

**British Carriagedriving
Members Liability Insurance**

Scheme Administrator

As a Member of British Carriagedriving or an Affiliated Club, **you** receive British Carriagedriving Public Liability Insurance for members. 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 British Carriagedriving by Howden Insurance Brokers Limited (Howden).

If **you** have any queries relating to this Members' Summary 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;
- the **Policy Cover** section which gives precise details of the cover being provided;
- the **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.

British Carriagedriving Public Liability Insurance for members

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Definitions

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

Affiliated Club Member

a. any Member of a British Carriagedriving Affiliated Club:

- i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or
- ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription to the association and is covered under this Master Policy.

b. if required by Law, the parent or guardian of the **Affiliated Club Member**.

c. in the event of the death of the **Affiliated Club Member**, the personal representatives of the **Affiliated Club Member** in respect of liability incurred by the **Affiliated Club Member**.

Provided that any person in b. or c. acts as though they were the insured **Affiliated Club Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Associate Member

a. any **Associate Member** of British Carriagedriving:

- (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or
- (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription to the association and is covered under this Master Policy.

b. if required by Law, the parent or guardian of the **Associate Member**.

c. in the event of the death of the **Associate Member**, the personal representatives of the **Associate Member** in respect of liability incurred by the **Associate Member**.

Provided that any person in b. or c. acts as though they were the insured **Associate Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Backstepper

An individual riding on the back of the carriage to maintain the stability of the carriage, who also assists with **horse** and carriage as necessary during a competition or drive out.

Full Member

a. any **Full Member** of British Carriagedriving:

- i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or



- ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription to the association and is covered under this Master Policy.

b. if required by Law, the parent or guardian of the **Full Member**.

c. in the event of the death of the **Full Member**, the personal representatives of the **Full Member** in respect of liability incurred by the **Full Member**.

Provided that any person acts as though they were the insured **Full Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

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**.

Injury

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

International Member

a. any **International Member** of British Carriagedriving:

- i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or
- ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription to the association and is covered under this Master Policy.

b. if required by Law, the parent or guardian of the said **International Member**.

c. in the event of the death of the **International Member**, the personal representatives of the **International Member** in respect of liability incurred by the **International Member**.

Provided that any person in b. and c. acts as though they were the insured **International Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

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	British Carriagedriving.
Occurrence	<p>An incident or event which unexpectedly or unintentionally results in injury or property damage.</p> <p>All injury or property damage resulting from or due to one source or originating cause will be treated as one occurrence. That is regardless of:</p> <ul style="list-style-type: none">• the period of time after the start of the period of insurance; or• the number of persons or organisations who sustain injury or property damage.
Period of insurance	<p>Means the time for which this insurance is in place.</p> <p>This starts from the beginning of your 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 insurance begins.</p>
Person employed	<ol style="list-style-type: none">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	<p>Associate Member and Full Member:</p> <p>Whilst in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.</p> <p>International Members:</p> <p>Whilst in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.</p> <p>If you are usually domiciled in the United Kingdom, Isle of Man, the Channel Islands or the Republic of Ireland, cover is extended to</p>



anywhere in the world whilst on a temporary trip abroad for a maximum of 30 days.

Cover is extended whilst taking part in an FEI Carriagedriving event anywhere in the world.

Affiliated Club Member:

Whilst at a British Carriagedriving **Affiliated Club Event** or British Carriagedriving Event in the United Kingdom, the Isle of Man, Channel Islands or the Republic of Ireland.

Young Driver:

Whilst at a British Carriagedriving training camp for Young Drivers or a British Young Drivers competition for the purpose of competing.

We/us/our

Liberty Mutual Insurance Europe SE UK Branch trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group.

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.

You/Your

1. any **Associate Member**, **Full Member**, **International Member**, or **Young Driver** who has paid their subscription to British Carriagedriving; or
2. any **Affiliated Club Member** of British Carriagedriving, who has paid their subscription to an Affiliated Club and is covered under this Master Policy.

Young Driver

- a. any Member of British Carriagedriving aged between the ages of 6 (six) and 11 (eleven):

- (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or
 - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription (if applicable) to the association and is covered under this Master Policy.

- b. if required by Law, the parent or guardian of the said **Young Driver**

- c. in the event of the death of the **Young Driver**, the personal representatives of the **Young Driver** in respect of liability incurred by the **Young Driver**.



Provided that any person in b. and c. acts as though they were the insured **Young Driver**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Making a Claim

If any **occurrence** arises which could result in a claim, **you** must contact **us** as soon as possible.

The **occurrence** should be reported to **us** at:

Email: equineliabilityclaims@libertyglobalgroup.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 **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.

Limit of Liability and Excess

Limit of Liability	<p>£5,000,000 per occurrence.</p> <p>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.</p> <p>If you would like to know more about the excess of loss policy, please contact Howden.</p>
Excess	<p>£ 500 per occurrence in respect of third party property damage.</p> <p>There is no excess payable for an injury claim.</p>

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

- a. the number of **Associate Members, Full Members, International Members, Young Drivers or Affiliated Club Members** or parties or entities entitled to cover;
- b. the number of claimants;

- c. whether **you** belong to both British Carriagedriving and a British Carriagedriving Affiliated Club.

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 Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the **period of insurance** 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- Associate Members

We will cover **Associate Members** :

1. against legal liability for damages and claimant's costs and expenses in respect of:

- a) accidental **injury** sustained by a person;
- b) accidental damage to **property** owned by others

happening during the **period of insurance** within the **territorial limits**, and as a result of:

- i. an **Associate Member** participating in **horse** related activities; or
- ii. an **Associate Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle.

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

These extensions are automatically included under the cover for an **Associate 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', 'Horse Groom' or 'Backstepper and Helper'.

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 an **Associate Member**.
2. Must have been involved in an **occurrence** that would have been covered under this Section 1 if it had involved the **Associate 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 1 will also cover, any person an **Associate Member** has given permission to:

1. use the **Associate Member's horse** or **horse** drawn vehicle; or
2. use a **horse** or **horse** drawn vehicle normally in the **Associate Member's** custody.

Examples of use, above, are riding, driving or leading the **horse** or **horse** drawn vehicle, and backstepping

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

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

2. Horse Grooms

This Section 1 will also cover any **horse groom** working for an **Associate 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 an **Associate Member's horse**.

3. Backsteppers and Helpers

This section 1 will also cover any **backstepper** or other person assisting an **Associate Member** whilst an **Associate Member** is attending any British Carriagedriving Event or Affiliated Club Event for the purpose of competing.

This extension does not apply to:

1. a **professional groom**.

Specific Exclusions

The following is not covered under this Section 1:

We will not cover any **Associate Member** in any claim for **injury** or loss of or damage to **property** or for any costs or expenses at any timed driving competition.

For the purpose of this exclusion, timed driving competition means any driving competition that includes a timed element, for example cones, attelage, marathon and scurry driving.

Section 2 - Full Members

We will cover **Full Members**:

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a) accidental **injury** sustained by a person;
 - b) accidental damage to **property**;happening during the **period of insurance** within the **territorial limits**, and as a result of:
 - i. a **Full Member** participating in **horse** related activities; or
 - ii. a **Full Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle.
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 Cover

These extensions are automatically included under the cover for a **Full 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', '**Horse Groom**' or '**Backstepper** and Helper'.

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 **Full Member**.
2. Must have been involved in an **occurrence** that would have been covered under this Section 2 if it had involved the **Full 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 2 will also cover, any person a **Full Member** has given permission to:

1. use the **Full Member's horse** or **horse** drawn vehicle; or
2. use a **horse** or **horse** drawn vehicle normally in the **Full Member's** custody.

Examples of use, above, are riding, driving or leading the **horse** or **horse** drawn vehicle, and backstepping.

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

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

2. Horse Grooms

This Section 2 will also cover any **horse groom** working for a **Full 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 and/or driving a **Full Member's horse**.

3. Backsteppers and Helpers

This section 2 will also cover any **backstepper** or other person assisting a **Full Member** whilst a **Full Member** is attending any British Carriagedriving Event or Affiliated Club Event for the purpose of competing.

This extension does not apply to:

1. a **professional groom**.

Section 3 - International Members

We will cover **International Members**:

1. against legal liability for damages and claimant's costs and expenses in respect of:

- a) accidental **injury** sustained by a person;
- b) accidental damage to **property**

happening during the **period of insurance** within the **territorial limits**, and as a result of:

- i. an **International Member** participating in **horse** related activities; or
 - ii. an **International Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle.
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 Cover

These extensions are automatically included under the cover for an **International 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', '**Horse Groom**' or '**Backstepper** and Helper'.

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 an **International Member**.
2. Must have been involved in an **occurrence** that would have been covered under this Section 3 if it had involved the **International 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 3 will also cover, any person an **International Member** has given permission to:

1. use the **International Member's horse** or **horse** drawn vehicle; or
2. use a **horse** or **horse** drawn vehicle normally in the **International Member's** custody.

Examples of use, above, are riding, driving or leading the **horse** or **horse** drawn vehicle, and backstepping

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

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

2. Horse Grooms

This Section 3 will also cover any **horse groom** working for an **International 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 an **International Member's horse**.

3. Backsteppers and Helpers

This section 3 will also cover any **backstepper** or other person assisting an **International Member** whilst an **International Member** is attending any British Carriagedriving Event, Affiliated Club Event, or International Carriagedriving Event for the purpose of competing.

This extension does not apply to

1. a **professional groom**.

Section 4 - Young Drivers

Drivers aged 12 and over are provided cover in line with the applicable **Associate Members, Full Members** or **International Members** Sections.

In respect of a **Young Driver**, we will cover a **Young Driver**:

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

happening during the **period of insurance** within the **territorial limits**, and as a result of:

- i. a **Young Driver's** attendance at a British Carriagedriving training camp for Young Drivers;
 - ii. a **Young Driver's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle at a British Carriagedriving training camp for Young Drivers;
 - iii. a **Young Driver's** attendance at a British Young Drivers competition for the purpose of competing;
a **Young Driver's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle at a British Young Drivers competition
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 Cover

This extension is automatically included under the cover for a **Young Driver**.

This is not additional cover. This extension is here to extend the original cover within this section in certain circumstances to a '**Backstepper** and Helper'.

This extension is always subject to the Non-Contribution Clause within the General Conditions.

Any person **we** cover under this extension:

1. Will be covered as if they were a **Young Driver**.
2. Must have been involved in an **occurrence** that would have been covered under this Section 4 if it had involved the **Young Driver** 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 extension in full to see when cover is extended.

1. Backsteppers and Helpers

This section 4 will also cover any **backstepper** or other person assisting a **Young Driver** whilst a **Young Driver** is attending a British Carriagedriving training camp for Young Drivers, or a a British Young Drivers competition for the purpose of competing. This extension does not apply to:

1. a **professional groom**.

Section 5 - Affiliated Club Members

We will cover an **Affiliated Club Member**:

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

happening during the **period of insurance** within the **territorial limits**, and as a result of:

- i. an **Affiliated Club Member's** attendance at a British Carriagedriving Affiliated Club Event for the purpose of competing or;

- ii. an **Affiliated Club Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle at a British Carriagedriving Affiliated Club Event;
 - iii. an **Affiliated Club Member's** attendance at a British Carriagedriving Event for the purpose of competing, provided they are eligible under British Carriagedriving rules to compete at the event.
 - iv. an **Affiliated Club Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle at a British Carriagedriving Event
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 Cover

These extensions are automatically included under the cover for an **Affiliated Club Member**.

This is not additional cover. These extensions are here to extend the original cover within this section in certain circumstances to a '**Backstepper** and Helper'.

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 an **Affiliated Club Member**.
- 2. Must have been involved in an **occurrence** that would have been covered under this Section 5 if it had involved the **Affiliated Club 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. Backsteppers and Helpers

This section 5 will also cover any **backstepper** or other person assisting an **Affiliated Club Member** whilst an **Affiliated Club Member** is attending any British Carriagedriving Event or Affiliated Club Event for the purpose of competing.

This extension does not apply to:

- 1. a **professional groom**.

Policy Exclusions

Exclusions are the events, liabilities or **property** **we** do not cover under this Master policy. There are additional exclusions within Section 1 of this Members' Summary.

We will not cover **you** in respect of any claim, costs or expenses of any nature:

You and Family Members

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

Injury Sustained by Person Employed



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

Pollution Contamination

due to any pollution, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

However, this exclusion does not apply if **you** can demonstrate that such **pollution**;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**; and
- (b) was not the direct result of **your** failure to take reasonable precautions to prevent such pollution.

All such pollution which arises out of one incident will be considered for the purposes of this Master Policy to have occurred at the time such incident takes place.

Our total liability to pay damages (including claimants' costs, fees and expenses) under this clause will not exceed the **limit of liability**.

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 damage to **property** owned by others or **injury** sustained by a person 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.

Vehicles

due to the ownership, possession or use under **your** control of:

1. any mechanically propelled device, vehicle, or attached trailer.
However, this exclusion does not apply if:
 - a. compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation; and
 - b. **you** are not entitled to cover under any other insurance policy.
2. any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft.
However, this exclusion does not apply to hand propelled watercraft or sailing craft not longer than six metres.

Hazardous Material

due to any component building material that must be removed, encapsulated, or otherwise controlled because its presence or release is a hazard to human health.

Property in Your Care Custody or Control

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

Chemical, Biological or Nuclear due to any:

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

Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

Excess

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

Employment Practice Liability

due to any claim in relation to:

1. breach of employment contract;
2. misleading representation, defamation, or any harassment;
3. discrimination directly related to employment;
4. the hiring, supervision, or retention; or
5. the personal development

of any **person employed** .

Asbestos

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. This is regardless whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Cyber

involving the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.

Mould and Fungus

We will not cover **you** in respect of any claim, costs or expenses of any nature for damage to any **property** or any loss, cost or expense due to any Fungal Pathogens, whether or not there is another cause of loss which may have contributed at the same time or before or after 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, for example, mould, mildew, mycotoxins, spores or any biogenic aerosols.

War

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.

Hire or Reward

for **injury** or damage due to the use of a **horse** or **horse** drawn vehicle for hire or reward, for example, for the provision of instruction or coaching.

Known Incidents

due to circumstances known to **you** before the start of **your** coverage under the Master Policy.

Personal Data Breach

due to any Personal Data breach by virtue of:

1. material or non-material damage under Article 82 of the General Data Protection Regulation; or
2. Data Protection Act 2018 Sections 168 and 169; or
3. any other equivalent local legislation of substantially similar intent.

Professional Advice

due to any Professional advice, design, service or specification given for a fee.

Contractual Liability

arising from liability assumed or rights waived by **you** under any contract or agreement.

This exclusion does not apply to the extent that such liability would have attached to **you** without such contract or agreement.

Business & Professions

due to any profession, occupation or business of **you** or **your** family.

Racing

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 Endurance Riding.

Professional Grooms

Arising out of the activities of a **Professional Groom**.

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 **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.

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 the 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 the Master Policy.

Fraud

If **you** make a fraudulent claim under the 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

The following conditions apply and **you** must comply with these conditions to have the full benefit of this Master Policy and explained in this Members' Summary.

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.

Excess

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

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.

Cancellation

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

You can cancel this insurance by ending **your** membership with British Carriagedriving.

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.

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

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 any **person employed**, as well as any **horse groom** or **professional groom**, and in the employment of competent staff.



Termination of Membership

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

Cross Liabilities

We will treat each **Associate Member**, **Full Member**, or **International Member** and **Young Driver** of British Carriagedriving and each **Affiliated Club Member** as though a separate Insurance had been issued to each of them. Nothing in this Condition increases the **limit of liability**.

Further Information

Complaints Procedure

Liberty Mutual Insurance Europe SE UK Branch 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 the 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 UK Branch
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 will be dealt with according to the law of England & Wales, and only a Court in England or Wales will 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.