
Summary of Cover

Island Horse Insurance Scheme

POLICY:	Third Party Liability (Public Liability - Horse Scheme, bearing policy number P41001661)
WORDING/CONDITION(S):	Subject to Mapfre Middlesea plc Standard Public Liability Policy Wording
INSURED:	Individual members each for their respective rights and interest
INSURED MEMBER/S:	Individuals who have been issued with a valid Insurance Certificate and whom have been individually declared to the Underwriters
ACTIVITY(IES):	Riding, handling, use, ownership and/or control of Horse(s) and/or horse drawn vehicle(s) including participation of Horse related activities for recreational purposes only; - including training/exercising of the Horse; - including participation in Polo Events and/or Olympic Disciplines namely Eventing Dressage and Show jumping within the Maltese Islands only (subject to exclusions as detailed in Extension 5 on page 3)
PERIOD OF INSURANCE:	1 st February 2021 and renewable every 12 months subject to the insurer`s agreement and the payment of a renewal premium,
COVER:	Legal Liability of the Insured towards third parties in respect of bodily injury, illness and property damage in connection with the above-mentioned activity(ies) up to a limit of indemnity chosen: Option A) €125,000 any one occurrence, or series of occurrences arising from one event and in the aggregate in the period of insurance per Insured Horse Option B) €250,000 any one occurrence, or series of occurrences arising from one event and in the aggregate in the period of insurance per Insured Horse
GEOGRAPHICAL AREA:	Anywhere in the Maltese Islands (including Public Roads)
JURISDICTION CLAUSE:	Maltese Law and Jurisdiction
EXCESS:	€150 per horse claim in respect of Third Party Property Damage
SPECIFIC EXCLUSION(S):	This insurance shall not provide indemnity for any liability, costs and expenses: Arising out of bodily injury to any member of the Insured`s family;

Arising out of bodily injury or loss of or damage to property directly or indirectly caused by or contributed to by or arising from:

- (i) Any form of racing whatsoever.
- (ii) The use of the Horse(s) identified in the Schedule or Horse drawn vehicle for any form of hire or reward whatsoever

For fines, punitive or exemplary damages.

For any claim arising from circumstances known to the Insured prior to the commencement of cover.

Arising out of the business activities.

Cyber Exclusion

Terrorism Exclusion

Genetically Modified Organisms Exclusion Clause

Nuclear Energy Risks Exclusion

Seepage, Pollution and Contamination Exclusion

Radioactive Contamination Exclusion (Cl. 356), attached

War Exclusion

GENERAL EXCLUSION FOR PANDEMICS:

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any Pandemic or fear or threat of a Pandemic, including but not limited to:

- a) Coronavirus Disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a Pandemic by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this exclusion, a Pandemic shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2) into at least three countries on two different continents.

SPECIFIC DEFINITION(S):

'Horse' shall mean any horse, pony, donkey or mule

'Insured Members' Family' shall mean members living in the same household and/or members for whom the Insured is responsible for

EXTENSION(S):

1. **Cross Liability Clause**

It is hereby declared and agreed that where there is more than one party named as Insured in the Schedule this Policy shall apply separately to each such insured in the same manner and to the same extent as if a separate policy had been issued to

each insured provided that the total amount payable in respect of damaged shall not exceed the Limit of Indemnity.

2. **Indemnity to Others**

Underwriters will indemnify any person who is given the permission by the Insured to use the Insured Horse(s) identified in the Schedule or Horse drawn vehicle usually within the Insured's custody for recreational purposes only, and in respect of which the Insured would have been entitled to indemnity under the Policy if the claim had been made against the Insured.

3. **Cultural Activities**

The Policy is extended to cover legal liability and costs and expenses of the Insured in respect of Bodily Injury, illness, loss or damage as defined herein arising out of the use of insured Horse(s) identified in the Schedule or Horse drawn vehicle during cultural activities including rides by third parties for recreational purposes only and not for hire or reward, subject that such third parties are accompanied by the Horse owner at all times.

4. **Liability towards Passengers**

This Policy is extended to cover the legal liability and costs and expenses of the Insured in respect of bodily injury, illness, loss or damage herein towards passengers (including passengers during cultural activities) who are not carried for hire or reward.

5. **Insured Activities (Polo Events and/or Olympic Disciplines)**

Activity(ies) amended to include 'Participation in Polo Events and/or Olympic Disciplines namely Eventing Dressage and Show jumping **within the Maltese Islands** only', excluding:

- i) participation in any form of racing whatsoever (including but not limited to professional, commercial or otherwise), and
- ii) Participant to Participant Liability / Member to Member Liability excluded.

6. **LEGAL EXPENSES EXTENSION**

Underwriters will pay, up to the limit of €1,000 any one claim and in the aggregate per Insured Person, the expenses incurred by you as a result of your judicial or arbitral interventions or the provision of legal aid services needed resulting from the ownership and/or use of the insured horse.

Underwriters will not pay:

- i. The first €25.00 of each and every claim
- ii. Any incident or matter which commences before the period of insurance or which occurs outside Malta;
- iii. Costs in any action against another person who is insured by this Policy or against us or any of our agents or intermediaries;
- iv. Any legal expenses covered under the Public Liability section to be excluded under this particular section;
- v. In the event that such legal expenses or part thereof are awarded in favour of the insured person, then the insured person will be required to reimburse us with

any such amount that we may already have paid under this extension.

Cover subject to an additional premium.

7. **PERSONAL ACCIDENT EXTENSION**

Applicable to persons aged 16-70

Personal Accident cover for Riders and Handlers Only (excluding accompanying passengers) for the following benefits, subject to notification of person/s to be insured within the monthly declaration including name, date of birth, ID Card No and Type of User, **coverage being limited to whilst riding and/or handling insured horses**, within the Maltese Islands only.

Death & Permanent Total/Partial Disablement Benefit:

Option A) €5,000 per capita

Option B) €10,000 per capita

Subject to Mapfre Middlesea plc Standard Group Personal Accident Wording bearing policy number P60000422

Cover subject to an additional premium.

8. **LIABILITY ARISING FROM THE USE OF STABLE/S**

It is hereby declared and agreed that cover is extended to include the insured's legal liability as owner and/or occupier arising from the use of own and/or leased and/or rented stable/s and/or premise/s

The applicable sub-limit under this extension is to read €100,000 any one occurrence, or series of occurrences arising from one event and in the aggregate any one period of insurance.

Cover subject to an additional premium.

PREMIUM/S:

Horse:

Option A) *Contact Island Insurance Brokers*

Option B) *Contact Island Insurance Brokers*

Legal Expenses Extension:

Contact Island Insurance Brokers

Personal Accident Extension:

Option A) *Contact Island Insurance Brokers*

Option B) *Contact Island Insurance Brokers*

Liability Arising From The Use Of Stable/s

Contact Island Insurance Brokers

FEE/S:

Transfer Fee:

Contact Island Insurance Brokers

DISCOUNT(S):

10% discount on the horse premium for individual owner who owns from two up to six horses

15% discount on the horse premium for individual owner who owns seven or more horses

CANCELLATION OF COVER: No refund applies in case of cancellations or transfers

OTHER: To keep abreast of Transport Malta regulations which are currently in force and which may change from time to time

SECURITY: 100% Mapfre Middlesea plc



For and on behalf of: Island Insurance Brokers Ltd
Broker: Adrian Cumbo
Date Issued: 1st February 2021

Enrolment number: BL/003

This is not an insurance policy and is intended for information purposes only without modifying in any manner the contract of insurance between the Insured and the Insurers.

Our professional relationship and services provided to you will be governed by the Terms of Business Agreement which may be accessed on www.islandins.com. A copy may be provided upon request.

The Company shall process the Personal Data found herein according to the Data Protection Act and according to the principles, ethics and guidelines of The Malta Association of Credit Management (MACM), 86/2, Triq ta' Mellu, Mosta, of which the Company is a member.

In case of any default by the Client in the fulfilment of any terms of this agreement, the Company has the right to pass on any information or references contained herein to MACM as well as to any third party legally entitled to receive such information.