

## 2017 POLICY SUMMARY

SUMMARY OF PERSONAL ACCIDENT INSURANCE  
EFFECTED WITH  
LIBERTY SYNDICATES AT LLOYD'S  
BY  
THE IRISH PONY CLUB LIMITED  
ON BEHALF OF  
MEMBERS OF THE IRISH PONY CLUB.

The Irish Pony Club Limited, (the "Master Policy Holder") has arranged a Master Policy with Liberty Syndicates at Lloyd's (the "Underwriters") covering Personal Accident in respect of Members of The Irish Pony Club.

**Master Policy No:** B1161D1768842  
**Master Policy Period:** From: 1<sup>st</sup> January 2017  
To: 1<sup>st</sup> January 2018  
Both dates at 00.01 Greenwich Mean Time.

This Policy Summary is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions and Exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to The Irish Pony Club Limited trading as The Irish Pony Club, Care of Mrs M Fitzpatrick, Tinnascarty, Freshford, Co. Kilkenny, Ireland. Coverage under the Master Policy is deemed to apply separately in respect of each Member of The Irish Pony Club. Brief details of coverage are given below.

**The Period of Coverage is from the date that the Insured Person's application for membership is accepted by the Master Policy Holder until 1<sup>st</sup> January 2018 at 00.01 Greenwich Mean Time.**

### COVER/SIGNIFICANT FEATURES

#### DEFINITIONS

In the Master Policy:-

- 1) "Bodily Injury" means identifiable physical injury which:-
  - (a) is caused by an Accident occurring anywhere in the World and whilst the Insured Person is engaged in a Horse Related Activity, and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death, disablement or Hospitalisation of the Insured Person or necessitates Dental Treatment within 12 months from the date of the Accident.
- 2) "Horse Related Activity" means any activity involving riding, caring for or handling Horses and driving horse drawn vehicles.
- 3) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place or unavoidable exposure to the elements and shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 4) "Permanent Total Disablement" means disablement which necessarily and continuously prevents the Insured Person from engaging in any occupation for which he is fitted by means of education, training and/or experience and which has lasted for 12 months and at the expiry of that period is beyond hope of improvement, or, for a child, the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience.
- 5) "Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 6) "Air Travel" means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 7) "Horse" means any horse, pony, donkey, mule, ass or jennet.
- 8) Words in the masculine gender shall include the feminine.
- 9) "Insured Person" means any Member of The Irish Pony Club who has paid his membership subscription to The Irish Pony Club Limited.
- 10) "Medical Expenses" means expenses necessarily incurred by the Insured Person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire following Bodily Injury.

- 11) "Hospitalisation" means confinement within a legally constituted hospital as a consequence of Bodily Injury and on the recommendation of a qualified medical practitioner.
- 12) "Dental Treatment" means treatment to teeth performed by a qualified dental practitioner directly resulting from an Accident occurring whilst the Insured Person is assisting at any official activity organised and/or run by The Irish Pony Club Limited or any other HSI discipline or The Pony Club UK.

### INSURING CLAUSES

The Underwriters agree under the Master Policy, to the extent and in the manner therein provided, that if the Insured Person sustains Bodily Injury while engaged in a Horse Related Activity and attending an event organised by or affiliated to HSI or any of its disciplines, BHS or BHS Affiliated Riding Clubs, BE, BC, BD, EGB, BEV, BS, The Pony Club or the FEI during the Period of Coverage set forth herein, they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the Scale of Benefits after the total claim shall be substantiated under the Master Policy.

Provided always that:-

- a) compensation shall not be payable under more than one of Items 1 to 7 inclusive of the Scale of Benefits in respect of the consequences of one Accident to the Insured Person.
- b) the total sum payable under the Master Policy in respect of any Accident to the Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Scale of Benefits except that the Underwriters will in addition pay Medical Expenses, Hospitalisation or Dental Treatment as provided for in the Scale of Benefits.
- c) if an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under items 2 to 7 of the Scale of Benefits, there shall be paid only the compensation provided for in the case of death.
- d) compensation shall only be payable under items of the Scale of Benefits if:
  - (i) under item 1, death occurs within twelve months of the date of the Accident.
  - (ii) under items 2, 3, 4, 5 or 6, loss occurs within twelve months of the date of the Accident.
  - (iii) under item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.
- e) in respect of Dental Treatment:-
  - (i) the Master Policy will not pay for any treatment diagnosed necessary more than 60 days after the date of the Accident unless it has not been possible to diagnose such treatment necessary during this 60 days period due to the serious nature of the injuries sustained by the Insured Person as a result of the Accident.
  - (ii) any repair or replacement of dentures is to the original prescription only.

### BENEFITS (Scale of Benefits)

1.	Accidental Death	EUR6,250.-
2.	Total and Irrecoverable Loss of Sight of Both Eyes	EUR50,000.-
3.	Total and Irrecoverable Loss of Sight of One Eye	EUR25,000.-
4.	Loss of Two Limbs	EUR50,000.-
5.	Loss of One Limb	EUR25,000.-
6.	Total and Irrecoverable Loss of Sight of One Eye and Loss of One Limb	EUR50,000.-
7.	Permanent Total Disablement (other than Total Loss of Sight of One or Both Eyes or Loss of Limb[s])	EUR50,000.-
8.	Hospitalisation up to but not exceeding in all in the Period of Coverage payable at EUR 50.- per day of confinement and excluding the first 5 days of each and every confinement.	EUR3,000.-
9.	Medical Expenses up to but not exceeding in the Period of Coverage. Excluding the first EUR 100.- of each and every claim.	EUR4,000.-
10.	Dental Treatment up to but not exceeding in all during the Period of Coverage. Excluding the first EUR 100.- of each and every claim.	EUR3,000.-

### EXCLUSIONS/CONDITIONS

**EXCLUSIONS (as numbered in the Master Policy)**

The Master Policy does not cover death or disablement or Medical Expenses or Hospitalisation or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:-

- 1) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- 2) radioactive contamination.
- 3) the Insured Person engaging in or taking part in:-
  - (a) military service or operations.
  - (b) racing.
  - (c) point to point.
- 4) the Insured Person engaging in Air Travel.
- 5) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 6) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 7) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
- 8) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress, or mental or emotional disease or disorder of any kind.

In respect of Dental Treatment:-

- 9) no amount shall be recoverable under the Master Policy in respect of loss or damage directly or indirectly caused by or contributed to by faulty design.
- 10) no claim shall be payable under the Master Policy for any loss or damage caused by or contributed to by wear, tear or gradual deterioration.
- 11) no claim shall be payable under the Master Policy for any loss or damage which is or would, but for the existence of the Master Policy, be covered by any other existing scheme or insurance.

The Master Policy shall exclude any claim arising from or aggravated by a previous disability of the Insured Person. Notwithstanding any provision to the contrary within the Master Policy or any endorsement thereto it is agreed that the Master Policy excludes death or disablement or expenses or Hospitalisation or Dental Treatment directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the death or disablement or expenses or Hospitalisation or Dental Treatment.

For the purpose of this exclusion an act of 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.

The Master Policy also excludes death or disablement or expenses or Hospitalisation or Dental Treatment directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any death or disablement or expenses or Hospitalisation or Dental Treatment is not covered by the Master Policy, the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

**CONDITIONS (as numbered in the Master Policy)**

- 3) Any fraud, misstatement or concealment by the Insured Person in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall render the Master Policy in respect of the Insured Person null and void and all claims in respect of the Insured Person shall be forfeited.
- 4) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 5) It is understood by the Insured Person that any information provided to the Underwriters regarding the Insured Person will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 6) 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.

### **CLAIMS NOTIFICATION**

Under Condition 1 of the Master Policy immediate notice in writing must be given to Ben Evans at Howden UK Group Limited, Woodlands, Manton Lane, Bedford MK41 7LW Telephone 01234 408610 of any claim or intimated claim under this Insurance. If disablement results, or may result, the Insured Person must be placed, as early as possible, under the care of a qualified medical practitioner. In the event of a claim under this Insurance, all relevant medical records must be made available to Underwriters on request and the Insured Person will allow the medical adviser or advisers, by the appointment of Underwriters, to examine the Insured Person as often as may be deemed necessary by the said Underwriters. A claim for permanent total disablement will not be paid until at least 12 months after the accident.

### **COMPLAINTS**

If you wish to make a complaint concerning this policy you should contact Howden UK Group Limited, 16 Eastcheap, London EC3M 1BD Tel: 020 7133 1200. If you are not satisfied with the way a complaint has been dealt with you may ask the Lloyd's Office in Ireland to review your case without prejudice to your rights in law. The address is: Lloyd's Ireland Representative Limited, 7/8 Wilton Terrace, Dublin 2, Ireland, Telephone: +353 (0)1 631 3600

Complaints that can not be resolved by the Lloyd's Office in Ireland may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to your right to take legal proceedings.

### **COMPENSATION.**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme – [www.fscs.org.uk](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.

**PLEASE NOTE -TERMINATION OF MEMBERSHIP OF THE IRISH PONY CLUB FROM ANY CAUSE WILL SIMILARLY TERMINATE COVER UNDER THE MASTER POLICY FROM THE SAME DATE.**