

MASTER POLICY OF

EMPLOYERS', PUBLIC AND PRODUCTS LIABILITY INSURANCE

issued to:-

THE IRISH PONY CLUB LIMITED
TRADING AS THE IRISH PONY CLUB

to cover:-

The Irish Pony Club Limited trading as The Irish Pony Club and the Branches and individual Members thereof.

In all communications the Master Policy number appearing in the Schedule should be quoted.

IRISH COMPLAINTS NOTICE

Complaint handling arrangements

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. Any complaint should be addressed to the Insurer at the following address with a copy to your Broker:

The Compliance Officer

R&Q Managing Agency Limited,
Lloyd's Syndicate DTW1991,
71 Fenchurch Street,
London,
EC3M 4BS
Email: complaints@dtw1991.com
Tel +44 (0)20 7 977 0876

The Lloyd's managing agent, R&Q Managing Agency Limited ('RQMA') on behalf of Lloyd's Syndicate DTW1991, will acknowledge receipt of your complaint in writing within five (5) business days giving you a point of contact for your complaint until the complaint is resolved or cannot be progressed any further. Following such acknowledgement, RQMA will aim to provide you with an update on the progress of the investigation of your complaint, in writing, within twenty (20) business days of the complaint being made. RQMA will aim to provide you with its decision on your complaint, in writing, within forty (40) business days of the complaint being made.

Should you remain dissatisfied with the final response from RQMA or if you have not received a final response within forty (40) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Ombudsman Service
3rd Floor,
Lincoln House
Lincoln Place,
Dublin 2, Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

01/07/15
LSW1836A (amended) – v1

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.

Underwriters by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Lloyd's Underwriters are regulated by The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

WE, THE UNDERWRITERS, hereby agree with

The Irish Pony Club Limited trading as The Irish Pony Club
(hereinafter called the "Master Policy Holder")

to provide to the extent and in the manner detailed in the Employers', Public and Products Liability Sections hereof Insurance for The Irish Pony Club Limited trading as The Irish Pony Club and the Branches and individual Members thereof for the Period of Coverage set forth in the Evidence of Insurance.

The Evidence of Insurance is issued by the Master Policy Holder to its Members (as defined herein) and is in the form of the sample Evidence of Insurance attached, for the limit of indemnity expressed therein.

The coverage provided to the above under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

DEFINITIONS

In this Master Policy:

- 1) "Assured" shall mean
 - (I) The Irish Pony Club Limited trading as The Irish Pony Club and the Branches thereof and, at the request of the Assured,:-
 - (a) any director, partner or Employee of the Assured 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 Assured in respect of liability for which the Assured would have been entitled to indemnity under this Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer or committee of the Assured.
 - (c) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (d) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (e) any sponsor or grantor of the Assured.
 - (f) any Judge, Steward, Instructor or other Official or any Volunteer, but only whilst acting for or on behalf of The Irish Pony Club Limited trading as The Irish Pony Club or the Branches thereof including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter.

Provided that such person shall as though he were the Assured observe fulfil and be subject to the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

- (II) The Royal Dublin Society but only in respect of equestrian events organised by The Irish Pony Club Limited held at the RDS Showground.
- (III) Vincent Fitzpatrick but only in his capacity as owner of the land occupied by the office of The Irish Pony Club Limited.

- 2) "Business" shall mean:-
 - (I) the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith,:-
 - (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 Assured for any director or senior official of the Assured by an Employee of the Assured
 - (II) the promotion and/or organisation of and/or participation in and/or attendance at Pony Club Sections in Events organised by The Irish Long Distance Riding Association (Northern Region)
 - (III) participation in and/or attendance at overseas events by an official team representing the Republic of Ireland

and no other for the purposes of this Master Policy.

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

- 4) "Property" shall mean material property.
- 5) "Damage" shall mean physical damage and includes physical loss.
- 6) "Employee" shall mean:-
- (a) any person under a contract of service or apprenticeship with the Assured
 - (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 who is hired to or borrowed by the Assured
 - (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 Assured in connection with the Business.
- 7) "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 Assured.
- 8) "Member" shall mean:-
- (a) any member of a Branch of The Master Policy Holder who has paid the necessary membership subscription to the said Branch from the time that such payment is accepted by the Branch until such time as the said member's membership of the Branch expires.
 - (b) any person granted temporary membership of The Master Policy Holder by virtue of attending a "taster day" with a view to obtaining full membership
- or**
- (c) if required by Law, the parent or guardian of the said member.
- 9) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 10) "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.
- 11) "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.

INSURING CLAUSES

The Underwriters will subject to the terms, Exclusions, Conditions and Endorsements contained herein indemnify the Assured against:-

A. in respect of the Employers' Liability Section only:-

- (I) all sums which the Assured shall become legally liable to pay as damages in respect of Injury which arises in connection with the Business.
- (II) claimant's costs and expenses in respect of Injury 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 Assured which may be the subject of indemnity under this Master Policy.
- (IV) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured 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 Master Policy.

Up to but not exceeding the Limit of Indemnity set forth in the Employers' Liability Section.

B. in respect of the Public Liability and Products Liability Sections only:-

- (I) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Public Liability and Products Liability Sections and, in addition to the aforementioned Indemnity Limit(s), claimant's costs and expenses in respect of Injury or Damage to Property 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 Assured which may be the subject of indemnity under this Master Policy.
- (III) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured 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 Master Policy.

It is agreed between the Underwriters and the Assured that indemnity provided by this Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union 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.

EMPLOYERS' LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses but only for Injury sustained by any Employee of the Assured arising out of and in the course of his employment with the Assured and caused during the Period of Coverage set forth in the Evidence of Insurance:

- (a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- (b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

EXCLUSIONS

- 1) This Section shall not indemnify any Member.
- 2) The Underwriters shall not indemnify the Assured under this Section against liability for Bodily Injury sustained by any Employee:-
 - (i) 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.
 - (ii) arising out of Terrorism.

RIGHTS OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with such provisions as any applicable law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man may require but the Assured 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 Assured under this 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 EUR 13,000,000.00

PUBLIC LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:-

- 1) Accidental Injury to any person
- 2) Accidental Damage to Property
- 3) Accidental obstruction , loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening during the Period of Coverage set forth in the Evidence of Insurance:-

- (a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- (b) elsewhere in Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of the countries specified in (a)
- (c) elsewhere in the World arising out of Business visits by directors or officials or non-manual Employees or Members ordinarily resident in any of the countries specified in (a).

EXCLUSIONS

The Underwriters shall not indemnify the Assured under this Section against liability:-

- 1) for Injury sustained by any Employee.
- 2) for Damage to Property belonging to the Assured or in the custody or control of the Assured or any Employee other than:-
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents not being premises leased or rented to the Assured which are temporarily occupied by the Assured for the purpose of carrying out the activities of the Assured.
 - (c) any Horse in the custody or control of the Assured.
- 3) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-
 - (a) 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 Assured is not entitled to indemnity under any other policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding 6 metres in length).
- 4) caused by any Products after they have ceased to be in the custody or control of the Assured other than food or drink.

EXCESS

This Section shall exclude the first EUR 2,000.00 of each and every claim in respect of Damage to Property.

LIMIT OF INDEMNITY

The Liability of the Underwriters for all damages payable by the Assured under this 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 EUR 6,500,000.00

EXTENSIONS (Subject to all the terms, Conditions, Limitations, Limit of Indemnity and Exclusions of this Section).

1) Members Indemnity.

This Section extends to indemnify any Member in accordance with the Insuring Clauses for Accidental Injury to any person or Accidental Damage to Property arising whilst the Member is attending or participating in any official Irish Pony Club activities including training days and social activities.

In respect of this Extension only, Exclusion (2) to this Section is amended to read as follows:

- (2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

In respect of Members the Definition of "Business" is extended to include the participation in activities organised by The Association of Irish Riding Clubs excluding whilst travelling to or from such activities.

2) Landowners Indemnity.

This Section extends to indemnify in like manner to the Assured any landowner, occupier or farmer or Forestry Commission on whose land (including any structures contained thereon) events or other activities organised by the Assured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only and the owner of any stabling utilised by the Assured in the course of the Business.

3) Defective Premises.

This Section extends to indemnify the Assured against liability in respect of Injury or Damage to Property arising in respect of any premises disposed of by the Assured.

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.

4) Member to Member.

This Section extends to indemnify any Member in respect of liability, as provided for in Extension 1, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim or during the Period of Coverage set forth in the Evidence of Insurance in excess of the amount stated as the Limit of Indemnity.

In respect of this Extension only, Exclusion (2) to this Section is amended to read as follows:

- (2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

5) Leased or Rented Premises.

This Section extends to indemnify the Assured in respect of liability, as herein defined, for Damage to premises (or the fixtures or fittings thereof) leased or rented to the Assured.

Provided that the indemnity shall not apply in respect of liability for:

- (a) Damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first EUR 2,000.00 of such Damage.

6) Contingent Liability (Non-owned Vehicles).

This Section extends to indemnify the Assured in respect of liability, as herein defined, arising out of the use of any motor vehicle not the property of or provided by the Assured 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 Assured.
 - (ii) driven with the general consent of the Assured or of his representatives by any person who to the knowledge of the Assured 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 Assured to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used elsewhere than in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man.
- (c) where indemnity is provided or but for the existence of this Master Policy would be provided by any other policy or policies.

PRODUCTS LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:-

- 1) Accidental Injury to any person
- 2) Accidental Damage to Property

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

EXCLUSIONS

The Underwriters shall not indemnify the Assured under this Section against liability:-

- 1) in respect of Damage to any Product or contract work executed by the Assured caused by any defect therein or the unsuitability thereof for its intended purpose.
- 2) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any Product or Contract work executed by the Assured necessitated by any defect therein or the unsuitability thereof for its intended purpose.
- 3) for Injury or Damage to Property caused by any Product used with the knowledge of the Assured for incorporation into the structure, machinery or controls of any aircraft.
- 4) for Injury or Damage to Property arising from any Product while such Product remains in the possession of or under the control of the Assured.
- 5) 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.
- 6) arising out of food or drink supplied by the Assured.
- 7) for Damage arising from the failure of any Product to fulfil its intended function.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Assured under this Section in respect of all claims made against the Assured during the Period of Coverage set forth in the Evidence of Insurance shall not exceed EUR 6,500,000.00

EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTIONS

- 1) The Underwriters shall not be liable under this Master Policy:-
 - (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 Master Policy 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 Evidence of Insurance provided that all discharges, dispersals, release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Master Policy 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 Evidence of Insurance shall not exceed in the aggregate the amount stated in the Public Liability Section as the Limit of Indemnity.

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

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated as the Limit of Indemnity for the Public Liability Section.

- 2) Notwithstanding anything contained in Exclusion (1) above to the contrary the Underwriters shall not be liable under this Master Policy 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 Assured
 - (ii) at or from any site or location used by or for the Assured 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 Assured or any person or organisation for whom the Assured may be legally responsible
 - (iv) at or from any site or location on which the Assured or any contractors or subcontractors working directly or indirectly on behalf of the Assured 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 Assured 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 under this Master Policy 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.
- 4) The Underwriters shall not be liable under this Master Policy 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.
- 5) The Underwriters shall not be liable under this Master Policy:-
 - (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.

- 6) The Underwriters shall not be liable under this Master Policy for Bodily Injury, loss, damage, cost or expense of whatsoever nature 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.

EXTENSIONS TO THE EMPLOYERS' , PUBLIC AND PRODUCTS LIABILITY SECTIONS

1) CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

The Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Master Policy indemnify the Assured in respect of Injury or Damage to Property, to the extent that any contract or agreement entered into by the Assured with any Principal so requires, against liability assumed by the Assured and indemnify the Principal in like manner to the Assured in respect of the liability of the Principal, arising out of the performance by the Assured 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 Master Policy 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 Assured.

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured 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 Evidence of Insurance in respect of the Products Liability Section) in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.

2) CROSS LIABILITIES

If the Assured comprises more than one party the Underwriters will subject to the terms, Exclusions, Conditions and Endorsements of this Master Policy 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 Evidence of Insurance in respect of the Products Liability Section) in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.

3) WORLD WIDE TRANSPORTATION

In respect of the Public Liability and Products Liability Sections only and where the Business of the Assured includes activities which involve the transportation of Horses outside the geographical limits set forth therein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Master Policy indemnify the Assured in respect of legal liability for Injury or Damage to Property happening anywhere in the World arising out of such activities only.

CONDITIONS PRECEDENT TO LIABILITY

It is a condition precedent to Underwriters liability hereunder that:-

- 1) hard hats are worn whilst riding unless different headwear is specified in competition rules.

GENERAL EXCLUSIONS

The Underwriters shall not be liable under this Master Policy for:-

- 1) Injury or Damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Injury or Damage to Property directly or indirectly caused by contributed to by or arising from:-
 - (i) ionising radiation 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.
- 3) any liability of whatsoever nature directly or indirectly caused by contributed to by or arising from stunt riding or stunt training.
- 4) any claim arising from circumstances known to the Assured prior to the commencement of the Period of Coverage set forth in the Evidence of Insurance.
- 5) any liability which is assumed by the Assured 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.
- 6) any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.
- 7) Injury or Damage to Property 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 Assured holds competitions under Eventing Ireland and/or FEI rules.

THIS MASTER POLICY SHALL NOT PROVIDE ANY INDEMNITY TO THE SHOW JUMPING ASSOCIATION OF IRELAND

GENERAL CONDITIONS

- 1) The Assured or any Member shall:
 - (a) give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Assured or any Member and for which there may be liability under this Master Policy.
 - (b) advise the Underwriters immediately the Assured or any Member has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

Notice given to the following persons is considered to be notice given to the Underwriters:

Davies Ireland Limited
10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland.
Tel: 087 959 0579
E-mail: DTW1991claims@garwyn.com
Website: www.davies-group.com

The Assured or any Member 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 Assured or any Member the defence of any claim and to prosecute in the Assured's name or the name of the Member 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 Assured or any Member shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

The claims procedure shall apply notwithstanding any sums borne by the Assured or any Member as an excess.

- 2) Except as herein specified to the contrary if any claim covered by this Master Policy 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 or in respect of any qualified veterinary surgeon or other qualified medical person.
- 3) In respect of any qualified veterinary surgeon or other qualified medical person this Master Policy does not cover any claim which at the time of the happening of the occurrence giving rise to the claim is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances.
- 4) The Assured and the Members shall take reasonable precautions to prevent Injury or Damage and to maintain all buildings, furnishings and vehicles in sound condition. The Assured and the Members 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 the circumstances may require.
- 5) Notwithstanding anything contained in this Master Policy to the contrary this Master Policy may be cancelled by the Master Policy Holder at any time by written notice or by surrender of this Master Policy to the Underwriters. This Master Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policy Holder by delivering to the Master Policy Holder or by mailing to the Master Policy Holder by registered, certified or other first class mail, at the Master Policy Holder's address as shown in this Master Policy, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Master Policy shall terminate at the date and hour specified in such notice.

If this Master Policy shall be cancelled by the Master Policy Holder or by or on behalf of the Underwriters, the Underwriters shall receive the earned premium hereon.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 6) Any fraud, misstatement or concealment by the Assured or any Member either in the representation on which this coverage is based or in relation to any other matter affecting coverage or in connection with the making of a claim hereunder shall render this Master Policy in respect of the Assured or such Member null and void and all claims in respect of the Assured or such Member shall be forfeited.
- 7) If a payment exceeding the Limit of Indemnity 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 Section of this Master Policy under which the claim attaches bears to the amount paid to dispose of the claim.
- 8) If any part of the premium for coverage under this Master Policy has been calculated on estimates furnished by the Assured the Assured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such record. The Assured shall at 6 monthly intervals furnish such particulars and information as the Underwriters may require and the premium hereon shall be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum premium required.
- 9) Notwithstanding anything contained in this Master Policy to the contrary it is hereby understood and agreed that in respect of claim(s) made against the Assured or any Member in the United States of America and/or Canada arising out of the legal liability, as herein defined, of the Assured or any Member any costs, fees and expenses incurred with the Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Assured or any Member 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 Assured or any Member in the United States of America and/or Canada shall be included in the amount stated as the Limit of Indemnity for the Section under which the claim attaches.
- 10) The Master Policy Holder undertakes that premium will be paid in full to Underwriters within 60 days of inception of this insurance (or, in respect of instalment premiums, when due).

If the premium due under this insurance has not been paid to Underwriters by the 60th day from the inception of this insurance (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this insurance by notifying the Master Policy Holder via the broker in writing. In the event of cancellation, the premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full insurance premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this insurance.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Master Policy Holder via the broker. If the premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, this insurance shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

- 11) Termination of membership of The Irish Pony Club Limited trading as The Irish Pony Club from any cause will similarly terminate cover under this Master Policy from the same date.
- 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.

CONDITIONS APPLICABLE TO THE MASTER POLICY HOLDER ONLY

- 1) The Master Policy Holder shall keep accurate records of all transactions under this Master Policy and shall submit to Howden Insurance Brokers Limited, 16 Eastcheap, London EC3M 1BD the premiums specified in the attached Rates.
- 2) The Master Policy Holder shall use due diligence and exercise due care in all matters pertaining hereto.
- 3) The Underwriters or their nominees shall at all reasonable times and upon reasonable notice being given, be entitled to inspect all books, relevant records, correspondence and documents in possession of or accessible to the Master Policy Holder, which are in any way related to this Master Policy.

RATES

Premiums are due as follows:

Employers' Liability	EUR 1,050.00
Public/Products Liability	<u>EUR 24,150.00</u>
	<u>EUR 25,200.00</u>

The above premiums shall be increased by an amount of 5% of the premium in respect of Irish Levy.

SCHEDULE

Policy Number: B1161D1768791

Master Policy Holder: The Irish Pony Club Limited trading as The Irish Pony Club.

Address of Master Policy Holder : Tinnascarty, Freshford,
Co. Kilkenny,
Republic of Ireland.

Policy Period: From 15th January 2017 at 00.01 GMT
to 15th January 2018 at 00.01 GMT.

Dated in London: 1st January 2017

**MASTER POLICY EVIDENCE OF PUBLIC LIABILITY INSURANCE
EFFECTED WITH
THE INSURERS SPECIFIED HEREIN
BY
THE IRISH PONY CLUB LIMITED TRADING AS THE IRISH PONY CLUB.**

THIS DOCUMENT (EVIDENCE OF INSURANCE) IS ISSUED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS EVIDENCE IS FURNISHED IN ACCORDANCE WITH, AND IN ALL RESPECTS IS SUBJECT TO, THE TERMS OF THE MASTER POLICY. THIS EVIDENCE REPLACES ANY OTHER EVIDENCE PREVIOUSLY ISSUED COVERING THE INSURANCE DESCRIBED HEREIN.

This document is to notify the person(s) named below (the "Covered Party") that the following insurance has been effected with DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's (the "Underwriters") under a Master Policy (the "Master Policy") issued to the Master Policyholder (the "Master Policyholder") bearing the Master Policy Unique Market Reference shown below.

The original Master Policy document may be inspected at the offices of the Master Policyholder and a copy is available on request to the Master Policyholder. The respective names of and proportions underwritten by the Underwriters can be ascertained from the office of the Master Policyholder.

The relevant terms of coverage provided under the Master Policy are set out in the attached document.

- Covered Party:**
- (I) The Irish Pony Club Limited trading as The Irish Pony Club and the Branches thereof and, at the request of the Assured, :-
 - (a) any director, partner or Employee of the Assured 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 Assured in respect of liability for which the Assured would have been entitled to indemnity under this Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer or committee of the Assured.
 - (c) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (d) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (e) any sponsor or grantor of the Assured.
 - (f) any Judge, Steward, Instructor or other Official or any Volunteer, but only whilst acting for or on behalf of The Irish Pony Club Limited trading as The Irish Pony Club or the Branches thereof including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter.
 - (II) The Royal Dublin Society but only in respect of equestrian events organised by The Irish Pony Club Limited held at the RDS Showground.
 - (III) Vincent Fitzpatrick but only in his capacity as owner of the land occupied by the office of The Irish Pony Club Limited

Name and address of Master Policyholder: The Irish Pony Club
Tinnascarty, Freshford,
Co. Kilkenny,
Republic of Ireland

Master Policy Unique Market Reference: B1161D1768791

Period of Cover: Effective Date: 15th January 2017 at 00.01 Expiry Date: 15th January 2018 at 00.01

Limit of Liability: The liability of the Underwriters for all damages payable by the Insured under the Master Policy 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 EUR 13,000,000.00

Excess: EUR 2,000.00 of each and every claim made against the Insured for loss of or damage to third party property.

Who to contact in the event you wish to notify a claim:

In the event of a claim or any circumstance that is likely to give rise to a claim you must notify the following:

Davies Ireland
10B Beckett Way,
Parkwest Business Park,
Nangor Road,
Dublin 12,
Ireland.
Tel: 087 959 0579
E-mail: DTW1991claims@garwyn.com
Website: <http://www.davies-group.com/>

THE ASSURED MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE UNDERWRITERS' WRITTEN PERMISSION.

Failure to comply with all claims notification requirements stipulated in the full Master Policy wording may invalidate the Master Policy.

Who to contact in the event you have any enquiries:

For any enquiries which relate to your policy contact

Catherine Morgan
Howden UK Group Limited
16 Eastcheap,
London,
EC3M 1BD.
Tel: +44 (0) 20 7 133 1387

Complaint handling arrangements

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. Any complaint should be addressed to the Insurer at the following address with a copy to your Broker:

The Compliance Officer: R&Q Managing Agency Limited,
Lloyd's Syndicate DTW1991,
71 Fenchurch Street,
London,
EC3M 4BS
Email: complaints@dtw1991.com
Tel +44 (0)20 7 977 0876

The Lloyd's managing agent, R&Q Managing Agency Limited ('RQMA') on behalf of Lloyd's Syndicate DTW1991, will acknowledge receipt of your complaint in writing within five (5) business days giving you a point of contact for your complaint until the complaint is resolved or cannot be progressed any further. Following such acknowledgement, RQMA will aim to provide you with an update on the progress of the investigation of your complaint, in writing, within twenty (20) business days of the complaint being made. RQMA will aim to provide you with its decision on your complaint, in writing, within forty (40) business days of the complaint being made.

Should you remain dissatisfied with the final response from RQMA or if you have not received a final response within forty (40) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

3rd Floor, Lincoln House
Lincoln Place,
Dublin 2,
Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

01/07/15
LSW1836A (amended) – v1

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.

Underwriters by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Lloyd's Underwriters are regulated by The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

DEFINITIONS

In the Master Policy:

- 1) "Assured" shall mean:-
 - (I) The Irish Pony Club Ltd trading as The Irish Pony Club and the Branches thereof and, at the request of the Assured,:-
 - (a) any director, partner or Employee of the Assured 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 Assured in respect of liability for which the Assured would have been entitled to indemnity under the Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer or committee of the Assured.
 - (c) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (d) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (e) any sponsor or grantor of the Assured.
 - (f) any Judge, Steward, Instructor or other Official or any Volunteer, but only whilst acting for or on behalf of The Irish Pony Club Limited trading as The Irish Pony Club or the Branches thereof including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter.

Provided that such person shall as though he were the Assured observe fulfil and be subject to the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth therein.
 - (II) The Royal Dublin Society but only in respect of equestrian events organised by The Irish Pony Club Limited held at the RDS Showground.
 - (III) Vincent Fitzpatrick but only in his capacity as owner of the land occupied by the office of The Irish Pony Club Limited.
- 2) "Business" shall mean:
 - (I) the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith,:-
 - (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 Assured for any director or senior official of the Assured by an Employee of the Assured
 - (II) the promotion and/or organisation of and/or participation in and/or attendance at Pony Club Sections in Events organised by The Irish Long Distance Riding Association (Northern Region)
 - (III) participation in and/or attendance at overseas events by an official team representing the Republic of Ireland

and no other for the purposes of the Master Policy.
- 3) "Injury" shall mean bodily injury and includes death, illness or disease.
- 4) "Property" shall mean material property.
- 5) "Damage" shall mean physical damage and includes physical loss.
- 6) "Employee" shall mean:-
 - (a) any person under a contract of service or apprenticeship with the Assured
 - (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 who is hired to or borrowed by the Assured
 - (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 Assured in connection with the Business.
- 7) "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 Assured.
- 8) "Member" shall mean:-
 - (a) any member of a Branch of The Master Policy Holder who has paid the necessary membership subscription to the said Branch from the time that such payment is accepted by the Branch until such time as the said member's membership of the Branch expires.
 - (b) any person granted temporary membership of The Master Policy Holder by virtue of attending a "taster day" with a view to obtaining full membership

or

- (c) if required by Law, the parent or guardian of the said member.
- 9) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 10) "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.
- 11) "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.

INSURING CLAUSES

The Underwriters agree under the Master Policy subject to the terms, Exclusions, Conditions and Endorsements contained therein to indemnify the Assured against:-

- A. in respect of the Employers' Liability Section only:-
- (I) all sums which the Assured shall become legally liable to pay as damages in respect of Injury which arises in connection with the Business.
 - (II) claimant's costs and expenses in respect of Injury 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 Assured which may be the subject of indemnity under the Master Policy.
 - (IV) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured 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 the Master Policy.
- Up to but not exceeding the Limit of Indemnity set forth in the Employers' Liability Section.
- B. in respect of the Public Liability and Products Liability Sections only:-
- (I) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Public Liability and Products Liability Sections and, in addition to the aforementioned Indemnity Limit(s), claimant's costs and expenses in respect of Injury or Damage to Property 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 Assured which may be the subject of indemnity under the Master Policy.
 - (III) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured 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 the Master Policy.

It is agreed between the Underwriters and the Assured that indemnity provided by the Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union 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.

EMPLOYERS' LIABILITY SECTION

The Assured is indemnified by the Employers' Liability Section in accordance with the Insuring Clauses but only for Injury sustained by any Employee of the Assured arising out of and in the course of his employment with the Assured and caused during the Period of Coverage set forth herein:

- a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

EXCLUSIONS

- 1) The Employers' Liability Section shall not indemnify any Member.
- 2) The Underwriters shall not indemnify the Assured under the Employers' Liability Section against liability for Bodily Injury sustained by any Employee:-
 - (i) 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.

- (ii) arising out of Terrorism.

RIGHTS OF RECOVERY

The indemnity provided under the Employers' Liability Section is deemed to be in accordance with such provisions as any applicable law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man may require but the Assured 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 Assured 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 EUR 13,000,000.00

PUBLIC LIABILITY SECTION

The Assured is indemnified by the Public Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Injury to any person
- 2) Accidental Damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening during the Period of Coverage set forth herein:-

- a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man, or
- b) elsewhere in Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of the countries specified in (a)
- c) elsewhere in the World arising out of Business visits by directors or officials or non-manual Employees or Members ordinarily resident in any of the countries specified in (a).

EXCLUSIONS

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

- 1) for Injury sustained by any Employee.
- 2) for Damage to Property belonging to the Assured or in the custody or control of the Assured or any Employee other than:-
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents not being premises leased or rented to the Assured which are temporarily occupied by the Assured for the purpose of carrying out the activities of the Assured.
 - (c) any Horse in the custody or control of the Assured.
- 3) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-
 - (a) 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 Assured is not entitled to indemnity under any other policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding 6 metres in length).
- 4) caused by any Products after they have ceased to be in the custody or control of the Assured other than food or drink.

EXCESS

The Public Liability Section excludes the first EUR 2,000.00 of each and every claim in respect of Damage to Property.

LIMIT OF INDEMNITY

The Liability of the Underwriters for all damages payable by the Assured 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 EUR 6,500,000.00

EXTENSIONS (Subject to all the terms, Conditions, Limitations, Limit of Indemnity and Exclusions of the Public Liability Section).

- 1) Members Indemnity.

The Public Liability Section extends to indemnify any Member in accordance with the Insuring Clauses for Accidental Injury to any person or Accidental Damage to Property happening during the period from the time that the membership subscription is accepted by the Branch of The Master Policy Holder until such time as the Member's membership expires all within the Period of Coverage set forth herein.

In respect of this Extension only, Exclusion (2) to the Public Liability Section is amended to read as follows:

(2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

In respect of Members, the Definition of "Business" is extended to include the participation in activities organised by The Association of Irish Riding Clubs excluding whilst travelling to and from such activities.

2) Landowners Indemnity.

The Public Liability Section extends to indemnify in like manner to the Assured any landowner, occupier or farmer or Forestry Commission on whose land (including any structures contained thereon) events or other activities organised by the Assured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only and the owner of any stabling utilised by the Assured in the course of the Business.

3) Defective Premises.

The Public Liability Section extends to indemnify the Assured against liability in respect of Injury or Damage to Property arising in respect of any premises disposed of by the Assured.

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.

4) Member to Member.

The Public Liability Section extends to indemnify any Member in respect of liability, as provided for in Extension 1, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim or during the Period of Coverage set forth herein in excess of the amount stated as the Limit of Indemnity.

In respect of this Extension only, Exclusion (2) to the Public Liability Section is amended to read as follows:

(2) for Damage to Property belonging to the Member or in the custody or control of the Member or any Employee.

5) Leased or Rented Premises.

The Public Liability Section extends to indemnify the Assured in respect of liability, as therein defined, for Damage to premises (or the fixtures or fittings thereof) leased or rented to the Assured.

Provided that the indemnity shall not apply in respect of liability for:

(a) Damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.

(b) the first EUR 2,000.00 of such Damage.

6) Contingent Liability (Non-owned Vehicles).

The Public Liability Section extends to indemnify the Assured in respect of liability, as therein defined, arising out of the use of any motor vehicle not the property of or provided by the Assured 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 Assured.

(ii) driven with the general consent of the Assured or of his representatives by any person who to the knowledge of the Assured 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 Assured to insure or provide security as a requirement of any road traffic legislation.

(iv) used elsewhere than in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man.

(c) where indemnity is provided or but for the existence of the Master Policy would be provided by any other policy or policies.

PRODUCTS LIABILITY SECTION

The Assured is indemnified by the Products Liability Section in accordance with the Insuring Clauses for:-

1) Accidental Injury to any person

2) Accidental Damage to Property

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

EXCLUSIONS

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

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

2) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any Product or Contract

work executed by the Assured necessitated by any defect therein or the unsuitability thereof for its intended purpose.

- 3) for Injury or Damage to Property caused by any Product used with the knowledge of the Assured for incorporation into the structure, machinery or controls of any aircraft.
- 4) for Injury or Damage to Property arising from any Product while such Product remains in the possession of or under the control of the Assured.
- 5) 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.
- 6) arising out of food or drink supplied by the Assured.
- 7) for Damage arising from the failure of any Product to fulfil its intended function.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Assured under the Products Liability Section in respect of all claims made against the Assured during the Period of Coverage set forth herein shall not exceed EUR 6,500,000.00

EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTIONS

- 1) The Underwriters under the Master Policy 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, the Master Policy 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 herein provided that all discharges, dispersals, release or escape of Pollutants arising from one incident shall be deemed for the purposes of the Master Policy 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 herein shall not exceed in the aggregate the amount stated in the Public Liability Section as the Limit of Indemnity.

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

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated as the Limit of Indemnity for the Public Liability Section.

- 2) Notwithstanding anything contained in Exclusion (1) above to the contrary the Underwriters under the Master Policy 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 Assured
- (ii) at or from any site or location used by or for the Assured 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 Assured or any person or organisation for whom the Assured may be legally responsible
- (iv) at or from any site or location on which the Assured or any contractors or subcontractors working directly or indirectly on behalf of the Assured 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 Assured 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 under the Master Policy 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.
- 4) The Underwriters shall not be liable under the Master Policy 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.

- 5) The Underwriters shall not be liable under the Master Policy:-
- (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.
- 6) The Underwriters shall not be liable under the Master Policy for Bodily Injury, loss, damage, cost or expense of whatsoever nature 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.

EXTENSIONS TO THE EMPLOYERS', PUBLIC AND PRODUCTS LIABILITY SECTIONS

- 1) **CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL.**
 The Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of the Master Policy indemnify the Assured in respect of Injury or Damage to Property, to the extent that any contract or agreement entered into by the Assured with any Principal so requires, against liability assumed by the Assured and indemnify the Principal in like manner to the Assured in respect of the liability of the Principal, arising out of the performance by the Assured 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 the Master Policy 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 Assured.
- Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured 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 herein in respect of the Products Liability Section) in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.
- 2) **CROSS LIABILITIES.**
 If the Assured comprises more than one party the Underwriters will subject to the terms, Exclusions, Conditions and Endorsements of the Master Policy 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 herein in respect of the Products Liability Section) in excess of the amount stated as the Limit of Indemnity for the Section under which the claim attaches.
- 3) **WORLD WIDE TRANSPORTATION**
 In respect of the Public Liability and Products Liability Sections only and where the Business of the Assured includes activities which involve the transportation of Horses outside the geographical limits set forth therein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements of the Master Policy indemnify the Assured in respect of legal liability for Injury or Damage to Property happening anywhere in the World arising out of such activities only.

CONDITIONS PRECEDENT TO LIABILITY

It is a condition precedent to Underwriters liability hereunder that:-

- 1) hard hats are worn whilst riding unless different headwear is specified in competition rules.

GENERAL EXCLUSIONS

The Underwriters under the Master Policy shall not be liable for:-

- 1) Injury or Damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Injury or Damage to Property directly or indirectly caused by contributed to by or arising from:-
 - (i) ionising radiation 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.
- 3) any liability of whatsoever nature directly or indirectly caused by contributed to by or arising from stunt riding or stunt training.
- 4) any claim arising from circumstances known to the Assured prior to the commencement of the Period of Coverage set forth herein.
- 5) any liability which is assumed by the Assured 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.
- 6) any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.
- 7) Injury or Damage to Property 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 Assured holds competitions under Eventing Ireland and/or FEI rules.

THE MASTER POLICY SHALL NOT PROVIDE ANY INDEMNITY TO THE SHOW JUMPING ASSOCIATION OF IRELAND

GENERAL CONDITIONS

- 1) The Assured or any Member shall:
 - (a) give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Assured or any Member and for which there may be liability under the Master Policy.
 - (b) advise the Underwriters immediately the Assured or any Member has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

Notice given to the following persons is considered to be notice given to the Underwriters:

Davies Ireland Limited,
 10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland.
 Tel: 087 959 0479
 E-mail: DTW1991claims@garwyn.com
 Website: www.davies-group.com

The Assured or any Member 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 Assured or any Member the defence of any claim and to prosecute in the Assured's name or the name of the Member 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 Assured or any Member shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

The claims procedure shall apply notwithstanding any sums borne by the Assured or any Member as an excess.

- 2) Except as therein specified to the contrary if any claim covered by the Master Policy 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 or in respect of any qualified veterinary surgeon or other qualified medical person.
- 3) In respect of any qualified veterinary surgeon or other qualified medical person the Master Policy does not cover any claim which at the time of the happening of the occurrence giving rise to the claim is insured by or would, but for the existence of the Master Policy, be insured by any other existing insurance or insurances.
- 4) The Assured and the Members shall take reasonable precautions to prevent Injury or Damage and to maintain all buildings, furnishings and vehicles in sound condition. The Assured and the Members 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 the circumstances may require.
- 5) Any fraud, misstatement or concealment by the Assured or any Member either in the representation on which coverage is based or in relation to any other matter affecting coverage or in connection with the making of a claim thereunder shall render the Master Policy in respect of the Assured or such Member null and void and all claims in respect of the Assured or such Member shall be forfeited.
- 6) If a payment exceeding the Limit of Indemnity 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 Section of the Master Policy under which the claim attaches bears to the amount paid to dispose of the claim.

- 7) If any part of the premium for coverage under the Master Policy has been calculated on estimates furnished by the Assured the Assured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such record. The Assured shall at 6 monthly intervals furnish such particulars and information as the Underwriters may require and the premium thereon shall be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum premium required.
- 8) Notwithstanding anything contained in the Master Policy to the contrary it is understood and agreed that in respect of claim(s) made against the Assured or any Member in the United States of America and/or Canada arising out of the legal liability, as therein defined, of the Assured or any Member any costs, fees and expenses incurred with the Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Assured or any Member 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 Assured or any Member in the United States of America and/or Canada shall be included in the amount stated as the Limit of Indemnity for the Section under which the claim attaches.
- 9) Termination of membership of The Irish Pony Club Limited trading as The Irish Pony Club from any cause will similarly terminate cover under the Master Policy from the same date.
- 10) 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.

COMPENSATION

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liabilities. You may be entitled to compensation up to GBP 2,000.00 for the first part of any claim and 90% of the remainder. Further details can be obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk>

CANCELLATION RIGHTS

Being a group policy effected by the Master Policy Holder this Insurance does not provide the member with the statutory right to cancel an Insurance within 14 days that applies to individual insurance policy contracts.

IPC CL 15.01.17