

# Association of Irish Racehorse Owners Liability Insurance Policy

## Insurance Product Information Document

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Details about the extent of our authorisation and regulation by the Central Bank of Ireland are available from us on request.

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre-contract and contractual information about the product is provided in your policy documentation. The full terms and conditions of this insurance can be found in the policy document which is available on request from your broker.

### What is this type of Insurance?

This is a combined liability insurance policy to insure you against legal liability for accidental Injury or damage to property that occurs during the period of coverage and arises out of and in connection with your equestrian business.



#### What is insured?

- ✓ **Public Liability** Covers your legal liability for accidental Injury to any person or accidental Damage to Property up to the Limit of Indemnity shown in your Schedule of Insurance.
- ✓ Costs, expenses and solicitors fees incurred by you in respect of any claim against you subject to written consent by the Insurer.



#### What is not insured?

- ✗ **Excesses of EUR 1,000 of each and every claim made against you for loss of or damage to third party property.** You are responsible for paying this amount in the event of a claim
- ✗ 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 (other than use in the course of your Business in any indoor or outdoor arena with an artificial surface)
- ✗ The ownership, possession or use of any mechanically propelled vehicle (subject to compulsory insurance or security) and any horse drawn, mule drawn or donkey drawn vehicle
- ✗ All loss or damage or bodily injury caused by pollution or contamination.
- ✗ Fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- ✗ Any liability assumed by you by agreement unless such liability would have attached to you in the absence of such agreement
- ✗ Any award of punitive or exemplary damages whether as fines, penalties or otherwise
- ✗ Bodily injury sustained by an Employee
- ✗ Bodily injury, loss of or damage to Property directly or indirectly from wrongful advice, design or specification.
- ✗ Any claim arising due to terrorism
- ✗ Any claim arising from war, invasion, acts of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition.



## Are there any restrictions on cover?

- ! Cover is provided for any horse owned by you who is kept for the purposes of racing or Point-to-Pointing (providing the horse is being trained by a licensed trainer only) whilst the horse:
  - (a) is being prepared to go in to training at a licensed trainers yard in Ireland or Great Britain, or
  - (b) is being trained at a licensed trainers yard in Ireland or Great Britain, or
  - (c) is out of training, provided the horse is only out of training on a temporary basis and is within Ireland or Great Britain.
  - (d) is temporarily outside Ireland or Great Britain for the purposes of participating in a race only.
- ! You must ensure that when you discover any circumstance or event which may give rise to a claim that you adhere to the claims procedure as set out in your policy documentation
- ! This policy sits in excess of any other valid and collectable insurance policy in place at the time of a claim.



## Where am I covered?

- ✓ Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- ✓ Elsewhere in the World on a temporary basis.



## What are my obligations?

- You must give immediate notice to the Insurer of anything which may give rise to a claim being made against you.
- You must advise Insurers immediately if you have any knowledge of any impending prosecution, inquest or fatal accident injury which you are involved in.
- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance
- You must tell your broker as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance
- You must take all reasonable care to prevent accidents and act in accordance with all statutory obligations and regulations.
- Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy
- Any fraud, misstatement or concealment in relation to any matter affecting coverage, or in connection with a claim, will render this policy null and void and all claims shall be forfeited.



## When and how do I pay?

The Association of Irish Racehorse Owners will advise you of the full details of when and the options by which you can pay. Payment for this insurance is included within your Association of Irish Racehorse Owners membership fee.



## When does the cover start and end?

This insurance cover is from the date your membership starts until 1<sup>st</sup> January 2020.



## How do I cancel the contract?

Being part of a group policy effected by the Association of Irish Racehorse Owners this insurance does not provide you with the statutory right to cancel within 14 days.

In the event of the name of the individual member, Syndicate, Racing Club or Company being removed from the register held by the Master Policyholder during the Policy Period for any reason whatsoever, the coverage in respect of the said individual member, or all members of the said Syndicate, Racing Club or Company or Partnership shall be cancelled from the time of such removal.