

Evidence of
Insurance
Public and
Products
Liability

HOWDEN

Risk Details

**Master Policy
Number:**

B1161S2366947

**Master Policy
Holder:**

The Pony Club

Insured:

The Pony Club and Branches of The Pony Club

Any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer but only whilst acting for or on behalf of the Master Policy Holder or any of the aforementioned bodies including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter

Business:

The promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith,:-

- (a) the ownership and/or occupation (including maintenance) of premises
- (b) the provision and management of canteen, social, sports and welfare organisations
- (c) the provision and management of first aid, fire and ambulance services

Policy Period:

From: 1st July 2023 at 00.01 GMT
To: 1st July 2024 at 00.01 GMT

Limit applicable

To Covered Parties:

Employers Liability: GBP 10,000,000.00
Any one occurrence and unlimited in the Period of Coverage.

Public Liability: GBP 5,000,000.00
Any one occurrence and unlimited in the Period of Coverage.

Products Liability: GBP 5,000,000.00
Any one occurrence and in all in the Period of Coverage.

The Public Liability Limit of Indemnity is increased to GBP30,000,000 any one claim or all claims of a series arising out of one original cause by an Excess of Loss Policy with Chubb European Group Limited, which follows the same wording

Excess applicable

To Covered Parties:

Cover excludes the first GBP 250.00 of each and every claim made against the Insured for loss of or damage to third party property.

Conditions:

Liberty Equine Liability Policy UK LMIE SE V PC 01 07 23 and the following additional endorsements:

- Amendments to Definitions endorsements as attached
- Additional Insured's Endorsement as attached
- Specific Policy Conditions as attached
- Sub Contractors Clause as attached
- All Terrain Vehicles Condition attached
- Corporate Manslaughter Legal Defence extension as attached

Optional Extensions: In respect of Liberty Equine Liability Policy UK LMIE SE V PC 01 07 23
Section A Employers Liability: Included
Section B Public and Products Liability: Included
- Members Cover Extension Not Included
- Member to Member Extension Not Included
- Customers Cover Extension Not Included
- Personal Liability Extension Not Included
Section C Care, Custody and Control: Not Included

Geographical Limits: Great Britain, Northern Ireland or the Republic of Ireland.

Choice of Law & Jurisdiction:

This insurance shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

Notification of Claims:

Branches & Organisation

via the Risk Reduce online incident report form:

<https://form.libertyriskreduce.com/forms/ponyclub-incident-report-branches>

Or:

Howden
Woodlands,
Manton Lane,
Bedford,
MK41 7LW

Email: ukclaims@howdengroup.com

Phone: 01234 408610

For general queries regarding Pony Club Insurance please email:

Email: ponyclubinsurance@howdengroup.com

Endorsements Applicable to Public and Products Liability (Section B) of the Liberty Equine Liability Policy UK LMIE SE V PC 01 07 23

Amendments to Definitions:

The definition of 'Territorial Limits' is amended to read as follows:

Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man and elsewhere in the world whilst temporarily overseas in the course of the Business.

The definition of 'You/Your/Yours' point (a) is amended to read as follows:

- (a) the person, persons or corporate body named in the **Schedule** as the **Insured** and including any parties stated in the Schedule as a Covered Person in respect of the Public and Products Liability Sections.

Additional Insured's:

Cover is extended to indemnify any person granted temporary Membership of The Pony Club by virtue of attending a Pony Club Activity with a view to obtaining full Membership.

Cover is extended to indemnify any person whilst attending a Pony Club Parents' Course.

Cover is extended to indemnify any person normally domiciled outside of The United Kingdom, The Isle of Man or The Channel Islands whilst participating in an international competition in the United Kingdom organised by the Pony Club, from the time of arrival at the site of the competition until time of departure.

Cover is extended to include any Veterinary Surgeon or Medical Professional acting on behalf of The Pony Club or a Pony Club Branch, providing that such persons have no other insurance in place and excluding any claim as a result of Professional negligence.

Specific Policy Conditions:

It is hereby noted and agreed that **You** must complete the following prior to engaging in any **Business** activities:-

- (a) An up-to-date documented risk assessment in respect of all **Business** activities
- (b) A written health & safety policy/statement (reviewed regularly, i.e. if is no longer valid and/or circumstances or **Business** activities change) including COVID-19 protocol, first aid provisions, emergency (fire) evacuation plans and any other headings required by law. Hazard control measures and safe systems of work must be communicated to all relevant parties (e.g. via pre-event safety briefings) as soon as practicable.
- (c) An up-to-date documented inspection/maintenance log in respect of all trailers, caravans, generators, marquees and equipment used by **You**, **Your** Employees and/or any other bona fide sub-contractors engaged by **You**

Sub Contractors Clause:

It is noted and agreed that cover granted under this **Policy** is subject to the following:-

- (a) The following (third) parties must have their own current Public Liability (minimum GBP 5,000,000) and Employers' Liability Insurances (if applicable) in force*, including an indemnity to Principal clause:
 - fairground operators and inflatable providers
 - stallholders, concessionaires and caterers
 - any other exhibitors, performers or display teams
 - any self-employed person(s) engaged by **You** unless afforded indemnity under the policy such as any coach at a Pony Club event.

- any bona fide sub-contractor(s) engaged by **You**

* Confirmation must be documented/retained by **You** prior to said parties conducting any activity at an event organised by **You**

All Terrain Vehicles Condition:

It is noted and agreed that cover granted under this **Policy** is subject to the following:-

- (a) **You** must ensure that users of All Terrain Vehicles and/or Motorcycles adhere to the following guidance on "Use of All Terrain Vehicles and Motorcycles":

USE OF ALL TERRAIN VEHICLES AND MOTORCYCLES

1. Only officials of the event with experience of driving a car, motorbike or tractor and who have received instruction and training in the use of ATVs or motorcycles should ride or drive them .
2. They should not be operated by any person who does not hold a full UK driving licence or is disqualified from holding or obtaining a full UK driving licence.
3. Passengers should not be carried unless the ATV or motorcycle is specifically designed to accommodate them.
4. The vehicle should be maintained in good condition and be in a fully serviceable state .
5. A helmet (compliant to current standards) must be worn by the rider or driver and loose clothing and shorts should be avoided.
6. Drivers must avoid any sudden increase in speed and should stay at low speeds appropriate for the terrain and proximity to spectators and horses.

The use of any unauthorised vehicles is not permitted at the event.

Corporate Manslaughter Legal Defence Costs Extension.

This extension is subject to all other terms, conditions, and exclusions applicable to this **Policy**.

Subject to **our** written consent and **our** control of any claim under this Extension the cover provided under this **Policy** is extended to cover

1. **you** and,
2. any **employee** or **your** director or partner if **you** request.

This Extension extends the cover provided under this **Policy** to cover the parties in 1. and 2. above in respect of **legal costs** incurred in the defence of any criminal proceedings brought in respect of:

- a) manslaughter or culpable homicide;
- b) alleged manslaughter or culpable homicide, or
- c) a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending or subsequent legislation.

This extension **also** covers legal costs in an appeal against conviction arising from such proceedings as listed in a), b) and c) above where the appeal has reasonable prospects of success.

Specific Conditions

The following conditions must have occurred to be able to claim under this Extension. If they have not, there will be no cover under this Extension:

1. the alleged offence must have been committed during the **period of insurance**; and

2. the alleged offence must have been committed in the course of the **Business**.

Specific Limit of Liability

The maximum amount payable under this Extension will not exceed GBP 1,000,000 in all during any one **period of insurance**.

Specific Exclusions

The following exclusions apply to this Extension.

There is no cover under this Extension:

- a) for fines or penalties of any kind or the costs of implementing any remedial order or publicity order.
- b) where cover is provided by any other insurance.



EQUINE LIABILITY INSURANCE POLICY- UK

**THIS POLICY IS UNDERWRITTEN
BY
LIBERTY MUTUAL INSURANCE EUROPE SE UK BRANCH**

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Definitions

Wherever the following words appear in bold they will have the meanings shown below for the purposes of this Policy:-

Advertising Injury

means:

- (a) libel, slander or defamation; and/or
- (b) any infringement of design, patent, copyright, title or slogan; and/or
- (c) piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract; and/or
- (d) any invasion of right of privacy; and/or
- (e) any of the foregoing alleged by any other name;

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, by **You** or on **Your** behalf and arising out of **Your** advertising activities.

Business

means the business as stated in the **schedule** conducted at or from **Premises** within the **Territorial Limits** and shall include:

- (a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **Employees** and **Your** ambulance, first aid, fire, medical and security services.
- (b) Private duties undertaken by an **Employee** for **You** or, with **Your** consent, for any director or partner.
- (c) The ownership, repair and maintenance and decoration of **Your Premises**.
- (d) Participation in exhibitions, trade fairs, conferences and the like.

Cyber Incident

means:

- (a) the use of any application, process, software, code or programme in connection with any electronic equipment for example a computer, mobile phone or

internet capable electronic device regardless of whether such use is unauthorised or malicious, or an error, omission or an accident.

- (b) a computer virus or computer-related hoax.

Damage

means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property. Damaged will have the equivalent meaning.

Data

means facts concepts and/or information converted to a form useable in **Your** computer operations, for example **Business** and customer files and accounts, owned leased or rented by **You** or for which **You** are legally responsible

Employment Practices

means any wrongful or unfair dismissal, denial of natural justice, misleading representation or harassment (sexual or otherwise), bullying or discrimination directly related to employment by **You**

Employee

means:

- (a) a person under contract of service or apprenticeship with **You**;
- (b) a labour master or labour only sub-contractor or person supplied by any of them;
- (c) a self employed person;
- (d) a person hired to or borrowed by **You**;
- (e) a person undertaking study or work experience;
- (f) a person supplied to **You** under a contract or agreement, the terms of which deem such a person to be in **Your** employment;
- (g) a casual labourer or volunteer

while working under **Your** control in connection with **Your Business**.

Excess

means the amounts specified in the **Schedule** which **You** shall pay in respect of all damages, compensation, claimants' costs, **Legal Costs**, defence costs and expenses before **We** shall be liable to make any payment. The **Excess**

	shall apply to each Occurrence other than in respect of legal liability arising out of Injury , where the Excess shall not apply		of this Equine Liability Insurance policy wording, the Schedule (including any schedules in substitution) and any Endorsements attaching to this document or the Schedule .
Horse(s)	means any horse, pony, donkey, mule, ass or jennet		
Indemnify	means We will pay You for liabilities incurred under the terms of this Policy , for example Legal Costs or damages and claimants' costs. Indemnified shall have the same meaning.	Pollutant	means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.
Injury	means bodily injury, death, disease, illness, nervous shock or mental injury.	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 Injury caused by such pollution contamination.
Legal Costs	means costs of Your legal representation at: (a) any Coroners Inquest or Fatal Accident Inquiry; (b) proceedings in any court arising out of any alleged breach of statutory duty; all other reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with our consent. However, all office expenses of the Business , all expenses for Employees and general retainer fees normally paid by the Employer are excluded.	Premises	means any place(s) leased rented or owned by You and used for the purposes of Your Business within the Territorial Limits .
		Premium	means the amount You must pay Us for this insurance as specified in the Schedule .
		Product	means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by You or on Your behalf and no longer in Your possession or under Your control. However, food or drink for consumption on Your Premises or at any other Premises where You are conducting Your Business is excluded.
Occurrence	means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in Injury and/or Damage to Property . All Injury or Damage to Property consequent upon or attributable to one source or originating cause shall be deemed to be one Occurrence irrespective of the period of time after the commencement of the Policy period or the number of persons or organisations who sustain Injury and/or Damage to Property .	Property	means material property of a Third Party . For the purposes of this Policy electronic data is not property.
Period of Insurance	means the time for which this insurance is in place as shown in the Schedule .	Schedule	means the schedule of insurance issued by Us and attaching to this Policy which specifies, amongst other matters, Your name, the Business insured, the cover limits, any additional cover included, the Premium and the Period of Insurance
Policy	means the contract of insurance between You and Us and consists		

Territorial Limits

means

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) elsewhere in the world whilst temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place.

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.

We/Us/Our

means 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.

www.libertyspecialtymarkets.com

You/Your/Yours

means:

- (a) the person, persons or corporate body named in the **Schedule**
- (b) any associated or subsidiary companies notified to and accepted in writing by **Us**
- (c) any director or **Employee** while acting for **You** or on **Your** behalf of or in the course of his employment or engagement in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against any such person had been made against **You**.
- (d) any volunteer whilst acting for **You** or on **Your** behalf in the course of the **Business** only including whilst travelling directly from the said person's private dwelling to the site of the activity at which they are assisting **You** and return transit thereafter.

But in all cases for persons domiciled within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man only.

Your Broker

The insurance broker or intermediary who arranged this **Policy** on **Your** behalf.

Important Information

This document, the **Schedule** and any related Endorsement forms **Your Policy** which sets out the terms and conditions of the contract of insurance between **You** and **Us**. Please read this **Policy** carefully to ensure it meets **Your** requirements. If it is incorrect then please advise **Us** or **Your broker** immediately.

It is important that **You**:

1. check that the sections **You** have requested are contained in the **Schedule**;
2. check that the information **You** have given **Us** is accurate. See Duty of Fair Presentation section on page 7;
3. comply with all **Your** duties and obligations under **Your Policy**, including the action **You** must take in the event of a claim on page 7.

Failure to comply with the above could adversely affect **Your** insurance and any claim **You** make.

The Insurance Contract

In consideration of the payment of the **Premium We** will **Indemnify You** against **Your** liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country within the **Territorial Limits** during the **Period of Insurance**

However, no cover shall be provided under this **Policy** in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless the North American Jurisdiction Extension is marked as "included" in the **Schedule**.

The cover under this **Policy** applies only to such liability as defined by each insured Section of this **Policy** arising out of the **Business**, subject always to the terms, conditions and exclusions, and applicable **Excess** of such Section and of the **Policy** as a whole.

Limit of Liability

Our total liability under this **Policy** shall not exceed the cover limits specified in the **Schedule**:

1. against each Section in respect of any one **Occurrence**; and
2. in respect of all **Occurrences** during the **Period of Insurance** for Section A, Section B and Section C (separately for each section)

This limit is the maximum amount payable by **Us** in respect of any one claim and/or series of claims

arising from the same **Occurrence**, unless specified otherwise in the applicable **Policy** section.

Each Section shall be subject to its own cover limit specified in the **Schedule**. Should the same **Occurrence** give rise to liability under more than one Section, the total amount of **Our** liability for all claims arising out of that one **Occurrence** under all such Sections combined shall not exceed the single greatest cover limit available under the Sections providing cover.

The cover limit will be inclusive of **Legal Costs** unless this **Policy** is specifically endorsed to the contrary.

Excess

The **Excess** stated in the **Schedule** applies to each and every claim or series of claims arising out of an **Occurrence**. The **Excess** shall not be cumulative and where an **Occurrence** could give rise to the application of more than one **Excess**, only the higher **Excess** shall apply.

The **Excess** shall be inclusive of all damages, claimants' costs, fees and expenses and defence costs and shall not reduce the cover limit.

Notifying Us of any changes

You must notify **Your Broker** as soon as practicable if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. If **You** become aware that information **You** have given **Us** is inaccurate or any alteration in such information that may materially affect the risk insured, then **You** must inform **Your Broker** as soon as practicable and must be made in writing, by email, or by telephone. Changes to the information **You** have provided could result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your** insurance. Failure to notify **Us** of changes could adversely affect your right to claim.

Duty of Fair Presentation

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the Right to cancel condition below.
- **We** or **Your Broker** will write to **You** if **We**:
- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

Cancelling this Policy

You can cancel this **Policy** at any time by notifying **Your Broker**.

We can cancel **Your Policy** by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason for example:

- 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 **Your Broker**.

Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

If **You** decide within the cooling off period that this **Policy** does not meet **Your** requirements, **You** may cancel this **Policy** and, provided **You** have not made a claim, receive a full refund of the **Premium** paid.

If this **Policy** is cancelled by **You** or **Us**, provided **You** have not made a claim, **You** will be entitled to a refund of the **Premium** paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis, for example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual **Premium**.

If a claim is paid under this **Policy**, no return of **Premium** will be allowed.

Your Duties in the Event of a Claim or Potential Claim

You must notify **Us** as soon as is reasonably practicable of any **Occurrence** event or circumstances (including any written or oral claim made against **You**) that may give rise to liability under this **Policy** and **You** must provide **Us** with all additional information as **We** may require.

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

Every Letter of Claim, or any request that the statute of limitations be tolled or waived, or any writ summons or process and all related documents and any other written notification of claim must be forwarded unanswered to **Us** immediately they are received.

You must at all times, in addition to **Your** obligations set out above, afford such information to and co-operation with **Us** or **our** appointed agents to allow **Us** to be able to comply with such relevant Practice Directions and Pre-action Protocols, Court Orders, as may be issued and approved from time to time by the Head of Civil Justice.

We shall be entitled (either before or after any payment is made by **Us** under this **Policy**) to take over at **our** expense the absolute control and conduct of any negotiation, defence, proceeding or settlement of any claim in **Your** name and on **Your** behalf.

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 **Policy**.

You shall keep adequate business records and shall give such information and assistance as **We** may reasonably require to substantiate a claim or deal with a third party claim.

Please direct all claims correspondence to:

Your Broker

General policy exclusions

Exclusions applicable to ALL policy Sections including any Extensions:

This **Policy** will not apply to legal liability, damages and/or **Legal Costs** or any other costs fees or expenses of whatsoever nature directly or indirectly caused by or arising from:

Radioactive Contamination

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Punitive and Exemplary Damages

For punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.

Property Damage

Loss or destruction of or **Damage** to any property owned or leased by **You** whatsoever or any loss or expenses whatsoever resulting from or arising therefrom or any indirect or consequential loss.

Prior Claims or Circumstances

Any claims or circumstances known to **You** prior to the inception date of this **Policy** or which **You** ought to have been made aware.

Exclusions Applicable To Policy Sections B and C only:

This **Policy** will not apply to liability and/or **Legal Costs** directly or indirectly caused by or contributed to or arising from:

Abuse

- (a) The actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;
- (b) negligent or intentional **Employee** hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **You** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in (a). above;

Advertising Injury

Any Advertising Injury

Asbestos and Dangerous Building Materials

Arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Breach of Professional Duty

Arising out of a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Chemical

Notwithstanding any other clause within this **Policy** any Chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind arising either directly or indirectly from (i) **Terrorism** or any steps taken to prevent **Terrorism**, and/or (ii) from any malicious act by any person or persons.

Cyber Incident

Any cyber incident

Deliberate Disregard

Arising out of the deliberate, conscious or intentional disregard by **You** or **Your Employees** of

the need to take all reasonable steps to prevent **Injury** or **Damage**.

Fungus

Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- (b) any obligation or duty to defend any actions directly or indirectly occasioned by happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Malicious Act

Any malicious or willful injury or criminal or intentional acts or omissions by **You** or **Your Employees**.

Participant to Participant

Any **injury** arising from the negligent act and/or omission of any participant towards another participant whilst playing in a polo match, or during a horse race.

Penalty Clauses

Arising out of liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.

Pollution Contamination

Caused by, arising from or in connection with **Pollution** contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that **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**

- (b) was not the direct result of **Your** failure to take reasonable precautions to prevent such **Pollution**

Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the cover limit stated in the **Schedule** in the aggregate in respect of the **Period of Insurance**.

Terrorism

For **Injury**, loss, **Damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **Terrorism** (including any threat or hoax of an act of **Terrorism** or sabotage). For the purpose of this exclusion, **Injury** shall include mental anguish, or emotional distress.

War

Occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

General policy conditions

Choice of Law and Jurisdiction

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** of insurance shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall have jurisdiction.

Notwithstanding the above the parties shall initially try to settle any dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure. To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR). No later than 28 days after service of the ADR notice the parties shall start the mediation.

Any term in this **Policy** which conflicts with the law which applies to the country in which **You** live shall be amended to conform to that law.

Licence

You must hold the necessary licence to carry out **Your Business**. For example, if hiring out horses in England a licence granted under the Animal Welfare

(licensing of Activities Involving Animals) (England) Regulations 2018.

Compensation for Court Attendance

If at our request **You** attend court as a witness in connection with a claim in respect of which **You** are entitled to cover under this **Policy**; **We** will provide compensation to **You** at the rate of £250 (Two Hundred and Fifty) per day, for each day on which attendance is required.

Rights of Third Parties

You and **We** are the only parties to this policy. Nothing in this policy or any extension to cover is intended to give any other person any right to enforce any term of this policy. That is regardless of rights under the Contracts (Rights of Third Parties) Act 1999.

Cross Liabilities

Each person or party granted cover under this **Policy** is separately indemnified in respect of claims made against any of them by any other, subject to our total liability not exceeding the stated cover limits.

Discharge of Liability

If **You** refuse to consent to a settlement recommended by **Us** that can settle a claim ("potential settlement"), then our liability for that claim shall not exceed the amount **We** would have been liable for as at the date of the potential settlement, subject to all applicable cover limits and **Excess** provisions of this **Policy**. In addition, **We** will relinquish control of that claim and be under no further liability in respect of that claim except for **Legal Costs** which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

Estimated Turnover

Where the **Premium** is provisionally based on **Your** estimates, **You** shall keep accurate records and within 90 days of expiry of the **Period of Insurance** declare such particulars as **We** require. The **Premium** shall then be adjusted and any difference paid to **Us** or returned to **You** as the case may be subject to any minimum **Premium** that may apply. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as an **Employee** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess the further **Premium** payment due calculated on such estimated particulars.

Fraudulent Claims

If **You** make a fraudulent claim under this **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 this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under clause (c) above:

- i. **We** shall 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 **Your Policy** (such as the **Occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **We** need not return any of the **Premiums** paid.

Extending Cover to Others

The cover granted extends to:

- (a) **Your** managerial or supervisory **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner in respect of private work undertaken by any **Employee** for such director or partner with **Your** prior consent.
- (b) the officers, committees and members of **Your** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such any person or firm for legal liabilities arising out of the performance of a contract with **You** constituting the provision of labour only.
- (c) any principal for legal liabilities arising out of work carried out by **You** under a contract or agreement in respect of which **You** would have been entitled to cover under this **Policy** if the claim had been made against **You**.
- (d) Section B of this **Policy** extends to **Indemnify** in like manner to **You** any owner or owners whilst their **horse** is under **Your** care, custody or control in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim had been made against **You**.

The cover under Section A shall only apply in respect of liability to any person who is **Your Employee**.

Where any cover is provided to any owner, **We** will treat each owner and **You** as though a separate policy had been issued to each party. However, nothing in this clause shall increase

Our liability to pay any amount in excess of any Limit of Liability stated in the **Schedule**.

- (e) the personal representatives of any person or party indemnified by reason of this clause in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were **You**.

Other Insurance

If at any time of any claim(s) covered by this **Policy** there is or, but for the existence of the **Policy**, would be any other insurance covering the same liability, then the cover afforded by this **Policy** will not apply or contribute except in respect of any amount beyond that which would have been payable under such other insurance had the **Policy** not been effected and subject to the cover limit.

Our Right to Subrogate Against Third Parties

We may take any action **We** consider necessary to enforce **Your** rights or **our** rights under this **Policy**. If **We** make any payment under this **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.

You must provide all information and documents and give to **Us** all such assistance as **We** may require to secure such rights and remedies. **You** must not do anything that may jeopardize or extinguish any rights against a third party or parties, and **You** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties. Any such recovery shall be applied in reimbursement in the following order:

- i) to the costs of securing the recovery;
- ii) to the payment made by **Us**
- iii) any **Excess** or other uninsured payment made by **You**

Any sums or property received by **You** that are due to **Us** must be held on trust for **Us** and must as soon as practicable be paid and/or delivered to **Us** following receipt.

Precautions and Reasonable Care

You have a duty to 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 **Injury** to others or **Damage** to their **Property**;

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

You shall also have a duty to:

- (a) comply with all statutory and other obligations and regulations imposed by any authority;
- (b) maintain the **Premises**, including stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **Employee** or customer, appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff

Sanctions

We shall not provide any cover nor shall **We** be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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.

Section A - Employers' Liability

What is Covered

You are not automatically covered for this section unless **You** have purchased the applicable extension, paid the applicable **Premium** and the coverage is shown on the **Schedule**.

We will pay, subject to any **Excess** and to the **Policy** terms and conditions, those sums that **You** become liable to pay for any damages (including claimants' costs) in respect of **Injury** or disease sustained by any **Employee**. Such **Injury** or disease must

(1) be arising out of and in the course of **Your Employee's** employment by **You** in **Your Business** and occur during the **Period of Insurance** and within

- (a) the **Territorial Limits** of the **Policy**; or
- (b) elsewhere in the world whilst **Your Employee** is temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place; provided that (i) the **Employee's** contract of service of employment was entered into within either Great Britain, or Northern Ireland, the Isle of Man and the Channel Islands and (ii) that the action for

damages is brought against **You** solely in a Court of Law in Great Britain, or Northern Ireland, or the Isle of Man, or the Channel Islands.

(2) **We** will pay for any reasonable **Legal Costs** incurred in connection with any claim which is covered under (1) above, but only if **We** have first agreed in writing to these costs.

Limit of Liability

The most **We** will pay under **Policy** Section A, for damages, claimants' costs and expenses and **Legal Costs** shall not exceed the cover limits as specified in the **Schedule**. This limit is the maximum amount payable by **Us** in respect of any one claim and/or series of claims arising from the same **Occurrence** and in total.

Rights of Recovery

The cover provided under this Section is deemed to be in accordance with such provision as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, may require but **You** shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay but for the provisions of such law.

What is Not Covered

This Section does not apply to or include any liability, damages, claimants' costs, expenses, **Legal Costs** of whatsoever nature directly or indirectly caused by or:

(1) arising outside Great Britain, Northern Ireland,, the Isle of Man and the Channel Islands except as provided for in "What is Covered"(1) (b). However, no cover shall be provided in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).

(2) incurred in circumstances where any road traffic legislation requires compulsory insurance or security and cover is afforded to **You** by any such insurance or security.

(3) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

(4) arising out of **Terrorism** other than to the extent that cover is deemed to be required in

accordance with any law relating to compulsory insurance of employees, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against **You**.

(5) arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos. other than to the extent cover is deemed to be required in accordance with the provisions of any law relating to compulsory insurance or liability to employees, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one **Occurrence** or all **Occurrences** of a series consequent on or attributable to one source or original clause.

(6) arising by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement.

(7) relating to Employment Practices.

Section A - Coverage Extensions

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within the European Union by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** arising out of and in the course of his employment or engagement by **You** which remains unsatisfied in whole or in part six months after the date of such judgement, at **Your** request **We** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that: -

(a) subject to the payment, such person has executed a discharge of all claims against each of the Insured Parties in respect of the risk or liability in relation to which the claim was made, save in cases where Insurers are satisfied that the Insured Party has fully and unconditionally discharged the claim or liability when such sums shall be paid to the Insured Party there is no appeal outstanding and the time for filing any such appeal has passed.

(b) the judgement relates to **Injury** which would otherwise be covered by Section A of this **Policy**.

(c) any payment made by **Us** shall be only in respect of liability for which **You** would have been entitled to cover under Section A of this **Policy** if the judgement had been made against **You**.

(d) We shall be entitled to take over and prosecute for our own benefit any claim against any other person and You, the Employee or the personal representatives of the Employee shall give all information and assistance required.

Health and Safety at Work Legislation Extension

We agree to Indemnify You for:

(a) costs and expenses incurred with our written Consent;

(b) costs and expenses awarded against You or a director of Yours or an Employee;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under sections 2 to 8 of the Health and Safety at Work etc Act 1974, or the Construction (Design & Management) Regulations 2015.

Provided always that We shall not be liable:

(i) for any fines or penalties imposed upon You;

(ii) for the Excess;

(iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by You to result in a liability or the committing of an offence under the Act.

Section B - Public and Products Liability

What is Covered

(1) We will pay You for any damages and claimants' costs and expenses You incur for legal liability in respect of:

(a) Injury sustained by any person;

(b) Damage to Property

caused by You or in connection with Your Business and occurring during the Period of Insurance and within the Territorial Limits of the Policy.

(2) We will pay You for any damages and claimants' costs and expenses You incur for legal liability in respect of:

(a) Injury sustained by any person;

(b) Damage to Property

caused by and in respect of any Product initially sold or supplied by You or in connection with Your Business and occurring during the Period of Insurance and within the Territorial Limits of the Policy.

(3) We will pay for any Legal Costs incurred in connection with any event which is covered under (1) and (2) above, but only if We have first agreed in writing to these costs.

Limit of Liability

The most We will pay under Policy section B, including costs and expenses and Legal Costs, is specified on Your Schedule of insurance under Cover Limits. This limit is the maximum amount payable by Us in respect of any one claim and/or series of claims arising from the same incident, apart from claims for Pollution contamination or in respect of Products supplied where the cover limit applies to the total amount of damages payable in respect of all Occurrences during the Period of Insurance.

What is Not Covered

This Section does not apply to any liability, Legal Costs or any other costs, fees or expense of whatsoever nature directly or indirectly caused by or arising out of the following:

(1) in respect of Injury to any Employee arising out of and in the course of employment.

(2) for costs incurred in the repair, reconditioning or replacement of any Product or part which is alleged to be defective

(3) arising out of the recall of any Product or part.

(4) arising out of any Product which with Your knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, drone, satellite, spacecraft, hovercraft or waterborne craft.

(5) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.

(6) arising out of the ownership, possession or use by or on Your behalf, or any person or party entitled to cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

(a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

(b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where cover is provided by any motor insurance contract

(c) arising out of any motor vehicle or trailer temporarily in **Your** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

(7) arising out of the ownership, possession or use by **You** or on **Your** behalf of any aircraft, drone, unmanned aerial vehicle or any other aerial device, satellite or spacecraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

(8) for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **Your** care, custody or control other than clothing and personal effects (including vehicles and their contents) of **Employees** and visitors

Section B - Coverage extensions (automatically included)

Defective Premises Extension

The cover provided under this Section shall extend to include liability attaching to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of the disposal of any **Premises** which were occupied or owned by **You** in connection with the **Business**.

Provided that **We** shall not be liable for the cost of remedying any defect, or alleged defect, in such **Premises**.

Contingent Liability (Non-Owned Vehicles) extension

Notwithstanding anything contained in "What is not covered (additional **Policy** exclusions applicable to Section B)" to the contrary **We** will **Indemnify You** under Section B against liability for **Damage to Property** or **Injury** arising out of the use of any motor vehicle not the property of or provided by **You** being used in connection with the **Business**.

Provided always that **We** shall not be liable for:

(1) **Damage** to any such vehicle.

(2) **Injury** or **Damage to Property** resulting while such vehicle is being:-

- (a) driven by **You**
- (b) driven with **Your** general consent or of **Your** representatives by any person who to **Your** knowledge or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (c) used in circumstances in which it is compulsory for **You** to insure or provide security as a requirement of any road traffic legislation.
- (d) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Forestry Commission and/or Ministry of Defence extension

Section B extends to **Indemnify You** to the extent required under any agreement between **You** and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by **You** under the terms of the said agreement.

Cover for Landowners Extension

Section B extends to **Indemnify** in like manner to **You** any landowner on whose land events or other activities organised by **You** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though he were **You** observe, fulfil and be subject to the terms, Conditions, Limitations and exclusions of this **Policy**.

World Wide Transportation Extension

In respect of whichever of Sections B and C that are specified in the **Schedule** as "Included" and where **Your Business** includes activities which involve the transportation of **horses** outside Great Britain, Northern Ireland, , the Channel Islands and, the Isle of Man , **We** will **Indemnify You** in respect of legal liability for **Injury** or loss of or **Damage to Property** happening anywhere in the world directly arising out of such transportation activities only.

Data Protection Extension

This Extension only covers **You** for any claim that is first made during the **Period of Insurance** and notified to **Us** as soon as practicable during the **Period of Insurance**.

We will pay **You** under Sections A and B of this **Policy** against **Your** legal liability to pay damages

or compensation and claimants' costs in respect of claims first made in writing against **You** and notified to **Us** during the **Period of Insurance** or within 60 days of the expiry date of the **Period of Insurance** arising out of a Personal Data breach in the course of the **Business** and incurred by **You** by virtue of:

(a) material or non-material damage under Article 82 of the General Data Protection Regulation;

Or

(b) Data Protection Act 2018 Sections 168 and 169;

Or

(c) any other equivalent local legislation of substantially similar intent.

All claims arising out of the same originating cause shall for the purposes of this Extension be deemed to have been made against **You** when the first of such claims was received by **You**

If during the **Period of Insurance** **You** become aware of any facts, circumstances, or **Occurrences**, which may give rise to a claim and notify **Us** during the **Period of Insurance**, any claim(s) made later against **You** arising out of, or relating to, such facts, circumstances or incidents shall be deemed to have first been made against **You** during the **Period of Insurance**.

Irrespective of the number of parties and/or entities entitled to cover under this Extension or the number of claimants', **our** liability for all amounts payable under this Extension shall not exceed the sub-limit of £250,000 in total. Provided that **We** shall not be liable in respect of liability:

(1) directly or indirectly caused by, or contributed to, or arising from, any Personal Data breach relating to any **Employee**;

(2) for the cost of:

a. replacing, reinstating, rectifying, or erasing, any Personal Data;

b. notifying any person regarding loss of personal data.

(3) for the payment of fines, penalties, liquidated, punitive damages, or exemplary damages;

(4) arising out of anything happening prior to the inception of the **Period of Insurance**

(5) for claims arising out of circumstances notified to previous Insurers or known to the Insured at inception of this **Policy**;

(6) for the loss of **Data** other than Personal Data.

Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

We agree to **Indemnify You** for:

(a) costs and expenses incurred with **our** written consent;

(b) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013, where the alleged offence occurs during the **Period of Insurance**, and where the circumstances of the alleged offence may be the subject of cover under this **Policy**.

Provided always that **We** shall not be liable:

(i) for any fines or penalties imposed on the Insured;

(ii) for the Self-Insured Retention;

(iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Section B - Coverage extensions (NOT automatically included)

Included only if specified in the **Schedule** as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this **Policy**.

Members' Cover Extension

Section B of this **Policy** extends to **Indemnify** any **Member** for **Injury** to any person or accidental loss of or **Damage** to **Property** happening during the **Period of Insurance** and arising whilst the **Member** is participating in the insured club, association or groups' official activities.

Member to Member Extension

Section B of this **Policy** extends to **Indemnify** any **Member** in respect of liability, as provided for under the "Members' Cover Extension" above, to another **Member** provided that nothing contained in this extension shall increase **our** liability to pay any

amount in respect of any claim in excess of the amount specified in the **Schedule** as the Limit of Liability for Section B.

For the purposes of both member extensions above, *Member* shall mean any member of the insured club, association or group from the time that the membership subscription is accepted by the insured club, association or group until such time as the membership expires.

Customers' Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any customer of **Yours** whilst using the facilities of or under **Your** instruction in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against any such customer had been made against **You**.

Provided the customer shall, as though they were **You**, observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this **Policy** as far as they can apply.

Personal Liability Extension

Section B of this **Policy** extends to **Indemnify**:-

- (1) **You**
- (2) any proprietor, partner, director or manager of **Yours**
- (3) **Your** immediate family
- (4) any **Employee**
- (5) anyone else riding or handling **horses** belonging to **You** or in **Your** care, custody or control with the express permission of persons specified in (1) and (2) above

in respect of a claim arising from **Injury** or loss of or **Damage to Property** occurring whilst such person is riding or handling anywhere in the world, for personal pleasure purposes and not in connection with the **Business**, **horses** belonging to **You** or in **Your** care, custody or control. However, excluding at all times **Injury** to the **horses** being ridden or handled unless Section C (Care, Custody and Control Liability) is specified in the **Schedule** as "Included".

The most **We** will pay under this Personal Liability Extension shall not exceed the cover limit as specified in the **Schedule**.

Provided that **We** shall not be liable under this **Policy** if any other insurance is in force covering such liability.

Instructors' Liability Extension

Without being affected by "General Policy Exclusions - Participant to Participant, and Breach of Professional Duty" **You** will be indemnified under Section B against liability in respect of **Injury** arising whilst clients/players/riders are under **Your**

direct supervision and taking part in equestrian activities

Provided that nothing contained in this Extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the cover limit for Section B.

Section C - Care, Custody and Control Liability

What is Covered

You are not automatically covered for this section unless **You** have either:

(1) purchased the applicable extension, paid the applicable **Premium** and the coverage is shown on the **Schedule**.

or

(2) Are a Licenced Riding Establishment, Livery yard, Stud or Freelance Riding Instructor/Groom/Rider, or a Racehorse Trainer in which case this coverage is automatically included.

We will pay **You** for any damages **You** incur for legal liability in respect of any injury, illness or disease (fatal or non-fatal) to horses, not owned (whether fully or partially) by **You**, but whilst in **Your** care, custody or control and occurring during the **Period of Insurance** and within the **Territorial Limits** of the **Policy**.

This includes any injury, illness or disease (fatal or non-fatal) caused by an **Employee** in connection with **Your Business**.

Limit of Liability

The most **We** will pay under **Policy** section C, including costs and expenses, is specified on **Your Schedule** under Cover Limits. There is a maximum amount payable by **Us** in respect of any single **horse** claim, and there is a maximum amount payable during the **Period of Insurance** which applies regardless of whether it is from one event or a series of incidents.

What is Not Covered (Additional Policy Exclusions)

This Section does not apply to or include legal liability for:

- (1) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act by **You**.
- (2) any indirect or consequential loss other than veterinary bills or the increased cost of keeping an injured or sick **horse** for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the horse shall not exceed any amount specified in the **Schedule** as the cover limit for Section C.
- (3) injury to any mare occurring whilst:
 - (a) being covered by a stallion.
 - (b) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
 - (c) at stud and injury is directly attributable to the mare being in foal.
- (4) injury, illness or disease arising out of the administration of any medication or treatment by **You** or any **Employee** unless under the direction of a qualified veterinarian.
- (5) injury, illness or disease to any **horse** owned by **You** or **Your** family or any **Employee** or their family.
- (6) Any death, injury, illness or disease arising out of confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, for example a government or public or local authority quarantine and/or restriction order.

Privacy 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 Specialty Markets 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. Where **You** provide **Us** or **Your** agent or **broker** with details about other people, **You** must provide this notice to them.

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, reinsurers, 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.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how **Your** personal data is used and the rights that **You** have in relation to the personal data **We** hold about **You**. Please contact **Us** using the details above if **You** wish to see the privacy notice in hard copy.

ELTO Notice

If **You** have purchased cover under Section A and this **Policy** provides employers' liability cover, then certain information relating to it including:

- the **Policy** number(s)
- employer's names and addresses (including subsidiaries and any relevant changes of name)
- coverage dates
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs

will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to the Employers' Liability Database (the "ELD")

It is understood by **You** that the above named information provided to **Us** will be processed by **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELD will be managed by the ELTO. The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for

employers carrying on, or who carried on, business in the United Kingdom, to find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

How to Make a Complaint

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 **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 (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London, E14 9SR
Tel: +44 (0) 800 023 4567
Email: enquiries@financial-ombudsman.org.uk

To confirm whether **You** are eligible to ask the FOS to review **Your** complaint more information can be found at www.financial-ombudsman.org.uk/consumer/complaints.htm or by contacting them on the details above.

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 (instead of referring to the Financial Ombudsman Service): Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation - consumers only - (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr).

Compensation

If Liberty Mutual Insurance Europe SE UK Branch 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 +44 (0) 207 892 7300.