

**Members' Wording**

**Master Policy of Public Liability Insurance**

**Issued to**

**The Association Of Irish Racehorse Owners**

**To cover**

**Each Member of The Association Of Irish Racehorse Owners  
during the Period of Insurance.**

## Scheme Administrator

This scheme is administered on behalf of the Members of The Association Of Irish Racehorse Owners by Howden. If **you** have any queries relating to this **policy** please contact:

Howden  
21, rue Glesener,  
L-1631 Luxembourg,  
Grand Duchy of Luxembourg

Email: Info.equine@howdengroup.com  
Tel: +44 (0)20 7133 1387

## Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via Howden who will be able to advise **you** on what to do next.

Please refer to Policy Condition 1 on Page 12 for full details of the claims procedure and conditions.

## Policy Information

Not forming part of this Insurance **policy**

This **policy** has been prepared in accordance with the instructions of the **Master Policy Holder** on behalf of the Members. Please read it carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if any correction is necessary.

This **policy** consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this **policy** or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the **policy** which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this **policy**;
- the **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided;
- any **Endorsement(s)** which might apply to the **policy** or individual Sections and which incorporate cover and amendments extensions limitations and such like.

**You** should immediately notify **us** via Howden of any changes which may affect the insurance provided by this **policy**.

Alterations in the cover required after issue of the **policy** will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should file with the **policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **policy** to ascertain precise details of cover currently in force.

The Association Of Irish Racehorse Owners  
Members Public Liability Insurance

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## Definitions

These definitions are applicable to the whole **policy** wherever these words appear in **bold**.

<b>Damage</b>	Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible <b>property</b> . Damaged will have the equivalent meaning.
<b>Data</b>	Means facts concepts and/or information converted to a form useable in <b>your</b> computer operations, for example business and customer files accounts and personal files and images, owned leased or rented by <b>you</b> or for which <b>you</b> are legally responsible.
<b>Excess</b>	Means the amounts specified in the policy which you shall pay in respect of all damages, compensation, claimants' costs, legal costs, and expenses before we shall be liable to make any payment. The excess shall apply to each occurrence other than in respect of legal liability arising out of injury, where the excess shall not apply.
<b>Indemnify</b>	Means <b>we</b> will pay <b>you</b> for liabilities incurred under the terms of this <b>policy</b> . Indemnified shall have the same meaning.
<b>Injury</b>	Means bodily injury, death, disease, illness, nervous shock or mental injury.
<b>Racehorse(s)</b>	Means a Thoroughbred racehorse owned by a <b>Member</b> , being kept at the time solely for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Point to Pointing (providing the horse is being trained by a licensed trainer only) while the horse: <ul style="list-style-type: none"><li>a) is being prepared to go into training at a licensed trainers yard in Ireland or Great Britain; or</li><li>b) is being trained at a licensed trainers yard in Ireland or Great Britain; or</li><li>c) is out of training (this includes whilst resting or recuperating, provided the intention is to resume a racing career) provided the horse is only out of training on a temporary basis and is within Ireland or Great Britain.</li></ul>
<b>Legal Costs</b>	Means:

1. costs of legal representation at:
  - a. any Coroner’s Inquest or Fatal Accident Inquiry;
  - b. proceedings in any court arising out of any alleged breach of statutory duty;
2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent.

**Master Policy Holder**

Means The Association of Irish Racehorse Owners.

**Member**

Means

- a) any individual member of The Association Of Irish Racehorse Owners whose name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance**, but only in respect of the **Racehorse(s)** owned by the said individual.
- b) any member of a Syndicate or Racing Club or Company that is a member of The Association Of Irish Racehorse Owners and whose Syndicate or Racing Club or Company name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance**, but only in respect of the **Racehorse(s)** owned by that Syndicate or Racing Club or Company.
- c) any member of a Partnership that is a member of The Association Of Irish Racehorse Owners and whose Partnership name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance**, but only in respect of the **Racehorse(s)** owned by that Partnership.

**Occurrence**

Means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **injury** and/or **damage to property**.

All **injury** or **damage to property** consequent upon or attributable to one source or originating cause shall be deemed to be one **occurrence** irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or organisations who sustain **injury** and/or **damage to property**.

**Period of Insurance**

Means the time for which this insurance is in place. If you are a new member, this starts from the beginning of **your** Association Of Irish Racehorse Owners membership in 2021 and ends on 31<sup>st</sup> December 2021.

If you are an existing member of the Association Of Irish Racehorse Owners, then this insurance begins on 1<sup>st</sup> January 2021 and ends on 31<sup>st</sup> December 2021 as long as you keep your membership in place.

**Person Employed**

Means:

1. a person under contract of service or apprenticeship with **you**;
2. a labour master or labour only sub-contractor or person supplied by any of them;
3. a self-employed person;
4. a person hired to or borrowed by **you**;
5. a person undertaking study or work experience;
6. a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment.

**Pollutant**

Means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

**Pollution**

Means the actual or threatened discharge, seepage, migration of any **pollutant** pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or **damage** or **injury** caused by such pollution contamination.

**Policy**

Means the contract of insurance between **you** and **us**.

**Premium**

Means the proportion of **your** membership fee used to pay for this **policy**.

<b>Property</b>	Means material property of a Third Party. For the purposes of this <b>policy</b> electronic <b>data</b> is not property.
<b>Product</b>	Means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by <b>you</b> or on <b>your</b> behalf and no longer in <b>your</b> possession or under <b>your</b> control.
<b>Territorial Limits</b>	means Ireland and Great Britain.
<b>Terrorism</b>	means an act, including but not limited to the use of force or violence and/or the threat 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), 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.
<b>We/Us/Our</b>	<p>Means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.</p> <p>LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.</p>
<b>You/Your/Yours</b>	Means any <b>Member</b> of the Association Of Irish Racehorse Owners, who has paid their subscription to the association and is covered under this insurance contract.

## Important Information

### Limit of Liability and Excess

Limit of Liability            EUR 6,500,000 per **occurrence**

**Excess**                        EUR 1,000 per **occurrence**

Irrespective of:

- a. the number of **Members** and/or parties and/or entities entitled to cover;
- b. the number of claimants.

The amount **we** are liable to pay under this **policy** including all Extensions and **legal costs** in respect of any one **occurrence** shall not exceed the Limit of Liability stated above.

## Policy Cover

The cover under this **policy** is on a Claims Occurring basis. That means it only covers claims that occur during the **period of insurance** and notified to **us** in accordance with the terms and conditions of the **policy**.

**We will indemnify you** subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this **policy**

1. against legal liability for damages and claimant's costs and expenses in respect of:
  - a. accidental **injury** sustained by any person caused by a **Member's Racehorse**;
  - b. accidental **damage to property** caused by a **Member's Racehorse**;

Occurring during the **period of insurance** within the **territorial limits**.

2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

If any claim covered by this **policy** 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.



## Policy Exclusions

We shall not be liable to **indemnify you** in respect of any claim, costs or expenses:

1. You and Family Members

for **injury to you** or any member of **your** family or household.

2. Injury Sustained by Persons Employed

for **injury** sustained by any **person employed** arising out of and in the course of employment by **you**.

3. Product

directly or indirectly caused by, arising from or in connection with any **product**.

4. Pollution Contamination

caused by, arising from or in connection with **pollution** contamination of the atmosphere or of any water, land, buildings or other tangible **property** except to the extent that **you** can demonstrate that such **pollution**;

(a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**

(b) was not the direct result of **your** failure to take reasonable precautions to prevent such pollution

Provided always that all such pollution which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

5. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle or attached trailer by **you** or on **your** behalf in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

- a. mechanical plant while operating as a tool of trade
- b. the loading or unloading of any vehicle or trailer except in respect of legal liability for which:
  - i. insurance or security is required by law;
  - ii. indemnity is provided by any motor insurance contract.

6. Property in Your Care Custody or Control

for loss of or **damage** to **property** belonging to or in **your** care, custody or control, or that of **your** family, household or person in **your** service.

7. Radioactive Contamination

directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

#### 8. Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

#### 9. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

#### 10. Excess

for the amount of the **excess** stated in the **policy**.

#### 11. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of and/or **person employed** howsoever arising.

#### 12. Asbestos

arising directly or indirectly from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

#### 13. Terrorism

for **injury**, loss, **damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **terrorism** (including any threat or hoax of an act of **terrorism** or sabotage). For the purpose of this exclusion, injury shall include mental anguish, or emotional distress.

#### 14. Cyber

this **policy** does not cover any loss, **damage**, liability, claim, cost, fee or expense caused by:

- i. the use of, or inability to use;
- ii. any error or omission relating to the use of; or
- iii. any hoax or threat relating to the use of;

any application, process or software.

#### 15. Mould and Fungus

for **damage** to any **property** or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purpose of this exclusion "Fungal Pathogens" means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

#### 16. War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

17. Hire or Reward

for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a **Horse** for hire or reward including for the provision of instruction or coaching.

18. Known Incidents

arising from circumstances known to **you** before the start of this **policy**.

19. Personal Data Breach

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from) , any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

20. Trade or Profession

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), the carrying on of any trade business, profession or employment where it is **your** principal source of income.

21. Professional Advice

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), Professional advice, design, service or specification given for a fee, but not for personal injury or property damage.

22. Contractual Liability

arising from liability assumed or rights waived by **you** under any contract or agreement, except to the extent that such liability would have attached to **you** in the absence of such contract or agreement.

## Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this **policy**:

### 1. Claims procedure

**You** shall give **us** notice as soon as reasonably practicable of any **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

**You** shall also give all such additional information as **we** may require and co-operate with **us** or **our** appointed agents during each stage of any claim.

**You** shall not admit liability or make any offer or promise of payment without **our** prior written consent.

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **us** immediately after they are received.

**We** shall be entitled either before or after any payment is made by **us** under this **policy** to take over at **our** own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in **your** name and on **your** behalf.

**You** must not destroy any evidence, plant or other property relating to an **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

**You** shall keep adequate records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

Ben Evans  
Howden  
21, rue Glesener,  
L-1631 Luxembourg,  
Grand Duchy of Luxembourg

Phone: +44 (0)12 3440 8610  
Email: ben.evans@howdengroup.com

### 2. Observance of Terms and Right of Recovery

**You** must observe and comply with all the terms of this **policy**, including anything to be done or complied with, before being able to benefit under this **policy**.

### 3. Excess

No claim will be paid until the applicable **excess** for that claim has been paid to and received by **us**.

### 4. Non-Contribution Clause

If any claim covered by this **policy** 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.

## 5. Discharge of Liability

In respect of any claim against **you** to which a Limit of Liability applies, **we** may at any time pay the amount of that Limit after deduction of any sums already paid or incurred or any less amount for which at **our** absolute discretion that claim can be settled. **We** will relinquish control of that claim and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **legal costs**.

## 6. Cancellation

The **Master Policy Holder** can cancel this insurance at any time.

**You** can cancel this insurance by ending **your** membership with The Association Of Irish Racehorse Owners.

**We** can cancel this insurance by giving the **Master Policy Holder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- 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 to **us** or to Howden.

## 9. Precautions and Reasonable Care

**You** shall take all reasonable precautions:

- a. for the safety of and to avoid, prevent or minimise any **damage to property**; and
- b. to avoid, prevent or minimise any **injury** to others

which might give rise to a claim under this **policy**.

**You** shall also:

- a. comply with all statutory and other obligations and regulations imposed by any authority;

## 10. Fraud

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

- a) are not liable to pay the claim; and
- b) may recover from you any sums paid by us to you in respect of the claim; and
- c) may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** rights under Condition 10. c) above:

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

This condition will only apply to **you** as an individual and not the entire group if the fraud was perpetrated by **you** and not the **Master Policy Holder**.

## 11. Subrogation

**We** may take any action **we** consider necessary to enforce **your** rights and **our** rights under the **policy**. Under this **policy** **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, either before or after any payment is made by **us** under this **policy**.

**We** will exercise **our** rights in accordance with the Consumer insurance Contracts Act 2019, specifically those section in force and commenced.

## 12. Termination of Membership

Termination of **your** membership of The Association Of Irish Racehorse Owners from any cause will similarly terminate cover under this **policy** from the same date.

## 13. Stamp Duty

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

## Further Information

### Complaints Procedure

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that you are dissatisfied please contact us so we can do what we can to help. We take complaints very seriously and aim to address all concerns fairly and efficiently. If you feel that we have not offered you this standard or you have any questions about your contract or the handling of a claim, then in the first instance you should contact your insurance broker or intermediary who arranged this insurance for you or the branch that issued the Policy.

If you are still not satisfied with the service and wish to make a complaint, you may do so in writing or verbally using the contact details below:

#### Compliance Officer

Liberty Mutual Insurance Europe SE  
20 Fenchurch Street  
London EC3M 3AW  
Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting your policy and/or claim number;

or

#### Compliance Officer

Liberty Mutual Insurance Europe SE  
5-7 rue Léon Laval  
L-3372 Leudelange  
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting your policy and/or claim number.

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to the Financial Services and Pensions Ombudsman (FSPO) which is a free and impartial service, who may be contacted at:

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.  
Tel: (01) 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

To confirm whether you are eligible to ask the FSPO to review your complaint find out more at [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances ([www.caa.lu](http://www.caa.lu)), Service National du Médiateur de la consommation - consumers only - ([www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)) or Médiateur en Assurances ([www.ulc.lu/fr](http://www.ulc.lu/fr)).

If You were sold this product online or by other electronic means and within the European Union (EU) You may refer Your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of Your complaint the ODR will escalate Your complaint to Your local dispute resolution service - this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/od>

#### Financial Services Compensation Scheme

If Liberty Mutual Insurance Europe SE are unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

#### Data Protection Notice

How Liberty Specialty Markets uses **your** personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com) or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-cookies](http://www.libertyspecialtymarkets.com/privacy-cookies) for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

#### Sanctions

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

#### Law & Jurisdiction



In the event of any dispute relating to any terms, conditions, limitations or exclusions of this **policy**, such dispute shall be dealt with according to the law of Ireland, and only a competent court in Ireland shall have jurisdiction. The **premium** has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.