

Lloyd's Insurance Company S.A. Policy

This policy is insured by Lloyd's Insurance Company S.A.

If any terms, clauses or conditions are unclear you are advised to contact your insurance intermediary immediately.

This policy is signed on behalf of Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com E-mail: LloydsEurope.Info@Lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

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 3 8577 950

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 Page 13 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**.

Damage

Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible **property**. Damaged will have the equivalent meaning.

Data

Means facts concepts and/or information converted to a form useable in **your** computer operations, for example business and customer files accounts and personal files and images, owned leased or rented by **you** or for which **you** are legally responsible.

Excess

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.

Indemnify

Means we will pay you for liabilities incurred under the terms of this policy. Indemnified shall have the same meaning.

Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

Racehorse(s)

Means a Thoroughbred racehorse owned by a **Member**, 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:

- a) is being prepared to go into training at a licensed trainers yard in Ireland, Northern Ireland or Great Britain; or
- b) is being trained at a licensed trainers yard in Ireland, Northern Ireland or Great Britain; or
- 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, Northern Ireland or Great Britain.

Legal Costs

Means:

- 1. costs of legal representation at:
 - a. any Coroner's Inquest or Fatal Accident Inquiry;
 - 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. The Master

Member

Policy Holder has arranged this insurance and is the contracting party for this insurance.

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 2024 and ends on 31st December 2024.

If you are an existing member of the Association Of Irish Racehorse Owners, then this insurance begins on 1st January 2024 and ends on 31st December 2024 as long as you keep your membership in place.

Person Employed

Means:

- 1. a person under contract of service or apprenticeship with you;
- 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 this contract of insurance and consists of this Master Policy, the Members' Wording and any endorsements.

Premium

Means the amount the **Master Policy Holder** must pay **Us** for this insurance.

Property

Means material property of a Third Party. For the purposes of this **policy** electronic **data** is not property.

Product

Means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by you or on your behalf and no longer in your possession or under your control.

Territorial Limits

means Ireland and the United Kingdom, or elsewhere in the world providing that the **racehorse** is outside of Ireland or the United Kingdom on a temporary basis only for a period no longer than 30 days.

Terrorism

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.

We/Us/Our

Means Lloyd's Insurance Company S.A. A Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE

(Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com
E-mail: LloydsEurope.Info@Lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

You/Your/Yours

Means any **Member** 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 an **occurrence** basis. That means it only covers an **occurrence** 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 a person caused by a Member's Racehorse;
 - b) accidental damage to property owned by others caused by a Member's Racehorse;

as a result of an occurrence 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 employed.

7. Nuclear Exclusion

This insurance does not cover loss, damage or liability due to any nuclear reaction, nuclear radiation or radioactive contamination

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

This insurance excludes loss, damage, liability, cost or expense due to any:

- a) act of terrorism and/or
- b) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

An act of terrorism means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

14. Cyber

We will not pay for any loss caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data

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 byproduct or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosis.

16. War

This insurance does not cover loss, damage or liability due to:

- a) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared, or;
- b) a rebellion, revolution, insurrection, military or usurped power

17. Hire or Reward

for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a **Horse** or **Horse** drawn vehicle 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 Phone: +44 (0)12 3440 8610
Howden Email: ukclaims@howdengroup.com
21, rue Glesener,
L-1631 Luxembourg,

2. Excess

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

3. Non-Contribution Clause

Grand Duchy of Luxembourg

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.

4. 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**.

5. 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.

6. 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;

7. 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 date **you** submit the claim.

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

- 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**.

8. 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.

However, we are not entitled to take action:

- 1. where **you** have not exercised **your** rights and **you** might reasonably be expected not to exercise those rights because **you** and the other person are members of the same family or are cohabitants. However, this does not apply where the conduct of the other person was serious or wilful misconduct.
- 2. Against **persons employed**, unless we prove the loss was caused by such **persons employed** intentionally or recklessly and with knowledge that the loss would probably occur.

9. 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.

10. 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.

11. Third Party Rights

Nothing in the **policy** should be read as overriding a third party's rights to claim against **us** under the Consumer Insurance Contracts Act 2019.

Further Information

Complaints Notice - Ireland

Any complaint should be addressed to:

Head of Complaints Management Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

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

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

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Ireland

Tel: +353 1 567 7000 E-mail: <u>info@fspo.ie</u> Website: www.fspo.ie If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027B 18/11/2022

Data Protection Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

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

Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For

example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website https://www.lloydseurope.com where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need to contact the insurance agent or insurance broker that arranged your insurance at:

Email: info.equine@howdengroup.com

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A. Bastion Tower Place du Champ de Mars 5 1050 Bruxelles Belgium

Email: LloydsEurope.DataProtection@lloyds.com

LBS0046D

17/03/2023

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

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

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200

5 October 2023

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.

Service Of Suit And Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Ireland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Ireland.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to

Eamonn Egan Lloyd's Insurance Company S.A 7/8 Wilton Terrace Dublin 2, D02 KC57

Tel: +353 16441000

Email: LloydsIreland@Lloyds.com

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

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