

ARRANGED BY



**ORNELLA**  
UNDERWRITING LIMITED

**EQUINE ALL RISKS OF  
MORTALITY & THEFT**  
INSURANCE (IRL)

Policy Document

**Issue: Equine All Risks of Mortality & Theft Insurance (IRL)  
– ARM Theft (LBS IRL) DAE 0122 (06)**

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting  
is regulated by the Central Bank of Ireland

# Ornella Underwriting Limited

## Equine All Risks of Mortality & Theft Insurance (IRL) Policy document

### This insurance

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this contract of insurance, for the death of an insured **horse** caused by any accident, injury, illness or disease happening during the **period of insurance**.

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# Definitions

Wherever the following words appear in **bold** they will have the meanings shown below.

## **Act of Terrorism**

means an act, including but not limited to the use and / or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **Claiming race**

means any claiming, selling, auction, combination or other type of race in which the ownership interest of the **horse** can change.

## **Endorsement**

means a change in the terms and conditions of this insurance contract agreed by **you** and **us**. **Endorsements** which apply to **your** insurance contract (if any) will be shown in the **schedule** and detailed at the end of this document.

## **Fair market value**

means the price at which ownership of the **horse** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the **horse**.

## **Horse**

means any horse or horses specified in the **schedule**, which includes any whole or part financial interest, to the extent of that interest.

## **Humane destruction**

means

- that the **horse** suffers an injury, illness or is afflicted with an excessively painful disease, and a **veterinary surgeon** appointed by **us** shall have first given written confirmation that the suffering of the **horse** is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- that the **horse** suffers an injury and a **veterinary surgeon** appointed by **you** shall have first given written confirmation that the suffering of the **horse** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **veterinary surgeon** by **us**

but only where in either case such destruction complies with the BEVA Euthanasia Guidelines\* which **your veterinary surgeon** will possess and be familiar with. The manner of such compliance is to be detailed in the written confirmation referred to above.

(\**Guide to Best Practice for Veterinary Surgeons When Considering Euthanasia on Humane Grounds: Where Horses are Insured Under an All Risks of Mortality Insurance Policy* - as issued by the British Equine Veterinary Association and Veterinary Ireland.)

**Medication**

means any drug, hormone, vitamin, protein or other substance for use on the horse under the direction of a **veterinary surgeon**, other than unadulterated food or drink.

**Period of insurance**

means the time for which this insurance contract is in place as shown in the **schedule**.

**Post-mortem**

means the examination of the **horse** after its death and preparation of a written report, which shall include a necropsy examination, made by a **veterinary surgeon** including, for example, establishing the identity, the cause of death or the reason for the **humane destruction** of the **horse**.

**Schedule**

means the document showing **your** name, **horse(s)** insured, the sums insured, and the **period of insurance**.

**Territorial limits**

means Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Ireland, Italy, Liechtenstein, Luxemburg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden, Switzerland and the United Kingdom or while in transit between any of the above countries.

**Veterinary surgeon**

means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

**We / us / our**

means Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

**You / your / insured**

means the partnership, corporation, organisation or person(s) specified in the **schedule** including their family, representatives, agents, employees, bailees or other persons having care, custody or control of the **horse**.

**Your broker**

means Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

# Contacts

Please contact **your broker** to arrange an amendment or cancellation of **your** insurance, to report a claim or to make a complaint.

## Changes to your insurance and cancellations

**Tel:** +353 (0)45 532707  
**Email:** bloodstock@ornellaunderwriting.ie  
**Post:** Ornella Underwriting Limited  
The Bushels  
Cornmarket  
Wexford  
Y35 HYE0

## Claims

**Tel:** +353 (0)45 532707  
**Email:** bloodstock@ornellaunderwriting.ie  
**Post:** Ornella Underwriting Limited  
The Bushels  
Cornmarket  
Wexford  
Y35 HYE0

## Complaints

**Tel:** +353 (0)53 9180300  
**Email:** customerservices@ornellaunderwriting.ie  
**Post:** Ornella Underwriting Limited  
The Bushels  
Cornmarket  
Wexford  
Y35 HYE0

This insurance contract is underwritten by Lloyd's Insurance Company S.A. and reinsured by certain underwriters at Lloyd's.

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# Important information

This document, the **schedule** and any related **endorsement(s)** form **your** insurance documentation.

This insurance documentation sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- comply with **your** duties under the Consumer Insurance Contracts Act 2019, including **your** duty to answer all questions posed honestly and with reasonable care; and
- check that the information contained in the **schedule** is accurate (see “Duty of disclosure” on page 7); and
- comply with all **your** duties and obligations under the insurance contract, including the important conditions below, and the action **you** must take in the event of a claim on page 16.

Failure to comply with the above could adversely affect **your** insurance contract and any claim **you** make.

## Duty of disclosure

**You** have a duty of disclosure, as set out in the Consumer Insurance Contracts Act 2019 or successor or amending legislation, which means **you** must provide responses to all questions asked by **us** before entering into this insurance contract, when requesting a variation to this insurance contract, and when renewing this insurance contract. **You** must answer all such questions honestly and with reasonable care.

### Remedies for breach of duty of disclosure

If **you**:

1. make a fraudulent misrepresentation or **your** conduct involves fraud of any kind, including making a false or fraudulent claim, **we** may avoid this insurance contract, which means **we**:
  - a) are not liable to pay any claims;
  - b) may recover any part of claims already paid from **you**;
  - c) may, by notice to **you**, treat **our** participation in the insurance contract as cancelled with effect from inception;
2. breach **your** duty of disclosure and such breach was:
  - a) negligent **we** may treat **our** participation in the insurance contract as:
    - i. being on the same terms and conditions as it would have been had **we** been aware of the full facts; or

- ii. cancelled from inception if **we** would not have entered into the insurance contract. In this case all premium shall be returned to **you**.
  - If i. above applies any claims shall be settled based on a compensatory and proportionate test as detailed in the Consumer Insurance Contracts Acts 2019;
  - b) innocent **we** will not avoid any claim nor reduce any claim payments, but **we** may take steps to correct the record, amend the premium or cancel the cover in accordance with the policy conditions;
3. breach any condition of this insurance contract we may be entitled to make remedies in accordance with the provisions of the Consumers Insurance Contracts Act 2019.

## Notifying us of any changes

**You** must notify **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. All notifications must be made in writing, by email, or by telephone. **Your broker's** contact details can be found on page 6.

Changes to the information **you** have provided could result in **your** having to pay an additional premium or **our** amending the terms of your insurance contract.

## Premium payment

**You** agree to pay **your broker** the full amount of the premium, or each instalment where it has been agreed that **you** may pay your premium by instalments, by the date(s) specified on **your** invoice. If **you** have not paid the premium due under this insurance contract to **your broker** by the date(s) specified on your invoice, **we** will have the right to cancel this insurance contract by notifying **you** in writing via **your broker** (see "Cancellation by us" on page 9).

If **you** pay the full premium due to **your broker** before the fourteen (14) working days' notice period expires, notice of cancellation will automatically be revoked and this insurance contract will remain in force. If not, this insurance contract will automatically terminate at the end of the fourteen (14) working days' notice period.

## Renewing this insurance

When this insurance contract is due for renewal, **your broker** will contact you at least twenty (20) working days before the **period of insurance** ends with full details of **your** next year's premium and the terms and conditions. Please contact **your broker** to discuss **your** renewal before the expiry of **your** existing insurance contract. **Your broker's** contact details can be found on page 6. Occasionally, **we** may not be able to offer to renew **your** insurance contract. If this happens, **your broker** will write to you at least twenty (20) working days before the expiry of **your insurance** contract to allow enough time for **you** to make alternative insurance arrangements.



# Cancelling this insurance

**You** may cancel this insurance contract at any time by notifying **your broker** in writing. **Your broker's** contact details can be found on page 6.

## Cancellation by you within the cooling-off period

This insurance contract has a cooling-off period of fourteen (14) working days from the date **you** were informed that the insurance contract was concluded.

If **you** cancel this insurance contract within the cooling off period **you** will be entitled to a refund of the premium paid, subject to a deduction calculated on a proportional basis for the time **you** have been covered, unless:

1. **you** have made a claim or there has been an event that could result in a claim being made. If **we** pay a claim whether by settlement, compromise or otherwise, no refund of premium will be allowed;
2. this insurance contract includes any short-term cover (for example transit or non-emergency surgical operations which may have commenced during the cooling-off period). Where the **period of insurance** for such a short-term cover is thirty (30) days or less, no refund of premium will be allowed.

## Cancellation by you after the cooling off period

If **you** cancel this insurance contract outside the cooling-off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction calculated on a proportional basis for the time **you** have been covered. No refund of premium will be allowed for any short-term cover, where the **period of insurance** for such a short-term cover is thirty (30) days or less.

## Cancellation by us

**We** may cancel this insurance contract by giving **you** fourteen (14) working days' notice in writing via **your broker**. **We** will only do this for a valid reason, examples of which are:

- Non-payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

If **we** cancel this insurance contract, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction calculated on a proportional basis for any time for which **you** have been covered. No refund of premium will be allowed for any short-term cover where the **period of insurance** for such a short-term cover is thirty (30) days or less.

If **we** pay any claim, whether by settlement, compromise or otherwise, then no refund of premium will be allowed. Cancellation of the insurance contract by **us** does not affect the treatment of any claim arising under the insurance contract in the period before cancellation.

# I. Death of the insured horse

## What is covered

We will pay **you** the **fair market value** of the **horse**, up to the sum insured stated in the **schedule**, in the event of the death of the **horse**, or its **humane destruction**, caused by any accident, injury, illness or disease, provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. for annual policies only, within ninety (90) days after expiry of such **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such accident, injury, illness or disease (see Important Condition 4 on page 12).

## What is not covered

We will not pay for:

1. death, intentional slaughter or **humane destruction** of the **horse** directly or indirectly attributable to an outbreak or suspected outbreak of a disease where the **horse** becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
2. intentional slaughter of the **horse**. However, **we** will pay:
  - a) where **we** have expressly agreed to the destruction of the **horse**; or
  - b) in the case of humane **destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
  - c) where the **horse** is destroyed whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time and later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. death or **humane destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
  - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance** and to have been carried out in an emergency to save the **horse's** life; or
  - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by them) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**; or
  - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**; or
  - d) failure by **you** to provide proper care and attention for the **horse** at all times
  - e) use of the horse for a purpose other than that stated in the **schedule**.

4. any **post-mortem** costs (see “Things **you** must do” in the “How to make a claim” section page 16).
5. any loss if the **horse** has been taken outside the **territorial limits** at any time during the **period of insurance**, irrespective of whether or not it had returned to the **territorial limits** at the time the injury, illness or disease manifested itself, unless **we** have agreed to provide cover:
6. any loss, damage, liability or expense directly or indirectly caused by, happening through, in consequence of or contributed to by the **horse** not being used for the purposes stated in the **schedule**.
7. loss, damage, liability or expense directly or indirectly caused by, happening through, in consequence of or contributed to by:
  - a) Avian Influenza or any mutant variation of this.
  - b) Equine Infectious Anaemia, unless **you** provide to **us** a written certification from a **veterinary surgeon** that the **horse** has a current negative Coggins test taken not more than 30 (thirty) days prior to the commencement of the insurance contract.
  - c) Coronavirus disease (COVID-19);
  - d) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - e) any mutation or variation of SARS-CoV-2;
  - f) any fear or threat of c), d) or e) above.
8. loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from nuclear explosion, reaction, radiation, fallout or contamination by radioactivity.
9. loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident; and/or a computer virus or computer-related hoax.
10. loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - a) war; invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - c) any chemical, biological, bio-chemical, or electromagnetic weapon; or
  - d) any **act of terrorism**; or
  - e) any action taken in controlling, preventing, suppressing, or in any way relating to 10a) and/or 10c) above; or
  - f) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter.

If **we** allege that by reason of any of these exclusions, any loss, damage, liability or expense is not covered by this insurance contract, the burden of proving the contrary shall be upon **you**. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Important conditions

1. At the commencement of this insurance contract, with the exception only of those matters relating to the **horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **your broker**, the **horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This shall also apply in respect of changes to the insurance contract, for example:

- a) any additional sums insured on the **horse**; and/or
- b) any **horse** added to this insurance contract; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the insurance cover, this condition must also be satisfied as at the date of such change.

2. **Your broker** will write to you of **our** acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **your** proposal for insurance or any extension of or addition to coverage on the **horse**. No such Veterinary Certificate or Declaration of Health removes nor reduces the requirement of full compliance with Condition 1 above. However, if **we** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **us** to prove that the **horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **horse** under this insurance contract.
3. **You** must at all times provide proper care and attention for the **horse** and do all things possible to avoid or minimise any loss covered under this insurance contract.
4. In the event of any illness, disease, lameness, injury, accident or physical disability suffered by the **horse**, **you** must as soon as practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.
5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance contract will cease to cover the **horse** immediately when **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For sales at public auctions, this insurance contract will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale up to a maximum of ten (10) days following the day of the auction.
6. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, before the day of such procedure.

## Changes in fair market value

**You** should review the **sum insured** as shown in the **schedule** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

**You** must notify **your broker** as soon as practicable of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, **claiming races**, or castration.

If at any time during the **period of this insurance** the **horse** is:

1. entered or raced in any **claiming race** in which **your** interest in the **horse** could have been claimed or sold at a price that is less than the sum insured specified in the **schedule**, then the sum insured shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
2. entered but not sold in a public or private auction and the sum insured for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the sum insured specified in the **schedule** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
3. entered in a public or private auction and the terms of the contract are not satisfied and/or the sale is not completed, then the sum insured specified in the **schedule** shall automatically be reduced to either the:
  - a) **fair market value** at the time of the auction taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale; or
  - b) the amount stated in the **schedule**,

whichever is the lesser.

In the event that the sum insured specified in the **schedule** is reduced under one of the above conditions, **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance contract as stated in the **schedule**.

## 2. Coverage for theft

### What is covered

Subject to all of the terms and conditions of this insurance contract and the additional important conditions below, following:

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, **we** will pay **you** the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **schedule**.

### What is not covered

**We** will not pay for any loss directly or indirectly:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **schedule**.
3. arising whilst the **horse** has been taken outside the **territorial limits** by **you** at any time during the **period of insurance**, unless **we** have agreed to provide cover.

### Important conditions

If **you** breach any of the following important conditions this may render **your** claim null and void or reduce the amount payable or **we** can treat this additional coverage as though it had never existed in respect of such **horse**.

1. In the five (5) years prior to the commencement date of this insurance contract there must have been no theft or attempted theft of **your** equine property, or threat against **you** or **your** equine property whether insured, insured elsewhere or uninsured.
2. **We** will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period.
3. **You** must as soon as practicable report the theft of the **horse** to **your broker** and to the local Police and follow their recommendations.
4. If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this will render **your claim** null and void.
5. In the event of any payment under this additional coverage, **we** reserve the right to take title and possession of the **horse** if it is subsequently recovered.

## 3. Coverage for surgical operations

### What is covered

Subject to all of the terms and conditions of this insurance **contract** and the additional important conditions below, and provided any additional premium **we** require is paid, this insurance contract is extended to cover death or **humane destruction** of the **horse** resulting directly or indirectly from a surgical operation.

### What is not covered

Unless **we** have agreed to provide cover, **we** will not pay for any loss:

1. if the **horse** has been taken outside the **territorial limits** at any time during the **period of insurance**, whether or not it had returned to the **territorial limits** at the time the surgical operation was carried out;
2. arising from the **horse** not being used for the purposes stated in the **schedule**.

### Important conditions

If **you** breach any of the following important conditions this may render **your** claim null and void or reduce the amount payable or **we** can treat this additional coverage as though it had never existed in respect of such **horse**.

1. **You** must advise **your broker** of all surgical operations performed on the **horse**, as soon as practicable, and in any event within fourteen (14) days;
2. the surgical operation must be performed by a **veterinary surgeon** qualified to perform the procedure;
3. any surgical operation under general anaesthesia must be performed at a veterinary clinic, unless a **veterinary surgeon** certifies that it is in the best interests of the **horse** not to be moved to a clinic and / or the surgical operation is performed in an emergency attempt to save the life of the **horse**; and
4. in the event that the **horse** manifests any illness, disease, lameness, disability or complication of any kind during or after any surgical operation, **you** must as soon as practicable and in any event before the expiration of this insurance contract give notice of such event to **your broker**, whether or not the surgical operation was advised to **us** in accordance with additional important condition 1. Advising **your broker** of a surgical operation as required by additional important condition 1. will not constitute satisfaction of this Additional important condition.

# How to make a claim

1. In the event of the death or **humane destruction** of a horse **you** must:
  - a) as soon as practicable, and at **your** own expense, arrange for a **veterinary surgeon** to perform a **post-mortem** in order to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary), unless **we** agree otherwise in writing; (If your horse is located in Ireland, the post-mortem should be carried out at the Irish Equine Centre unless otherwise agreed by us (<http://www.irishequinecentre.ie>); and
  - b) as soon as practicable, notify **your broker** and request a Claim Form. **Your broker's** contact details can be found on page 6. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if **we** deem it necessary; and
  - c) as soon as practicable after the death or **humane destruction** of the **horse**, **provide your broker** with a detailed Claim Form and Release.

If **you** fail to comply with any of the above duties **we** may not pay **your** claim.

2. **You** must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:
  - a) providing as soon as practicable upon request by **us** or **our** representatives access to any person(s) having care, custody or control of the **horse**,
  - b) providing as soon as practicable upon request by **us** or **our** representatives copies and originals of all veterinary records, whether held by **you** or by **veterinary surgeons**; and
  - c) providing as soon as practicable upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
  - d) otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **we** or **our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **us**, **your** claim may be rendered null and void or **we** may reduce the amount **we** pay to the extent of that prejudice.

After receiving permission from **us** via **your broker**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.



## Fraudulent claims

If **you** make a fraudulent claim under this insurance contract, **we**:

1. are not liable to pay the claim; and
2. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
3. may by notice to **you** treat this insurance contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause 3 above:

1. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
2. **we** need not return any of the premiums paid.

## Dispute resolution procedure

Where there is a dispute as to the validity of a claim, or where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. There will be a sole person selected by **you** from a list, provided by **us** via **your broker**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
2. Within twenty-eight (28) days of notification by **you** to **us**, via **your broker**, of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value, each then having a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the claim or the **fair market value** of the **horse**.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty-one (21) days of the determination the amount decided by the appointed person up to, but not exceeding, the sum insured stated in the **schedule**.
5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process set out under "How to Make a Complaint" on page 18.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**. Should you accept the determination of the appointed person, we will deduct your share of the costs from your claim payment.

## Service of suit and jurisdiction

It is agreed that this insurance contract shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this insurance contract shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

**We** hereby agree that all summonses, notices or processes requiring to be served upon **us** for the purpose of instituting any legal proceedings against **us** in connection with this insurance contract may be served if addressed and delivered to:

Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
D02 KC57  
Ireland

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this insurance contract and, to the extent required, shall apply to give effect to that process.

## How to make a complaint

Any complaint should be addressed to:

**Tel:** +353 (0)53 918 0300  
**Email:** [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie)  
**Post:** Ornella Underwriting Limited  
The Bushels  
Cornmarket  
Wexford  
Y35 HYE0

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland  
Tel: +353 1 6 567 7000  
E-mail: info@fspo.ie  
Website: www.fspo.ie

If **you** have purchased **your** contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

## The effect of other insurance

If at the time of death or **humane destruction** of the **horse** there is any other insurance in force in respect of the **horse** (whether or not such insurance is valid or collectable) then **we** will only be liable under this insurance contract for **our** proportion of the **fair market value** in the same ratio as the sum insured on this insurance contract bears to the total amount of all insurance coverage on the **horse** for death or **humane destruction** (whether valid or collectable or not) up to, but not exceeding, the sum insured as shown in the **schedule**.

## Our rights

**We** may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance. If **we** make any payment under this insurance contract, **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

**You** must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies.

**You** must do nothing either before or after a loss that alters, jeopardises, or extinguishes **our** rights unless **you** have **our** prior written permission which will be relayed to you via **your broker**. For example, **you** must not enter into any contract that limits, restricts, waives, or otherwise impairs **your** right to recover from anyone who may be liable to **you** for a loss that is otherwise covered by this insurance contract.

This insurance contract does not cover any loss where at the time of the loss **you** are a party to an agreement that limits, restricts, waives, or otherwise impairs **your** right to recover damages from a third party or third parties in respect of the loss.

We will be entitled to all recoveries from third parties until the amount of our payment under this insurance contract has been satisfied in full, plus any entitlement to any earned interest from the date of payment of a claim, before any monies are paid to you for the uninsured loss, if any.

Any sums or property received by you that are due to us must be held on trust for us and must as soon as practicable be paid and/or delivered to us following receipt.

## Data protection short form privacy notice

### Your privacy notice

#### Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") found in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

## Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

## Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website [www.lloydseurope.com](http://www.lloydseurope.com) or in other formats on request.

## Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website [www.lloydseurope.com/privacy-notice](http://www.lloydseurope.com/privacy-notice) where we have full details.

Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

**Email:** [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie)

**Tel:** +353 (0)53 9180300

**Post:** Ornella Underwriting Limited  
The Bushels  
Cornmarket  
Wexford  
Y35 HYE0

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

## Single policy for multiple insureds

**Our** total liability under this insurance contract shall not exceed the sums insured specified in the **schedule** regardless of the number of **insureds** specified in the schedule.

## Sanctions

**We** will not provide any benefit under this insurance contract to the extent that providing such cover, the payment of any claim or the provision of any benefit would breach any sanction, prohibition or restriction imposed by law or regulation.

## Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Taxes

There may be circumstances where taxes may be due that are not paid via **us**. In this event it is **your** responsibility to ensure that all relevant taxes are paid direct to the appropriate authority.

The stamp duty on this insurance contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990 and Section 5 of the Stamp Duties Consolidation Act 1999.

## Language

Unless otherwise agreed in writing the language of **your** insurance contract and any communication throughout the duration of this insurance will be in English.

A decorative background element consisting of a stylized, light green leaf pattern that grows upwards from the bottom right corner of the page. The leaves are simple, elongated shapes with small veins, and the stems are thin, curved lines.

**Issue: Equine All Risks of Mortality & Theft Insurance (IRL)  
- ARM Theft (LBS IRL) DAE 0122 (06)**

**Ornella Underwriting Ltd.**

The Bushels, Cornmarket, Wexford.

**t** 053 91 80300 **f** 053 91 80399

**e** [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie) **w** [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie)