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ORNELLA
UNDERWRITING LIMITED

EQUICOVER INSURANCE (Ireland)

Policy Document

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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

Equicover Insurance Ireland 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, for third party liability and for personal accident in connection with an insured **horse**; 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.

Accident

means an unplanned event in which the **insured person** sustains **bodily injury** in connection with a **horse** on which they are riding, mounting, or dismounting.

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.

Bodily injury

means death, disease, illness, physical and mental injury, mental anguish and shock of or to an individual.

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.)

Insured person

means **you**, or any person riding, mounting or dismounting the horse with **your** permission. It is also extended to include **your** Executors or Administrators.

Loss of a limb

means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

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**.

Permanent total disablement

means disablement which entirely prevents the **insured person** from attending to any business or occupation of any and every kind and which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.

Pollution

means **pollution** or contamination of the atmosphere or of any water, land or other tangible property.

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**.

Property damage

means physical loss of, physical destruction of or physical damage to tangible property.

Riding school

means an establishment registered under the Association of Irish Riding Establishments where people are taught how to ride horses.

Schedule

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

Territorial limits

means the Republic of Ireland and the United Kingdom, or while in transit between the Republic of Ireland and the United Kingdom.

Third party

means a person or group besides the **insured**.

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 8); 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 under each Section.

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 7.

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 10).

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) 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. **Your broker's** contact details can be found on page 7. 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) 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 7.

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.

Section One – All Risks of Mortality

A. 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 conditions applicable to Section One” on page 14).

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 the things **you** must do in the “How to make a claim” section on 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.

Twelve Months Extension

Subject to all of the terms and conditions of this insurance contract, and in consideration of the renewal of this insurance by **us** and of any additional premium as specified on **your schedule**, it is understood and agreed that the 90 (ninety) day extension period referred to in paragraph 2. of “What is covered” on page 11 will be further extended until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of 275 (two hundred and seventy-five) days after the expiration of the original 90 (ninety) days extension.

In the event the **horse** is over thirteen (13) years of age at the expiration of the original 90 (ninety) days extension period, then the limit of **our** liability will be reduced by the following:

- 25% (twenty-five percent) if a 14 (fourteen) year old,
- 33% (thirty-three percent) if a 15 (fifteen) year old,
- 40% (forty percent) if a 16 (sixteen) year old, and
- 50% (fifty percent) if a 17 (seventeen) year old.

This additional coverage shall not apply to the **horse** if, at the expiration of the original 90 (ninety) days extension period, the **horse** is 18 (eighteen) years old or over.

B. 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.

Additional 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.

C. 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 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**.

Additional 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.

Important conditions applicable to Section One

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 or 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 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**.

How to make a claim under Section One

- I. 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 7. **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.

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 23.
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.

Section Two – Third Party Liability

What is covered

We will indemnify **you** against all sums that **you** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental **bodily injury** or **property damage** occurring during the **period of insurance** and caused by the **horse** anywhere in the **territorial limits**.

Limit of liability

The limit of **our** liability in respect of each and every claim and the total limit of **our** liability for all claims occurring during the **period of insurance**, inclusive of costs and expenses of claimants, shall be €1,000,000.

We shall not pay the first €275.00 of any claim for **property damage** to **third party** property. This is payable by **you**.

What is not covered

We will not pay for any liability:

1. arising out of or from **bodily injury** or **property damage**:
 - a) occurring as a result of, or incidental to, any profession, occupation or business of **yours** or the hiring out of any **horse** by **you**;
 - b) if such liability has been assumed under a contract and would not otherwise have attached;
 - c) occurring as a result of the attempted reproductive mating of a mare by a stallion;
 - d) occurring as a result of the towing of a horse trailer; or the use by **you** or on **your** behalf of any railway, aircraft, watercraft, hovercraft or any mechanically propelled vehicle.
2. arising out of or from one player against another player for claims made directly or indirectly resulting from, or as a result of, any **bodily injury** caused whilst participating in or playing polo or polocrosse.
3. for **bodily injury** to any person who, at the time of sustaining such injury, is engaged in a service in which **you** are in charge.
4. for **property damage** to property belonging to or in the care, custody or control of:
 - a) **you**; or
 - b) a member of **your** family or household; or
 - c) a person in a service in which **you** are in charge.
5. compulsorily insurable under any Road Traffic Act or similar legislation.
6. for **bodily injury, property damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, enclosed, or otherwise made less intense because its presence or release is a hazard to human health.

7. occurring as a result of the exposure to asbestos or materials or products containing asbestos.
8. for **property damage** to walls, gates, fences and growing crops caused by the **horse** or person in control of the horse.
9. arising from the use of the **horse** for racing of any kind or practising thereof, unless such use is stated in the **schedule**.
10. for **bodily injury** arising directly or indirectly as the result of assault or alleged assault.
11. occurring directly or indirectly as a result of any deliberate, wilful or malicious act.
12. which arises directly or indirectly from **pollution** unless such **pollution** is directly caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.
13. arising as a result of the **horse** being taken outside the **territorial limits** at any time during the **period of insurance** unless we have agreed to provide cover.
14. arising from the use of the **horse** for any use not stated in the **schedule**.

If **we** allege that by reason of any exclusion, 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 applicable to Section Two

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

1. **You** shall notify **us** immediately, in writing with full particulars, of:
 - a) the happening of any occurrence likely to give rise to a claim under this insurance; or
 - b) when **you** receive notice of any claim; or
 - c) when **you** become aware of the possibility of any proceedings against **you**.
2. **You** shall not admit liability for or offer or agree to settle any claim without **our** written consent.
3. **We** shall be entitled to take over and conduct in **your** name the defence of any claim and to prosecute in **your** name for **our** benefit any claim for indemnity, damages or otherwise against any **third party**. **We** shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim and **you** shall give **us** all such information and assistance as **we** may reasonably require.

Section Three – Personal Accident

What is covered

In the event of **the insured person** sustaining an injury as defined below whilst riding or mounting or dismounting a **horse** within the **territorial limits**, **we** will pay the amount as specified in the Schedule of Benefits below:

Schedule of Benefits

a) Death	€20,000
b) (i) Total loss of one or more limbs or	€20,000
(ii) Permanent loss of sight in one or both eyes or	€20,000
(iii) Permanent deafness in both ears	€20,000
(iv) permanent total disablement entirely preventing the rider from any gainful employment after 52 weeks from date of accident.	€20,000

These benefits are reduced by 50% in respect of persons aged under 16 years.

You and/or the **insured person** can only claim for one (1) of the benefits listed in the Schedule of Benefits in respect of the consequences of one accident.

The maximum amount **we** will pay for all claims during the **period of insurance** shall be €20,000.

What is not covered

This insurance contract does not cover claims in any way caused or contributed to by:

1. the **insured person** engaging in or taking part in naval, military or air force service or operations.
2. the suicide, attempted suicide or intentional self - injury of the **insured person** or the **insured person** being in a state of insanity.
3. deliberate exposure to exceptional danger (except in an attempt to save human life).
4. the **insured person's** own criminal act.
5. the **insured person** being under the influence of alcohol or drugs.
6. persons under 5 years of age or over 75 years of age.
7. any person other than **you** engaged in any **riding school** activity.
8. the **horse** being ridden, mounted or dismounted whilst outside the **territorial limits**, unless **we** have agreed to provide cover.
9. the **horse** being used for any use not stated in the **schedule**.

Important conditions applicable to Section Three

You must comply with the obligations set out below. If **we** determine that any claim you make under this insurance contract has been adversely impacted directly by your failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

1. In the event of an accident which causes, or may cause, a claim under this insurance contract, the **insured person** must seek the attention of a duly qualified medical practitioner as soon as practicable.
2. The **insured person** must provide us, or our medical adviser, with the necessary authorisation to access or obtain all their medical records, notes and correspondence referring to the subject of a claim. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the **insured person** as **we** consider necessary.
3. **You** and/or the **insured person** must provide **us** with all information **we** may reasonably require.

What is not covered under Sections One, Two or Three

This insurance contract does not cover claims for:

1. loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from nuclear explosion, reaction, radiation, fallout or contamination by radioactivity.
2. 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 2a) and/or 2c) 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.
3. 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.
4. loss, damage, liability or expense in any way caused by or resulting from:
 - a) Coronavirus disease (COVID-19);
 - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - c) any mutation or variation of SARS-CoV-2;
 - d) any fear or threat of a), b) or c) above.

If **we** allege that by reason of any exclusion, 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.

Fraudulent claims

If **you** made any claim knowing the same to be false or fraudulent, as regards amount or otherwise relating to this insurance contract or any occurrence or claim under this insurance contract:

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

If **we** exercise **our** right under this condition:

- a) **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
- b) **we** need not return any of the premiums paid.

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.

Other insurance

If any claim covered by this insurance contract is also covered in whole or in part by any other insurance **our** liability shall apply as excess of and not as contributory with such other Insurance.

Our rights

We may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance contract. 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** 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.

How to make a complaint

Any complaint should be addressed to:

Customer Services
Ornella Underwriting Limited
The Bushels
Cornmarket
Wexford
Y35 HYE0

Tel: +353 (0)53 918 0300

Email: customerservices@ornellaunderwriting.ie

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 20 (twenty) business days of the complaint being made.

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

Once the 40 (forty) business days have passed and the complaint has not been resolved, **you** will be advised of the expected timescale in which the complaint should be resolved.

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
Ireland

Tel: +353 | 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.

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.

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 (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 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 where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Email: 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 Suspension Clause

It is a condition of this insurance, and you agree, that the provision of any cover; the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover; payment of such claim or provision of such benefit by us would expose us to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as we would no longer be exposed to any such sanction, prohibition or restriction.

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 the insurance contract will be in English.

A stylized, light green leaf pattern is visible in the bottom right corner of the page, consisting of several overlapping leaf shapes on thin stems.

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Ornella Underwriting Ltd.

The Bushels, Cornmarket, Wexford.

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

e info@ornellaunderwriting.ie **w** www.ornellaunderwriting.ie