

ARRANGED BY



ORNELLA
UNDERWRITING LIMITED

**THIRD PARTY
LIABILITY**
INSURANCE (Ireland)

Policy Document

**Issue: Third Party Liability Insurance (Ireland)
- TPL (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

Third Party Liability 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 third party liability 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.

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.

Endorsement

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

Horse

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

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.

Period of insurance

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

Pollution

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

Property damage

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

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**.

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.

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). It is an insurance company subject to the supervision of the National Bank of Belgium and regulated by the Central Bank of Ireland for conduct of business rules. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

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 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 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) 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 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) 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 **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.

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.

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 will 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**.
15. loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from nuclear explosion, reaction, radiation, fallout or contamination by radioactivity
16. 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 16a) and/or 16c) 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.
17. 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.
18. 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 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 applicable to this insurance

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** must notify **us** as soon as practicable, in writing with full particulars, of:
 - a) the happening of any occurrence likely to give rise to a claim under this insurance contract; 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** must not admit liability for or offer or agree to settle any claim without **our** written consent.
3. **We** will 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** will have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim and **you** must give **us** all such information and assistance as **we** may reasonably require.

Fraudulent claims

If **you** make 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** may treat the insurance 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:

Tel: +353 (0)53 918 0300
Email: 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 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.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

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 policy 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** policy and any communication throughout the duration of the policy 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, rounded shapes on thin stems, creating a sense of organic growth.

**Issue: Third Party Liability Insurance (Ireland)
- TPL (LBS IRL) DAE 0122 (06)**

Ornella Underwriting Ltd.

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