

The Pony Club Members Liability Insurance

Members' Summary

Scheme

As a Member of The Pony Club, **you** receive The Pony Club Members Liability Insurance. This document gives **you** details about the cover **you** have. This cover is part of a Master Policy and the scheme is administered on behalf of The Pony Club by Howden Insurance Brokers Limited (Howden).

If **you** have any queries relating to this policy or would like details about the Master Policy please contact:

Howden Insurance Brokers Limited
One Creechurch Place
London
EC3A 5AF

Telephone: +44 (0)207 133 1387
E-mail: info.equine@howdengroup.com

Policy Information

Not forming part of this Insurance policy.

This Master Policy has been prepared in accordance with the instructions of the **Master Policy Holder**. Please read this Members' Summary carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if **you** have any queries.

This Members' Summary consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this policy;
- the **Policy Cover** section which gives precise details of the cover being provided;
- **Policy Exclusions, Claims Conditions** and **General Conditions** of cover applying to the whole of this Master Policy;
- the **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided and has details of notices **we** must provide.

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

Alterations in the cover required after issue of the Master Policy will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should keep. **You** should refer to these Certificates and/or Endorsement(s) and this Members' Summary to ascertain precise details of cover currently in force.

The Pony Club Members Liability Insurance

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Definitions

These definitions are applicable to the whole Master Policy and Members' Summary wherever these words appear in **bold**.

Bodily injury

injury, death, illness, disease, nervous shock or mental injury

Branch Non-Riding Member

- (a) any member of a Pony Club Branch who does not take part in ridden Pony Club activities and does not have access to their own **horse**, who has paid their Branch Non-Riding Membership subscription to The Pony Club and who is normally domiciled in the United Kingdom, The Isle of Man or the Channel Islands;
- (b) if required by Law, the parent or guardian of the member;
- (c) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member;

Branch Riding Member

- (a) any member of a Pony Club Branch who has paid their Branch Riding Membership subscription to The Pony Club and who is normally domiciled in the United Kingdom, The Isle of Man or the Channel Islands;
- (b) if required by Law, the parent or guardian of the member;
- (c) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member;
- (d) any Pony Club District Commissioner.

Centre Member

- (a) any member of a Pony Club Linked Centre who has paid their Centre Membership subscription to The Pony Club and who is normally domiciled in the United Kingdom, The Isle of Man or the Channel Islands;
- (b) if required by Law, the parent or guardian of the member;
- (c) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.

Centre Plus Member

- (a) any member of a Pony Club Linked Centre who has access to their own **horse** and has paid their Centre Plus Membership subscription to The Pony Club and who is normally domiciled in the United Kingdom, The Isle of Man or the Channel Islands;
- (b) if required by Law, the parent or guardian of the member;
- (c) in the event of the death of the member, the personal

representatives of the member in respect of liability incurred by the member.

Horse

any horse, pony, donkey, mule, ass or jennet.

Horse groom

Any person:

- a. undertaking equine grooming services where the grooming services provided are not the occupation of such a person; and
- b. who is not a **professional groom**.

Legal costs

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

Limit of liability

The most **we** will pay per **occurrence**.

Master Policy Holder

The Pony Club.

Occurrence

An incident or event which unexpectedly or unintentionally results in **bodily injury** or **property** damage.

All **bodily injury** or **property** damage resulting from or due to one source or originating cause will be treated as one **occurrence**. That is regardless of:

- the period of time after the start of the **period of coverage**;
or
- the number of persons or organisations who sustain **bodily injury** or **property** damage.

Period of coverage

The time for which this insurance is in place. This starts from the beginning of **your** Pony Club membership or **your** membership renewal date and ends on 30th June. The Master Policy is then renewed on 1st July and a new **Period of coverage** begins.

Person employed

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

Professional groom	Any person undertaking equine grooming services where the grooming services provided are the occupation of such a person.
Property	material property. For the purposes of this Master Policy electronic data is not property.
Territorial limits	the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland.
We/us/our	<p>Liberty Mutual Insurance Europe SE UK Branch trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group.</p> <p>Liberty Mutual Insurance Europe SE UK Branch is a branch of Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. Liberty Mutual Insurance Europe SE UK Branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 829959). Liberty Mutual Insurance Europe SE UK Branch address is 20 Fenchurch Street, London EC3M 3AW.</p>
You/your	Any Branch Riding Member , any Branch Non-Riding Member , any Centre Member , or any Centre Plus Member of The Pony Club.

Making a Claim

If any **occurrence** occurs which could result in a claim, **you** must contact **us** as soon as possible via the Risk Reduce online report form, or Howden who will be able to advise **you**:

<https://form.libertyriskreduce.com/forms/pony-club-members>

Or to:

Howden Insurance Brokers Limited
 Woodlands,
 Manton Lane,
 Bedford,
 MK41 7LW
 Tel: 01234 408 610

Email: ukclaims@howdengroup.com

If **you** are unsure if an **occurrence** should be reported, please report to **us** and advice can be given.

Notification should include:

- a) how, when and where the **occurrence** took place;
- b) the names and addresses of any injured persons and where possible the name and address of any witnesses; and
- c) the nature and location of any **bodily injury** or details of the **property** damage.

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

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

You must forward to **us** as soon as possible every third party claim, Letter of Claim or any other written notification of a claim or correspondence about a claim.

For details of **our** rights and **your** rights once a claim has been made, please see the Claims Conditions section.

Important Information

Limit of Liability and Excess

Limit of Liability	£5,000,000 per occurrence . This is the most we will pay under any one claim, or any claims connected to the same cause. Please note this has been increased to £30,000,000 by an excess of loss policy with Chubb European Group Limited, which follows the same wording as this Members' Summary and the Master Policy. If you would like to know more about the excess of loss policy, please contact Howden.
Excess	£250 per occurrence in respect of third party property damage. There is no excess payable for a bodily injury claim.

The **limit of liability** and **excess** remain the same, irrespective of:

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

The amount **we** are liable to pay under this Master Policy including all Extensions and **legal costs** and expenses in respect of any one **occurrence** will not exceed the **limit of liability** stated above.

Policy Cover

The cover under this Master Policy and Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the **period of coverage** and notified to **us** in accordance with the terms and conditions given in this Members' Summary.

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, **our** liability will only apply as excess of, and not as contributory with, such other insurance.

Cover under this Master Policy is subject to the terms, exclusions, conditions, Endorsements, and **limit of liability** of this Master Policy and Members' Summary.

Section 1 - Branch Riding Members and Centre Plus Members

We will cover **Branch Riding Members** and **Centre Plus Members**:

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

happening within the **territorial limits** during the **period of coverage** and as a result of the **Branch Riding Member's** or **Centre Plus Member's**:

- (i) use of a **horse**;
 - (ii) ownership of their own **horse**;
 - (iii) control of a **horse** or **horse** drawn vehicle; ;
 - (iv) direct participation in other **horse** related activities;
 - (v) attendance at any event organised by The Pony Club.
2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

Extensions to Section 1- Branch Riding Members and Centre Plus Members

These extensions are automatically included under the cover for a **Branch Riding Member** or a **Centre Plus Member**.

This is not additional cover. These extensions are here to extend the original cover within this section in certain circumstances to either an 'Authorised User' or a '**Horse Groom**'.

These extensions are always subject to the Non-Contribution Clause within the General Conditions.

Any person **we** cover under these extensions:

1. Will be covered as if they were a **Branch Riding Member** or a **Centre Plus Member**, as relevant.
2. Must have been involved in an **occurrence** that would have been covered under this Section 1 if it had involved the **Branch Riding Member** or **Centre Plus Member** instead.
3. Must abide by all the terms, exclusions, conditions, Endorsements and limits of this Master Policy and explained in this Members' Summary.

Please read the relevant extension in full to see when cover is extended.

1. Authorised Users'

This Section will also cover any person a **Branch Riding Member** or **Centre Plus Member** has given permission to:

1. use the **Branch Riding Member's** or **Centre Plus Member's** horse or horse drawn vehicle; or
2. use a horse or horse drawn vehicle normally in the **Branch Riding Member's** or **Centre Plus Member's** custody.

This extension only applies if that person is using that horse or horse drawn vehicle mentioned above:

1. in the presence of the **Branch Riding Member** or **Centre Plus Member**; or
2. if the **Branch Riding Member** or **Centre Plus Member** is under 18, this extension also applies if that person is in the presence of that **Branch Riding Member's** or **Centre Plus Member's** parent or guardian.

2. Horse Grooms

This Section will also cover any **horse groom** working for a **Branch Riding Member** or **Centre Plus Member** for legal liability arising out of the **horse groom's** work whilst unmounted only.

This extension does not apply to:

1. a **professional groom**; or
2. a **horse groom** whilst riding or driving the **Branch Riding Member's** or **Centre Plus Member's** horse.

Section 2 - Centre Members and Branch Non-Riding Members

We will cover **Centre Members** and **Branch Non-Riding Members**:

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

happening within the **territorial limits** during the **period of coverage** and as a result of the **Centre Member's** or **Branch Non-Riding Member's**:

- (i) use of a **horse**;
 - (ii) control of a **horse** or horse drawn vehicle;
 - (iii) direct participation in other **horse** related activities;
 - (iv) attendance at any event organised by The Pony Club.
2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

Extensions to Section 2 - Centre Member and Branch Non-Riding Members

This extension is automatically included under the cover for a **Centre Member** or a **Branch Non-Riding Member**.

This extension is always subject to the Non-Contribution Clause within the General Conditions. The person looking to be covered under this extension must also abide by all the terms, exclusions, conditions, Endorsements and limits of this Master Policy and explained in this Members' Summary.

Ownership after Purchase

In the event a **Centre Member** or **Branch Non-Riding Member** purchases their own **horse** during the **period of coverage**, this Master Policy will extend to cover claims arising out of the ownership of that **horse** from the date of purchase until the expiry of their annual Centre or Branch Non-Riding Pony Club membership.

At renewal the **Centre Member** or **Branch Non-Riding Member** will need to upgrade their membership to Centre Plus or Branch Riding membership if they wish to be covered for the ownership of their **horse**.

Policy Exclusions

This section has details on the people, **property**, damage and liability that **we** will not cover. These exclusions apply to the Master Policy as a whole and to any Endorsements.

We will not cover **you** for any:

Asbestos

Bodily injury, or loss of or damage to **property** or any cost or expense due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed at the same time or as a result of a loss.

Chemical, Biological or Nuclear

Bodily injury, or loss of or damage to **property** or any cost or expense of any nature due to any:

- a) nuclear reaction, nuclear radiation or radioactive contamination;
- b) biological or chemical contamination.

Contractual Liability

liability under any contract. This exclusion does not apply, if liability would have arisen without the contract.

Cyber

Loss, damage, liability, claim, cost, or expense caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data

Employment Practice Liability

Claim due to any claim in relation to:

- a) breach of employment contract;
- b) misleading representation, defamation, or any harassment;
- c) discrimination directly related to employment;
- d) the hiring, supervision, retention; or
- e) the personal development

of any **person employed**.

Excess

Claim for the amount of the **excess** stated in the Master Policy and this Members' Summary.

Hazardous Material

Bodily injury, or loss of or damage to **property** or any cost or expense due to any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Hire or Reward

Bodily injury, or loss of or damage to **property** or any cost or expense due to the use of a **horse** or **horse** drawn vehicle for hire or reward.

Injury Sustained by Person Employed

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

Known Incidents

Claim arising from circumstances known to **you** before the start of **your** coverage under this Master Policy.

Mould and Fungus

Bodily injury, or loss of or damage to **property** or any cost or expense due to any Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

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

Personal Data Breach

Claim in any way caused by or connected to any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

Pollution Contamination

Bodily injury, or loss of or damage to **property** or any cost or expense due to any pollution, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

For the purpose of this exclusion, “Pollution” means the actual or threatened discharge, seepage, migration of any pollutant, pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or damage or **bodily injury** caused by such **pollution** contamination.

For the purpose of this exclusion “Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Professional Grooms

Claim arising out of the activities of a **professional groom**.

Property in Your Care Custody or Control

Loss of or damage to **property** belonging to **you** or in **your** care, custody or control, or that of **your** family, household or **person employed** as well as any **horse groom** or **professional groom**.

Punitive and Exemplary Damages

Punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

Racing

Bodily injury, or loss of or damage to **property** or any cost or expense due to any horse racing, point to point racing, steeplechasing or team chasing.

This exclusion does not apply to:

- a) Endurance Riding.
- b) Official Pony Club Race Days and Training Days.

Terrorism

loss, damage, liability, cost or expense due to any:

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

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

Trade or Profession

Bodily injury, or loss of or damage to **property** or any cost or expense due to any profession, occupation or business of **you** or **your** family.

Vehicles

Bodily injury, or loss of or damage to **property** or any cost or expense due to the ownership, possession or use under **your** control of:

- a) any mechanically propelled device, vehicle, or attached trailer but **we** will cover **you** in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and **you** are not entitled to cover under any other insurance policy.
- b) any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).

War

loss, damage, liability due to:

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

You and Family Members

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

Claims Conditions

As well as the conditions in the Making a Claim section above, this section has other conditions that **you** must follow. If **you** do not comply with these conditions **we** may not be able to deal with **your** claim or payments **we** make may be reduced. There are also details of **our** rights when dealing with a claim.

Claim Control

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

What You Must Do During a Claim

You must give all information and assistance as **we** may reasonably require to defend or deal with a third party claim.

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

You must keep adequate records and details of any accidents or **occurrence** that may lead to a claim under this Master Policy and maintain those records during a claim.

Discharge of Liability

We may at any time pay to **you** the **limit of liability** or any lesser sums for which any claim or claims can be settled. If **we** do that **we** will not be under any further obligation, other than the payment of costs and expenses of litigation incurred before **we** made that payment.

In the event of a claim or series of claims resulting in **your** liability to pay a sum above the **limit of liability** then **we** will only cover those costs and expenses in the same proportion as **our** payment to **you** bears to the total payment made by or on **your** behalf in settlement of the claim or claims.

Subrogation

We may take any action **we** consider necessary to enforce **your** rights and **our** rights under the Master Policy. Under this Master Policy **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense, either before or after any payment is made by **us** under this Master Policy.

Fraud

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

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

If **we** exercise **our** rights under c) above:

1. **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this Master Policy, for example the occurrence of a loss, the making of a claim, or the notification of a potential claim; and
2. **we** do not have to return any of the premium paid.

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

General Conditions

Comply with Policy Terms

You must observe and comply with all the terms of this Master Policy, and explained in this Members' Summary, including anything to be done or complied with, before being able to benefit under this Master Policy and Members' Summary.

This condition also applies to any person granted cover under any Extensions within the Policy Cover sections.

Non-Contribution Clause

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, **our** liability will only apply as excess of, and not as contributory with, that other insurance.

Precautions and Reasonable Care

You must take all reasonable precautions:

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

which might give rise to a claim under this Master Policy.

You must also:

- (a) comply with all statutory and other obligations and regulations imposed by any authority;
- (b) exercise reasonable care in the selection and supervision of **horse grooms, professional grooms**, or anyone representing **you** or working for **you**.

Termination of Membership

Termination of **your** membership of The Pony Club from any cause will similarly terminate cover under this Master Policy from the same date.

Cross Liabilities

We will treat each **Branch Riding Member, Branch Non-Riding Member, Centre Member, or Centre Plus Member** of The Pony Club as though a separate Insurance had been issued to each of them. Nothing in this Condition increases the **limit of liability**.

Cancellation

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

You can cancel this insurance by ending **your** membership with The Pony Club.

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

- non-payment of **premium**;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **us** or to Howden.

Further Information

Complaints Procedure

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

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

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

quoting **your** policy and/or claim number;

or

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

Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number.

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

Exchange Tower
Harbour Exchange
London
E14 9SR Tel: 0800 023 4567
Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at www.financial-ombudsman.org.uk

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

Commissariat aux Assurances,
7, boulevard Joseph II
L-1840 Luxembourg
Tel: (+352) 22 69 11 - 1
Email: caa@caa.lu
www.caa.lu

or

Service national du Médiateur de la consommation
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice

Financial Services Compensation Scheme

If **we** are unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Date Protection Notice

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty SpecialtyMarkets which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e- mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis.

This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

Sanctions Notice

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

Law & Jurisdiction

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

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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 of remedy of a third party which exists or is available apart from that Act.