

EQUESTRIAN COMBINED LIABILITY POLICY SCHEDULE



Policy Details	
Policy Number:	AV0510/137237/2024/001
Effective Date:	15th January 2024
Expiry Date:	14th January 2025

Insured:	<p>The Irish Horse Trials Society Limited trading as Eventing Ireland; the five constituent Regions thereof; Organisers of Events Affiliated to Eventing Ireland; Organisers of International events approved by the board of Eventing Ireland and, at the request of the Insured:</p> <p>(a) any director, partner or Employee of the Insured or any qualified veterinary surgeon or other qualified medical person while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim against any such person had been made against the Insured;</p> <p>(b) any officer or committee of the Insured;</p> <p>(c) any officer, member or Employee of the Insured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such;</p> <p>(d) any director or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured;</p> <p>(e) any sponsor or grantor of the Insured;</p> <p>(f) any Judge, Steward, Instructor or other Official or any Volunteer, but only whilst acting for or on behalf of; The Irish Horse Trials Society Limited trading as Eventing Ireland; the five constituent Regions thereof; Organisers of Events Affiliated to Eventing Ireland; Organisers of International events approved by the board of Eventing Ireland, including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter.</p>
Business of Insured:	The promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social & fund raising activities) or Interests all in connection with the Irish Horse Trials Society Limited trading as Eventing Ireland and the five constituent Regions
Broker:	Howden Insurance Brokers Limited

Policy Section			
Section	Operative Cover	Limit	Terms
Section A – Employers Liability	Operative	€13,000,000	Any one claim or series of claims arising out of one occurrence (including claimant's costs, fees and expenses).
Section B – Public Liability	Operative	€6,500,000	Any one occurrence or series of occurrences arising from one originating cause (including claimant's costs, fees and expenses).
Section C – Products Liability	Operative	€6,500,000	In respect of all occurrences during any one period of insurance (including claimant's costs, fees and expenses).

Policy Information	
Territorial Limits:	Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man
Wording Applicable:	Equestrian Combined Liability Wording - Ireland
Insurer:	Accelerant Insurance Europe SA

Policy Limits	
Public Liability	€6,500,000.00
Care, Custody or Control Extension	0 number of horses this is based on
Limit any one horse	€15,000/€130,000 in the Aggregate
Number of Shows	Not Applicable
Number of Employees	Not Applicable

Your Insurance was arranged by ES Risks Europe EPE who is incorporated in Greece, General Registry Number 142459303000 with its offices at 13, Hasioti Str. 151 23 Marousi, Athens. ES Risks Europe EPE is authorised by the Bank of Greece, Special Registry number 326. In the UK ES Risks Europe EPE is Deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

EQUESTRIAN POLICY SCHEDULE

AV0510/137237/2024/001



Endorsements attaching to Policy Number:

Endorsements Applicable to this Policy (see Policy Wording):

Amendment to Endorsement(s)

- 1) Horse Drawn Vehicle Extension
- 2) Personal Liability Extension
- 3) Care, Custody or Control Extension

Additional Conditions and Endorsements Applicable to this Policy (see Policy Wording, Additional Conditions and Endorsement Library):

Amendment to Endorsement(s)

- | | |
|--------------------------------|--|
| Specific Policy Conditions | Specific policy conditions to apply |
| (1) Specific Policy Exclusions | Specific policy exclusions to apply - (a) |

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Bespoke Conditions and Endorsements:

Endorsements :

It is noted and agreed that cover granted under this Policy is subject to the following:-

(a) The following (third) parties must have their own current Public Liability (minimum EUR 2,600,000) and Employers' Liability Insurances (if applicable) in force*, including an indemnity to Principal clause:

- fairground operators and inflatable providers
- stallholders, concessionaires and caterers
- any other exhibitors, performers or display teams
- any self-employed person(s) engaged by You
- any bona fide sub-contractor(s) engaged by You

*Confirmation must be documented/retained by You prior to said parties conducting any activity at an event organised by You

Members' Cover Extension

Section B of this Policy extends to Indemnify any Member for Injury to any person or accidental loss of or Damage to Property happening during the Period of Insurance and arising whilst the Member is attending any official Eventing Ireland activity including training and social events.

Member to Member Extension

Section B of this Policy extends to Indemnify any Member in respect of liability, as provided for under the "Members' Cover Extension" above, to another Member provided that nothing contained in this extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Liability for Section B.

For the purposes of both member extensions above, Member shall mean;

- i) any member of Eventing Ireland from the time that the membership subscription is accepted by Eventing Ireland until such time as the membership expires.
- ii) if required by law, the parent or guardian of the member
- iii) any International rider whilst attending any competition affiliated to Eventing Ireland.
- iv) Any groom or person assisting a competitor on the day of an event organised by or affiliated to Eventing Ireland

Non Members Indemnity

Section B of this Policy extends to Indemnify any non-Member for Injury to any person, or accidental loss of or Damage to Property during the Period of Insurance and arising whilst the non-Member is attending a National Training day for the purpose of receiving instruction.

Day Members Indemnity

Section B of this Policy extends to Indemnify any Day Ticket holder for Injury to any person or accidental loss of or Damage to Property during the Period of Insurance and arising whilst the Day Ticket holder is attending an event organised by the Insured for the purpose of competing.

Indemnity to the Royal Dublin Society

Section B of this Policy extends to Indemnify The Royal Dublin Society (RDS) but only in respect of liability arising out of equestrian events organised by the Insured and held at the RDS Showground.

Indemnity to the Minister of Defence

Section B of this Policy extends to Indemnify The Minister of Defence for Ireland and his Agents but only in respect of liability arising out of equestrian events organised by the Insured and held at the McKee Barracks, Dublin.

Indemnity to Cill Dara Ar Aghaidh Teoranta and others

Section B of this Policy extends to Indemnify Cill Dara Ar Aghaidh Teoranta, the Minister and the Department for Environment, Community and Local Government, but only in respect of liability arising out of the provision of funding by the Kildare Leader in respect of the Eventing Ireland website.

Indemnity to the Department of Rural and Community Development and others

Section B of this Policy extends to Indemnify The Minister, The Dept. of Rural and Community Development, Waterford LCDC, Waterford City and County Council, and Waterford LEADER Partnership CLG but only in respect of liability arising out of the provision of funding by the Waterford Leader for Eventing Ireland.



Equestrian Combined Liability Wording - Ireland

IMPORTANT NOTICE

In this Important Notice the following expressions have the following meanings

- (a) "We" and "our" refers to Accelerant Insurance Europe SA.
- (b) "You" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions, Contact ES Risks Europe EPE (UK Branch) immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to ES Risks Europe EPE (UK Branch) or the insurance broker who arranged the policy for you.

Any notices and documents that you are required to send to ES Risks Europe EPE (UK Branch) under the terms of the Policy should be addressed to ES Risks Europe (UK Branch), America House, 2 America Square, London, EC3N 2LU. (or such other address that you are notified of from time to time).

CERTIFICATE PROVISIONS

Policy has been issued to you based on the information supplied about yourself your tenants your Business and your Property in the Statement of Fact and other material information declared which forms the basis of the Contract between yourself and the Insurers. It is therefore very important that you let your Insurance Broker know immediately of any changes that affect the information you have disclosed to us

For example in respect of legal liability exposures any material alterations such as changes in your Business/trade that affects the information you have disclosed to us.

1. It is important to note that ES Risks Europe EPE (UK Branch) acts as administrators of the Underwriters in respect of this insurance.

2. General Enquiries / Policy Queries

In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or the administrator at the address below:

ES Risks Europe EPE (UK Branch)
America House
London
EC3N 2LU
Phone: 0044 207 977 52
Email: Mike.Patchett@esrisks.eu

3. Making a Claim

In the event of a claim, or any circumstance that may give rise to a claim, you must immediately notify the following:

Email: equineclaims@dwfclaims.com
Phone: +353 (0)1790 9400
DWF Claims (Ire) Ltd will handle the claim on behalf of the Underwriters.

4. Complaints Process

Should you wish to make a complaint regarding your claim you should contact the following:

Email: equineclaims@dwfclaims.com
Phone: +353 (0)1790 9400

Should you wish to make a complaint about the policy or the service we offer, please contact

Compliance Officer
ES Risks Europe EPE (UK Branch)
America Square
2 America Square
London
EC3N 2LU
Phone: 0044 207 977 5200
Email: David.seddon@esrisks.eu

Should you remain dissatisfied with the final response, you may be entitled to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details for the FSPO are as follows:

Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place
Dublin 2
Ireland
Phone: +353 (1) 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

5. Your Personal Information

Who we are

We are the underwriters identified in the contract of insurance and/or in the certificate of insurance. We are the underwriters identified 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 your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

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

In certain circumstances, we may need your consent to process certain information about you and this is explained in our privacy policy. Where we need your consent, we will ask you for it specifically. You do not have to give your consent, and you may withdraw your consent at any time. However, if you do not provide 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 with, and used by, a number of third parties in the insurance sector. For example, agents or brokers (when making applications), insurers, reinsurers, loss-adjusters (if you claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. **We** will only disclose your personal information in connection with the insurance coverage that we provide and to the extent required or permitted by law.

If you provide other people's details to us

Where you provide us or your agent or broker with information about other people, you must make them aware that you are doing so. Where possible, you should also provide them with this notice.

If you would like more information

For more information about how we use your personal information, please see our privacy policy, which is available on our website (www.esrisks.com) and in other formats upon request.

Contacting us 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 request a copy of our full privacy notice(s) you should contact the broker or agent who provided you with your insurance in the first instance, or you may get in touch with us by contacting:

ES Risks Europe EPE (UK Branch)
America Square
2 America Square
London
EC3N 2LU
Website: www.esrisks.eu

STATUTORY STATUS DISCLOSURE

Your insurance is administered by ES Risks Europe EPE (UK Branch) and underwritten by Accelerant Insurance Europe SA

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref 3193) Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for

firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

DEFINITIONS

In this insurance:

1. "Insured" shall mean the Insured named in the Schedule and:

(a) at the request of the Insured:

(i) any director, partner, proprietor or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured.

(ii) any officer, committee or member of the Insured.

(iii) any officer, member or Employee of the Insured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.

(iv) any director, partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured.

(v) any sponsor or grantor.

(b) in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured.

Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Insurance as far as they can apply and the Limits of Indemnity set forth in the Schedule.

2. "Business" shall mean the description shown in the Schedule and shall include:

(a) the ownership, repair and maintenance of property

(b) the provision and management of canteen, social, sports and welfare facilities

(c) the provision and management of first aid, fire and ambulance services

(d) private work carried out with the consent of the Insured for any director, partner or senior official of the Insured by an Employee of the Insured and no other for the purposes of this Insurance.

3. "Injury" shall mean bodily injury and includes death, illness and disease.

4. "Property" shall mean material property.

5. "Employee" shall mean:

(a) any person under a contract of service or apprenticeship with the Insured

(b) any labour master or labour only sub-contractor or person supplied by any of them

(c) any self-employed person

(d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured

(e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme

(f) any casual labourer

while engaged in working for the Insured in connection with the Business.

6. "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, transported or distributed by or on behalf of the Insured.

7. "Damage" shall mean physical damage and includes physical loss.

8. "Pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

9. "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:

(i) is designed to or does:

(a) intimidate or influence a de jure or de facto government or the public or a section of the public, or

(b) disrupt any segment of the economy

and

(ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

10. "Cyber Incident" shall mean the use of any application, process, software, code or programme in connection with any electronic equipment for example, a computer, mobile phone or internet capable device regardless of whether such use is unauthorised or malicious or an error, omission or an accident or a computer virus or computer related hoax

11. "Closely Related" shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

INSURING CLAUSES

The Underwriters agree subject to the terms, Exclusions, Conditions, and Endorsements contained herein to indemnify the Insured against:

A. in respect of the Employers' Liability Section only (if specified as "Included" in the Schedule):

(I) all sums which the Insured shall become legally liable to pay as damages in respect of Injury, as defined, which arises in connection with the Business.

(II) claimant's costs and expenses in respect of Injury, as defined, which arises in connection with the Business.

(III) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under this Insurance.

(IV) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured at:

(1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death

(2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Insurance.

B. in respect of the Public Liability and Products Liability Sections only (if specified as "Included" in the Schedule):

(I) all sums which the Insured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Schedule and, in addition to the aforementioned Indemnity Limit(s), claimants costs and expenses in respect of Injury or Damage to Property as defined in any Section specified as "Included" in the Schedule and which arises in connection with the Business.

(II) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under this Insurance.

(III) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured at:

(1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death

(2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property which may be the subject of indemnity under this Insurance.

It is agreed between the Underwriters and the Insured that indemnity provided by this Insurance shall apply only to judgements of first instance against the Insured in the Courts of Law of Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The written proposal and/or declaration made by the Insured and bearing the date specified in the Schedule shall be the basis of the contract between the Underwriters and the Insured and is considered to be incorporated herein.

SECTION A – EMPLOYERS' LIABILITY

COVER PROVIDED

Injury sustained by any Employee of the Insured arising out of and in the course of his employment with the Insured and caused during the Period of Coverage set forth in the Schedule:

(a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.

(b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, co-habiting partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception shall not apply where the business is incorporated as a limited company.

EXCLUSIONS

Underwriters will not indemnify the Insured in respect of any liability arising under this Section arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

The Underwriters will not indemnify the Insured in respect of any liability arising under this Section arising out of Terrorism.

The Underwriters shall not indemnify the Insured under this Section against liability for the amount specified in the Schedule as the Excess.

RIGHTS OF RECOVERY

The indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney, and offshore installations in territorial waters around Great Britain and its Continental Shelf, BUT the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

LIMIT OF INDEMNITY

The liability of the Underwriters for:

(i) all defence costs and

(ii) all damages, costs, fees and expenses payable by the Insured under the Employers' Liability Section to any claimant or number of claimants

in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section A.

SECTION B – PUBLIC LIABILITY

COVER PROVIDED

A. Accidental Injury to any person.

B. Accidental Damage to Property

C. Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening anywhere within the Geographical Limits during the Period of Coverage set forth in the Schedule.

EXCLUSIONS

The Underwriters shall not indemnify the Insured under the Public Liability Section against liability:

(a) for Injury sustained by any Employee.

(b) for Damage to Property or animals belonging to the Insured or in the custody or control of the Insured other than:

(i) Employees' or visitors' Property.

(ii) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises.

(c) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:

(i) any mechanically propelled vehicle but this exclusion shall not apply in respect of Injury or Damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other policy.

(ii) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding 6 metres in length).

(iii) any horse drawn, mule drawn or donkey drawn vehicle.

(d) caused by any Products after they have ceased to be in the custody or control of the Insured other than food or drink for consumption on the Premises.

(e) for bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

(f) for bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any

(f) for bodily injury, loss, 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, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

(g) (i) for damages, direct or consequential, on account of bodily injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(ii) for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(iii) for or any obligation or duty to defend any actions on account of bodily injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

(h) arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

(i) directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

(j) arising from Pollution

(k) arising from any sum specified in the Schedule as the Excess

(l) Infectious Disease exclusion

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

(a) Coronaviruses; and

(b) Coronavirus disease (COVID-19); and

(c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and

(d) any mutation of or variation of a), b) or c) above; and

(e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

(f) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

(m) arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Bodily Injury sustained by such person or anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, co-habiting partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

In the Public Liability Section "Geographical Limits" shall mean:

(a) Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.

(b) Elsewhere in the World arising out of temporary Business visits by directors or Employees ordinarily resident in any of the countries specified in (a).

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under the Public Liability Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 2.

EXTENSIONS TO SECTION B (subject to the Provisions thereof)

Defective Premises:

The Underwriters will subject to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Insured against liability in respect of Injury or Damage to Property arising in respect of any premises disposed of by the Insured.

Provided that the indemnity shall not apply in respect of Damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

Leased or Rented Premises:

Notwithstanding anything contained in Exclusion (b)(ii) of the Public Liability Section to the contrary the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Insured against liability for Damage to premises (or fixtures or fittings thereof) leased or rented to the Insured.

Provided that the indemnity shall not apply in respect of liability for Damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

Contingent Liability (Non-Owned Vehicles):

Notwithstanding anything contained in Exclusion (c)(i) of the Public Liability Section to the contrary the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Insured in respect of legal liability for Injury or Damage to Property arising out of the use of any motor vehicle not the property of or provided by the Insured being used for the purpose of the Business.

Provided that the Underwriters shall not be liable:

(a) for Damage to any such vehicle.

(b) for Injury or Damage to Property resulting while such vehicle is being:

(i) driven by the Insured.

(ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.

(iv) used elsewhere than in the Geographical Limits.

(c) where indemnity is provided or, but for the existence of this Insurance, would be provided by any other Policy or Policies.

For the purposes of this Extension the Insured shall only be the "Insured" as specified in the Schedule.

Landowners Indemnity

The Insured extends to include any landowner, occupier or farmer on whose land events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

SECTION C – PRODUCTS LIABILITY

COVER PROVIDED

A. Accidental Injury to any person.

B. Accidental Damage to Property

happening anywhere in the World excluding United States of America or Canada during the Period of Coverage set forth in the Schedule and caused by any Products.

EXCLUSIONS

The Underwriters shall not indemnify the Insured under the Products Liability Section against liability:

(a) in respect of Damage to any Product or contract work executed by the Insured caused by any defect therein or the unsuitability thereof for its intended purpose.

(b) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any Product or contract work executed by the Insured necessitated by any defect therein or the unsuitability thereof for its intended purpose.

(c) for Injury or Damage to Property caused by any Product used with the knowledge of the Insured for incorporation into the structure, machinery or controls of any aircraft.

(d) for Injury or Damage to Property arising from any Product while such Product remains in the possession of or under the control of the Insured.

(e) arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.

(f) arising out of food or drink supplied by the Insured for consumption on the premises.

(g) for Damage arising from the failure of any Product to fulfil its intended function.

(h) for bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

(i) for bodily Injury, loss, 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, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

(j) (i) for damages, direct or consequential, on account of bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(ii) for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(iii) for or any obligation or duty to defend any actions on account of bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "bodily Injury" shall include mental anguish, mental injury and/or emotional distress.

(k) arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

(l) Infectious Disease exclusion

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

(a) Coronaviruses; and

(b) Coronavirus disease (COVID-19); and

(c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and

(d) any mutation of or variation of a), b) or c) above; and

(e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

(f) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Bodily Injury sustained by such person or anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, co-habiting partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under the Products Liability Section in respect of all claims against the Insured arising out of occurrences happening during the Period of Coverage set forth in the Schedule shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 3.

EXCLUSIONS TO SECTIONS B AND C

1) The Underwriters shall not be liable:

(i) for Injury or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants

(ii) for the cost of removing, nullifying or cleaning up Pollutants

(iii) for fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants

occurring within the Geographical Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing, this Insurance shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Coverage set forth in the Schedule provided that all discharges, dispersals, release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Insurance to have occurred at the time such incident takes place.

The liability of the Underwriters for all damages payable in respect of all discharges, dispersals, release or escape of Pollutants which is deemed to have occurred during the Period of Coverage set forth in the Schedule shall not exceed in the aggregate the amount stated as the Limit of Indemnity for Section 2 in the Schedule.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated for Section 2 in the Schedule.

2) Notwithstanding anything contained in Exclusion (1) above to the contrary the Underwriters shall not be liable for:

(A) Injury or Damage to Property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants:

(i) at or from premises owned, rented or occupied by the Insured

(ii) at or from any site or location used by or for the Insured or others for the handling, storage, disposal, processing or treatment of waste

(iii) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the Insured or any person or organisation for whom the Insured may be legally responsible

(iv) at or from any site or location on which the Insured or any contractors or subcontractors working directly or indirectly on behalf of the Insured are performing operations:

(a) if the Pollutants are brought on or to the site or location in connection with such operations

(b) if the operations are to test for, monitor, clean up, remove, contain, treat or detoxify or neutralise the Pollutants

(v) from any goods

(B) any loss, cost or expense arising out of any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants

(c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any Pollutants

occurring within the United States of America and/or Canada.

3) The Underwriters shall not be liable for the amount specified in the Schedule as The Excess.

EXTENSIONS TO SECTIONS A, B AND C

Contractual Liability and Indemnity to Principal:

The Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof under whichever of Sections 1, 2 and 3 that are specified as "Included" in the Schedule indemnify the Insured in respect of Injury or Damage to Property, to the extent that any contract or agreement entered into by the Insured with any Principal so requires, against liability assumed by the Insured and indemnify the Principal in like manner to the Insured in respect of the liability of the Principal, arising out of the performance by the Insured of such contract or agreement.

Provided that:

(i) the conduct and control of claims is vested in the Underwriters.

(ii) the Principal shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Insurance so far as they can apply.

(iii) the indemnity shall not apply to liquidated damages or under any penalty clause.

(iv) the indemnity provided under the Employers' Liability Section shall only apply in respect of liability to any person who is an Employee of the Insured.

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim (or during any one Period of Coverage set forth in the Schedule in respect of Section 3) in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.

Cross Liabilities:

If the Insured named in the Schedule comprises more than one party the Underwriters will subject to the terms, Exclusions, Conditions and Endorsements hereof treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim (or during the Period of Coverage set forth in the Schedule in respect of Section 3) in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.

GENERAL EXCLUSIONS

The Underwriters shall not be liable for:

1. Injury or Damage to Property directly or indirectly caused by or contributed to by or arising from:

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. Injury or Damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition.

3. any cyber incident

4. any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

5. any claim arising from circumstances known to the Insured prior to the commencement of this Insurance.

6. any liability directly or indirectly caused by contributed to by or arising from:

(i) stunt riding or stunt training.

(ii) instructing, training or practising of voltige (vaulting).

7. any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

8. Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the Insured for any liability arising out of moveable or non-permanent cross country jumps that are not secured in line with current Eventing Ireland and/or FEI regulations. This exclusion is deemed to apply irrespective of whether the Insured holds competitions under Eventing Ireland and/or FEI rules but does not apply when cross country fences are used in the course of business in any indoor or outdoor arena with an artificial surface.

CONDITIONS PRECEDENT

1. It is a condition precedent to Underwriters' liability that hard hats are worn whilst riding.

2. Safety Statement Condition

It shall be a condition precedent to liability that you shall have a safety statement the content of which is in accordance with the requirements of Section 20 of the Safety, Health, & Welfare at Work Act 2005

3. Personal Injuries Assessment Board (PIAB)

It shall be a condition precedent to liability that you must co-operate fully with us, to enable us to comply with all obligations placed upon you pursuant to the provisions of the Personal Injuries Assessment Board Act 2019 and the Civil Liability and Courts Act 2004. All notices and

communications received from PIAB as regards:

- (i) The bringing of a claim by any party to PIAB
 - (ii) The making of any assessment by PIAB
 - (iii) Your further acceptance or rejection of the assessment
- must be immediately furnished to us

GENERAL CONDITIONS

1. The Insured shall not admit liability for or offer or agree to settle or repudiate any claim without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insured's name for the Underwriters' benefit any claim for Indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.
2. If a payment exceeding the Limit of Indemnity set forth in the Schedule has to be made to dispose of a claim, the liability of the Underwriters to pay any costs, charges and expenses in connection with the defence thereof shall be limited to such proportion of the said costs, charges and expenses as the Limit of Indemnity set forth in the Schedule for the Section under which the claim attaches bears to the amount paid to dispose of the claim.
3. Except where herein specified to the contrary if any claim covered by this Insurance is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of the Landowners Indemnity Extension to the Public Liability Section.
4. The Insured must comply with all statutory and all other obligations and regulations imposed by any authority; maintain the premises, including stabling and fencing, in a satisfactory state of repair; and exercise reasonable care in the selection and supervision of employees and in the employment of competent staff.
5. The due observance of the terms of this Insurance relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Underwriters except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees. The Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such legislation.
6. If the Insured shall make any claim hereunder knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void in respect of such Insured and all claims hereunder in respect of such Insured shall be forfeited.
7. The Insured, on the happening of any occurrence likely to result in a claim hereunder or on the receipt by the Insured of notice of any claim or of the institution of any proceedings against the Insured shall as a condition precedent to his right to be indemnified in respect thereof, give to the Underwriters immediate notification thereof and provide such information and evidence as the Underwriters may reasonably require and as the Insured may be able to give. This condition shall apply whether or not such claim is likely to fall within any sum borne by the Insured as an Excess.
8. This Insurance may be cancelled at any time at the request of the Insured in writing to the Broker who effected this Insurance and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the customary short term premium. This Insurance may also be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Underwriters shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.
9. Where any part of the premium hereon is calculated on the statements and estimates furnished by the Insured the Insured shall keep an accurate record of all relevant particulars and shall at all reasonable times allow the Underwriters to inspect such record and shall within one month of the expiry of the Period of Coverage set forth in the Schedule furnish to the Underwriters such information as the Underwriters require for such period and the premium for such period shall thereupon be adjusted by the Underwriters and the difference be paid by or allowed to the Insured as the case may be subject to any agreed minimum premium.
10. The Insured shall take reasonable precautions to prevent Injury and Damage to Property and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. The Insured shall as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as circumstances may require.
11. Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that in respect of claim(s) made against the

Insured in the United States of America and/or Canada arising out of the Insured's legal liability, as herein defined, any costs, fees and expenses incurred with the Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, enquiry or other proceedings which have direct relevance to any claim made or which might be made against the Insured in the United States of America and/or Canada shall be included in the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.

12. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Any dispute concerning or arising out of this Policy is understood and agreed by both the Insured and the Underwriters to be subject to the laws of the Republic of Ireland or England and Wales, as applicable. Each party agrees to submit to the law of the Republic of Ireland or the jurisdiction of the Royal Courts of Justice of England and Wales, as applicable and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

14. Stamp Duty has been paid or will be paid to the Irish Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Optional Extensions (Included only if specified as being "Included" in the Schedule)

1) Horse Drawn Vehicle Extension

Notwithstanding anything contained in Exclusion (c) (iii) to the Public Liability Section to the contrary and subject otherwise to the terms, Conditions, Exclusions, Endorsements and Limit of Liability of this Insurance, the Public Liability Section extends to include the Insured's Legal Liability, as therein defined, arising out of the ownership and use by the Insured of Horse Drawn, Mule Drawn or Donkey Drawn Vehicle(s) in connection with the Business.

2) Personal Liability Extension

The Public Liability Section extends to indemnify the Insured or any Employee of the Insured or any person Closely Related to the Insured up to but not exceeding the following Limit of Indemnity against such sums as the Insured or any Employee of the Insured or any person Closely Related to the Insured shall become legally liable to pay in respect of liability as therein defined arising from Injury or Damage to Property occurring whilst the Insured or any Employee of the Insured or any person Closely Related to the Insured is riding horses belonging to or in the care, custody or control of the Insured for personal pleasure purposes but excluding at all times injury to the horses being ridden.

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Insured or any Employee of the Insured or any person Closely Related to the Insured under this Extension to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 2.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.

3) Care, Custody or Control.

Notwithstanding anything contained in Exclusion (b) of Section 2 to the contrary Section 2 of this Insurance extends to indemnify the Insured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Insured or any Employee of the Insured. The liability of the Underwriters under this extension for all damages payable by the Insured in respect of all claims made against the Insured during the Period of Insurance set forth in the Schedule shall not exceed EUR 130,000.-

Provided that the Underwriters shall not be liable for:

(a) intentional slaughter except where the Underwriters have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Underwriters shall have the right to a post mortem examination carried out by a Veterinary Surgeon.

(b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Insured or any employee of the Insured.

(c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity under Optional Extension 3 for any one horse/pony.

(d) injury to any mare occurring whilst said mare is:

(i) being covered by a stallion.

(ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.

(iii) at stud and injury is directly attributable to the mare being in foal.

(e) injury, illness or disease directly or indirectly arising out of the administration of any medicant or treatment by the Insured or any Employee of the Insured unless under the direction of a qualified Veterinary Surgeon.

(f) injury, illness or disease to any horse or pony owned by the Insured or any member of the Insured's family or any Employee of the Insured or any member of the Employee's family.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.



Additional Conditions and Endorsement Library

Specific Policy Conditions

It is a condition precedent to Underwriters' liability that cover granted under this Policy is subject to completion of the following by the insured: -

- a. An up-to-date **Documented Risk Assessment** in respect of **Business** activities
- b. **Rider Registration Forms** – All Riders must sign/complete a Rider Registration Form prior to partaking in any Ridden/Mounted activity, with their Riding Ability/Competency verified and documented by the Proprietor(s) and/or a Senior Instructor.
- c. **Documented Horse Assessment Forms** must be completed for all Horses (licenced by the local council) used for Tuition/Instruction before being Ridden/Mounted by Members of the Public (Third Parties). If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to their return.
- d. **Staff Induction/Training Programme** – All Employees (including Volunteers, Work Experience Students/Apprentices and Self-Employed persons under the direction/control of the **Insured**) must undertake a Documented Induction/Training Programme provided by the **Insured** and/or a Health & Safety Officer, with written acknowledgement of demonstrations/tours conducted, job roles and responsibilities towards health and safety at the Risk Address(es). Re-fresher training is to be held where deemed appropriate.
- e. **A Written Health and Safety Policy**, reviewed regularly (e.g. if it is no longer valid and/or circumstances or **Business** activities change)

Beach Riding Condition

It is a condition precedent to Underwriters' liability that cover granted under this Policy is subject to the following:-

(a) In respect of "Beach Riding" specifically:

(i) All Riders must:

- sign/complete a **Rider Registration Form** prior to partaking in any Beach Rides, with their Riding Ability/Competency verified and documented by the Proprietor(s) and/or a Senior Instructor
- be assessed by the Proprietor(s) and/or a Senior Instructor and adjudged to be of Intermediate or Advanced Riding Ability/Experience

(ii) **Documented Horse Assessment Forms** must be completed for all Horses (licenced by the local council) used for Beach Rides before being Ridden/Mounted by Members of the Public (Third Parties). If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to their return

(iii) All Beach Rides must be supervised by a ratio of at least 1 Senior Instructor to 4 Riders at all times

(iv) A **Documented Risk Assessment** must be completed in advance of all Beach Rides detailing:

- Activities to be undertaken
- Venues to be attended
- Routes to be negotiated

All other terms, conditions and exclusions remain unaltered.

Horse Sales & Dealing Condition

It is a condition precedent to Underwriters' liability that cover afforded by this Policy in respect of Horse Sales & Dealing is subject to the following conditions:-

- (1) The horses are bought by the **Insured** with a view to bringing them on / developing them before subsequently being sold on;
 - (2) Documented Horse Assessment Forms are completed for all horses up for sale;
 - (3) No member of the public is allowed to ride before completing a Rider Registration Form and the Proprietor and/or a Senior Staff Member is satisfied with the rider's competency;
 - (4) The horse will be trialled in an enclosed arena by the prospective purchaser.
- All other terms, conditions and exclusions remain unaltered.

Facility Hire Condition

It is a condition precedent to Underwriters' liability that cover granted under this Policy is also subject to the following: -

- (a) The following parties must have their own current Public Liability (minimum EUR 2,600,000) and Employers Liability Insurances (if applicable) in force, with copies documented/retained by the **Insured**:
- Visiting Coaches/Third Party Clinic Hosts, Riding Clubs and any other Groups/Associations using the **Insured's** Facilities
 - Third Party Stallholders/Concessionaires, Caterers and any other Bona Fide Sub-Contractors engaged by the insured

Sale of Horses Condition

It is a condition precedent to Underwriters' liability that in respect of the Sale of Horses specifically:

- (i) **Rider Registration Forms** – All Riders (Trialists) must sign/complete a Rider Registration Form prior to partaking in any Ridden/Mounted activity, with their Riding Ability/Competency verified and documented by the Proprietor(s)
- (ii) **Documented Horse Assessment Forms** must be completed for all Horses before being made available for Sale. If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to any further trialling
- (iii) The Horse(s) must be trialled in an enclosed arena at the at the Risk Address(es) under the direct supervision of the Proprietor(s) at all times
- (iv) For Horses sold by the Proprietor(s) on behalf of Third Party Owners ("Sales Liveries"), all Third Party Owners must have their own current Public Liability Insurances (minimum EUR 2,600,000) in force, with copies documented/retained by the **Insured**.

Volunteers Condition

It is a condition precedent to Underwriters' liability that all Volunteers and Work Experience Students/Apprentices must be under the direct supervision of the Proprietor(s) and/or a Senior Employee of the **Insured** at all times

Quads and ATV'S Condition

It is a condition precedent to Underwriters' liability that in respect of "Use of the **Insured's** Quad Bike(s) ATV(s)" specifically:

- "Authorised users" must hold a full/valid UK Driving License (Category B) and complete a recognised Quad Bike/ATV Course
- "Authorised users" must have the Quad Bike(s)/ATV(s) demonstrated in full by the **Insured** and or Health & Safety Officer regarding safe use. Once the Demonstration is complete, "authorised users" must then demonstrate their competency in using the Quad Bike(s) ATV(s) with documented assessment records kept by the **Insured**
- An up to date **Documented Inspection and Maintenance Log** must be kept on file detailing the Condition of all Quad Bike(s)/ATV(s)

All other terms, conditions and exclusions remain unaltered.

Horseback Archery Condition

It is a condition precedent to Underwriters' liability that in respect of Horseback Archery specifically:

The **Insured** must complete:

- an up-to-date **Documented Risk Assessment** in respect of Horseback Archery (including reference to Warning Signs and Range Safety Diagrams of the Venue(s).
- **Documented Horse Assessment Forms** for all Horses before being used for Mounted Archery sessions. If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to their return.
- an up-to-date **Documented Inspection / Maintenance Log** of all Equipment (Bows, Bow Strings, Arrows and alike) belonging to the **Insured** and used for Horseback Archery sessions.

All Participants must complete:

- a **Participant Disclaimer** prior to partaking in any Ground or Mounted Archery sessions
 - a **Rider Registration Form** prior to partaking in any Mounted Archery sessions with their ability/competency verified and documented by a Qualified British Horseback Archery Association (BHAA) Coach.
- (i) Horseback Archery sessions must be under the direct supervision of a Qualified BHAA Coach and/or Range Safety Officer (RSO) at all times. All Participants, Spectators and Helpers must be briefed by a Range Safety Officer (RSO) on Range Safety Protocol (including Range Safety Commands) prior to the commencement of any Ground and/or Mounted Archery sessions.
 - (ii) All Participants must wear a Riding Hat (compliant to current standards) during Mounted Archery sessions at all times. Arm Guards, Gloves, Finger Tape and other Personal Protective Equipment (PPE) may be provided where deemed appropriate by a Qualified BHAA Coach and/or Range Safety Officer (RSO).

(iii) All Participants, Horses, Spectators and Helpers must remain behind the Shooting Line until the Range Safety Officer (RSO) commands otherwise. No Participants or Spectators may be permitted on the ground during Mounted Archery sessions other than a Qualified BHAA Coach, Range Safety Officer (RSO) or Experienced Helpers of the **Insured**.

(iv) All (potential) entry points to the range must be clearly marked with "No Entry" Warning Signs and locked (if possible).

Unaccompanied Hacking Condition

It is a condition precedent to Underwriters' liability that in respect of Unaccompanied Hacking

(a) All riders must be regular patrons on the insured

(b) All riders must have completed and signed a **Rider Registration Form** prior to partaking in any Unaccompanied Hacking with their Riding Ability/Competency verified and documented by the Proprietor(s) and or Senior Instructor.

(c) All riders must have been assessed by the proprietor(s) and or Senior Instructor and adjudged to be at Intermediate or Advanced Riding Ability or above

(d) All Riders must inform the Proprietor(s) and or Senior Instructor as to their planned activities, routes and attendance at other venues as well as start and return times.

(e) All Riders are to be contactable at all times.

Documented Horse Assessment Forms must be completed for all Horses (licensed by the local council) used for Unaccompanied Hacking before being Ridden/Mounted by Members of the Public (Third Parties). If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to their return.

All other terms, conditions and exclusions remain unaltered.

Horse Sales & Dealing Condition

It is a condition precedent to Underwriters' liability that cover afforded by this Policy in respect of Horse Sales & Dealing is subject to the following conditions:-

(a) **Rider Registration Forms** – All Riders (Trialists) must sign/complete a Rider Registration form prior to partaking in any Ridden/Mounted activity with their Riding Ability/Competency verified and documented by the insured

(b) **Documented Horse Assessment Forms** are completed for all horses before being made available for sale. If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to any further trialling

(a) The horse(s) must be trialled in an enclosed arena at the risk address(es) under the direct supervision of the proprietor at all times

(b) For Horses sold by the Proprietor(s) on behalf of Third Party Owners (Sales Liveries), all Third Party Owners must have their own Public Liability Insurances (minimum indemnity EUR 2,600,000) in force with copies retained/documentated by the insured

All other terms, conditions and exclusions remain unaltered.

Clause 27- Personal Liability.

It is a condition precedent to Underwriters' liability that Section B of this Insurance extends to indemnify:

(i) the **Insured**

(ii) any proprietor, partner, director or manager of the **Insured**

(iii) the immediate family of persons specified in (i) and (ii) above residing within the said person's household

(iv) any Employee of the **Insured**

(v) anyone else riding or handling horses belonging to or in the care, custody or control of the **Insured** with the express permission of persons specified in (i) and (ii) above

up to but not exceeding the Limit of Indemnity set forth in the Schedule against such sums as the persons specified in (i) to (v) inclusive above shall become legally liable to pay in respect of liability as therein defined arising from Bodily **Injury** or loss of or damage to Property occurring whilst such person is riding or handling horses for personal pleasure purposes and not in connection with the **Business**, horses belonging to or in the care, custody or control of the **Insured** but excluding at all times injury to the horses being ridden or handled unless Extension 3 (Care, Custody or Control) is specified in the Schedule as "Included".

Provided that the **Underwriters** shall not be liable under this Insurance if any other policy is in force covering such liability.

All other terms conditions and exclusions remain unaltered.

Back Riding, Sensory Work and Equine Therapy Condition

It is a condition precedent to Underwriters' liability that cover afforded by this Policy in respect of Back Riding, Sensory Work and Equine Therapy is subject to the following conditions: -

- a. All participants (Including a participant's parent or guardian, if appropriate) must sign and complete a **Rider Registration Form** in advance of any Back Riding, Sensory Work and Equine Therapy;
- b. **Documented Horse Assessment Forms** must be completed for any Horses/Ponies owned by the **Insured** and used for Back Riding, Sensory Work and Equine Therapy;
- c. A director, senior staff member and/or qualified instructor must be in attendance at all times supervising these activities.

For "Back Riding" specifically;

- (i) All riding is to be performed at walk or trot;
- (ii) Horses/Ponies shall be kept on a lead-rein* and accompanied by side walkers where deemed necessary by a director, senior staff member and/or qualified instructor.

For "Sensory Work" and "Equine Therapy" specifically;

- (i) Horses/Ponies shall remain stationary and be kept on a lead-rein at all times*.

**Handlers/Leaders are to be Experienced and aged 16 years or over only.*

All other terms, conditions and exclusions remain unaltered.

Fetes & Galas Condition

It is a condition precedent to Underwriters' liability that in respect of "Attendance at Fetes & Galas (Pony Rides)" specifically :

- The Proprietor(s) must be in attendance supervising activities at all times
- Horses/Ponies must remain on a Lead Rein and be led individually under the direct control of the Proprietor(s), Instructors and/or Experienced Escorts of the **Insured** at all times
- All Riders whilst mounted (including mounting and dismounting) must wear a Riding Hat compliant to current standards
- All riders must wear appropriate footwear approved by the Proprietor(s), or correctly fitted toestoppers must be fitted to the stirrups.
- All Venues and Routes must be risk assessed in advance of the event which shall take place in a designated and/or cordoned-off area of the premises

All other terms, conditions and exclusions remain unaltered.

Loaning of Horses Condition

It is a condition precedent to Underwriters' liability that in respect of the Loaning of Horses kept at the Risk Address(es) specifically, all Loanees must

- Be regular patrons on the **Insured**
- Sign/complete a **Rider Registration Form** prior to partaking in any Loan arrangement, with their Riding Ability/Competency verified and documented by the Proprietor(s) and /or Senior Instructor
- Sign/complete a **Terms of Loan Contract/Agreement** defining the conditions of loan
- Have their own Public Liability insurances (minimum EUR 2,600,000) in force with copies documented/retained by the insured

(b) The **Insured** must complete **Documented Horse Assessment Forms** for all Horses before being made available for Loan. If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to commencement or continuation of any Loan agreement

All other terms, conditions and exclusions remain unaltered.

Yard Dogs Condition

It is a condition precedent to Underwriters' liability that cover in respect of the **Insured's** Dog(s) is limited to the Risk Address(es) only.

Cafeteria and Food & Drink Supplied Condition

It is a condition precedent to Underwriters' liability that in respect of the "Cafeteria" specifically:

- (i) The **Insured** must be in possession of a current/valid UK Food Hygiene Certificate with Documented Food Safety Management Procedures
- (ii) Food Handlers must receive Formal Instruction/Training in Food Hygiene and be appropriately supervised at all times.

All other terms, conditions and exclusions remain unaltered.

Carriage Driving Condition

It is a condition precedent to Underwriters' liability that cover granted under this Policy is subject to completion of the following by the **Insured**:-

(a) In respect of "**Carriage Driving**" specifically:

(i) **Documented Horse Assessment Forms** must be completed for all Horses before being used for Carriage Driving. If a Horse has been out of work or involved in an incident, a re-assessment must be conducted prior to their return.

(ii) An up-to-date **Documented Inspection/Maintenance Log** must be kept on file detailing the condition of all:

- Carriages/Horse Drawn Vehicles
- Harnesses

(iii) Prior to use, all Carriages/Horse Drawn Vehicles, Harnesses and other safety equipment/tack (including spares) must be checked thoroughly for signs of damage or weakness and adjusted or replaced if necessary.

(iv) For "Carriage Driving Tuition", all Participants must wear a Riding Hat compliant to current standards.

(v) For Carriage Driving undertaken outside of an "Enclosed Arena" (away from the Risk Address(es)), a **Documented Risk Assessment** must be completed detailing the location(s) of such activities and terrain negotiated.

(vi) For Carriage Driving which does not involve Long Reining/Leading the Horse whilst walking beside the Carriage:

- When the Horse(s) is in harness and attached to the Carriage, the Driver must be on the Box Seat in control of the reins at all times and/or sitting alongside a Student (receiving Tuition)
- If the Driver dismounts, a Groom must be in control of the Horse(s) by holding the head via means of a lead rope attached to the bit ring or headcollar or by holding reins close to the Horse's head
- Passengers must not be in Carriage unless the Driver is on the Box Seat in control of the horse(s)
- Cover is limited to Tuition and Pleasure Rides only

All other terms, conditions and exclusions remain unaltered.

Cross Country Courses Condition

It is a condition precedent to Underwriters' liability that:

a. The **Insured** must complete an up-to-date **Documented Inspection/Maintenance Log** of the Cross-Country Course(s) (including Jumps) prior to use by Third Parties

b. All Riders participating in "Cross Country" must be assessed by the Proprietor(s) and/or a Senior Instructor and adjudged to be of Intermediate or Advanced Riding Ability/Experience.

All other terms, conditions and exclusions remain unaltered.

Bona Fide Sub-Contractors Condition

It shall be a condition precedent to liability that on each occasion where any bona fide sub-contractor is contracted by the **Insured** to perform work on the **Insured's** or their Principal's behalf

a. the **Insured** shall obtain confirmation that any such bona fide sub-contractor has in full force and effect current insurance Policy/ies covering Employers' Liability for a minimum Limit of Indemnity of €10,000,000 and Public/Products Liability for a minimum of Limit of Indemnity of €5,000,000 and shall retain copies of the Certificate of Insurance or other documents evidencing such insurances

b. the **Insured** shall ensure that the bona fide sub-contractors' insurance Policy/ies has been extended to indemnify the **Insured** in respect of any liability which may attach to the insured as a result of work performed by the bona fide sub-contractor on the **Insured's** or their Principal's behalf

For the purpose of this Condition bona fide sub-contractor shall mean any company or firm or individual which enters into a contract with the **Insured** for services and/or supplies goods or materials in conjunction with labour but shall not include any company or firm or individual entering into a contract of service supplying labour only

All other terms, conditions and exclusions remain unaltered.

Children's Play Area Condition

It is a condition precedent to Underwriters' liability that that cover afforded by this Policy in respect of Children's Play Area at the **Insured's** premises is subject to the following conditions: -

a. All equipment is maintained and serviced in accordance with the manufacturer's instructions;

- b. Appropriate safety signs are provided where necessary that give instructions on the safe use of the equipment;
- c. All equipment is structurally safe being operated and maintained in a safe manner, compliant with the relevant sections of the Safety, Health & Welfare at Work Act 2005;
- d. All equipment is supervised by a responsible Adult at all times whilst in use;
- e. Children (under 12 years of age) are not permitted to use the equipment unless accompanied by an adult

(1) Specific Policy Exclusions

Insurer(s) shall have no liability under this policy to provide an indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of any **Injury** or **Damage** to property caused by the following:

- (a) Farming and other non-equine activities/ventures
- (b) Horse Riding Instruction/Tuition provided on any Horse owned by or on loan to the **Insured** and/or in connection with any activities which make the **Insured** subject to the Regulations of the Riding Establishments Act(s) or the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018
- (c) Unaccompanied Trekking or Hacks on Horses owned by the **Insured**

All other terms, conditions and exclusions remain unaltered.

(2) Excess Amendment

It is hereby noted and agreed that the Excess is increased to EUR 5,000 each and every Third Party Property **Damage** and Bodily **Injury** claim in respect of activities undertaken outside of Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man

All other terms, conditions and exclusions remain unaltered.

Pony/Donkey Rides Conditions

It is a condition precedent to Underwriters' liability that cover afforded by this Policy in respect of Pony / Donkey Rides is subject to the following conditions:

Protective Clothing

All riders whilst mounted (including mounting and dis-mounting) must wear a hard hat compliant to current standards. Riders must wear appropriate footwear approved by the Assured, or correctly fitting toe stoppers are fitted to the stirrups.

Supervision of Riders

The Ponies / Donkeys must always be on a lead-rein and only be led by experienced handlers aged 16 years old or over. A Director or senior staff member will be in attendance at all times supervising the activities

Risk Assessments

All venues are risk assessed in advance of the event taking place and re-assessed as appropriate throughout the event.

Animal Records

A record of each animal is to be kept including the following information:

- Photograph
- Height (in hands)
- Colour
- Age
- Where and when it was obtained from and, if sold, details of the sale

Welfare of Animals

No animal is to be ridden by third parties if it is suffering from:

- Saddle Sores
- Pressure Points
- Wither problems
- Split mouths
- Lumps, bumps or cuts

BSE Exclusion

This Policy will not provide indemnity for any loss, injury, damage, claim or Defence Costs arising out of, alleging or attributable (directly or indirectly) to Bovine Spongiform Encephalopathy (BSE) or any by-product or associated disease therefrom