

Howden Equine

Evidence of Cover

British Carriagedriving and British Carriagedriving
Affiliated Clubs

HOWDEN

Risk Details

Unique Market

Reference: B1161S2466947

Type: Master Policy

Insured: Employers, Public and Products Liability in respect of British Carriagedriving, British Carriagedriving Affiliated Clubs and the organising committees of Approved Events.

Master Policyholder: British Carriagedriving

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 Association and, in connection therewith,:-

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

Covered Parties: In respect of the Public and Products Liability Sections, British Carriagedriving and Others consisting of:-

- (1) British Carriagedriving
- (2) Organisers of Approved Equestrian Events, Committees of Affiliated Clubs and the like
- (3) any Judge, Steward, Coach, 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

Period: From: 1st July 2024 at 00.01 GMT
To: 1st July 2025 at 00.01 GMT

Limit applicable

To Covered Parties: Section A Primary Employers' Liability

GBP 10,000,000 any one claim or series of claims arising from the same Occurrence

Section B Primary Public and Products Liability

GBP 5,000,000 any one claim or series of claims arising from the same Occurrence, other than claims for Pollution contamination or Products where this limit is in respect of all Occurrences during the Period of Insurance

Section C Primary Care, Custody and Control Liability

GBP 10,000 any one Horse
GBP 50,000 any one occurrence
GBP 150,000 in all in the Period of Insurance

Excess applicable

To Covered Parties: Cover excludes the first GBP 500.00 of each and every claim made against the Insured for loss of or damage to third party property.

In respect of the Public Liability Section only, cover excludes the first GBP 1,000.- of each and every loss or damage to Property arising out of the use of All Terrain Vehicles and Motor Cycles for official purposes at Equestrian Events

Conditions:

In respect of the Employers, Public and Products Liability sections:
Wording: CNP-Howden Equine Liability Policy Wording (UK) 01.2024 v1.0,
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
Use of All Terrain Vehicles and Motorcycles conditions as attached
Corporate Manslaughter and Legal Defence extension as attached
Amendment to Participant to Participant exclusion as attached
Affiliation Questionnaire Condition
Survey Report Condition

Optional Extensions: In respect of CNP-Howden Equine Liability Policy Wording (UK) 01.2024 v1.0

Customers' Cover Extension	Not Included
Instructors' Liability Extension	Included
Members' Cover Extension	Included
Member to Member Extension	Included
Personal Liability Extension	Not Included

Geographical Limits:

In respect of British Carriagedriving (including any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer whilst acting for or on behalf of British Carriagedriving):

Cover is provided in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and elsewhere in the world whilst temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place.

In respect of British Carriagedriving Affiliated Clubs (including any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer acting for or on behalf of a British Carriagedriving Affiliated Club):

Cover is provided whilst in the United Kingdom, the Isle of Man, the Channel Islands or 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 to:

Howden
Woodlands,
Manton Lane,
Bedford,
MK41 7LW
Email: ukclaims@howdengroup.com
Phone: 01234 408610

Endorsements Applicable to Public and Products Liability (Section B) of the CNP-Howden Equine Liability Policy Wording (UK) 01.2024 v1.0,

Amendments to Definitions:

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

In respect of British Carriagedriving (including any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer whilst acting for or on behalf of British Carriagedriving):

Cover is provided in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and elsewhere in the world whilst temporarily overseas in the course of **Your Business** and where the **Injury** or **Damage** takes place.

In respect of British Carriagedriving Affiliated Clubs (including any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer acting for or on behalf of a British Carriagedriving Affiliated Club):

Cover is provided whilst in the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland

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:

If required by **You**, cover is extended to include Sponsors of **Yours** including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability for which **You** would have been entitled to indemnity under this Master Policy if the claim against any such Sponsor or Organiser had been made against **You**.

Cover is extended to indemnify any person attending a British Carriagedriving or British Carriagedriving Affiliated Club event for the purpose of a trial and with a view to obtaining membership of British Carriagedriving or a British Carriagedriving Affiliated Club.

Cover is extended to indemnify any person attending a British Carriagedriving or British Carriagedriving Affiliated Club, 'Try Driving' event.

Cover is extended to include any Veterinary Surgeon or Medical Professional acting on behalf of British Carriagedriving or a British Carriagedriving Affiliated Club, 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:-

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 such person is afforded indemnity under the policy, such as any coach at an event organised or approved by British Carriagedriving or a British Carriagedriving Affiliated Club
- 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**

Use of All Terrain Vehicles and Motorcycles

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

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” below:

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.

Amendment to Participant to Participant Exclusion clause:

The Participant to Participant Exclusion applicable to policy Sections B and C is amended to read as follows and not as stated:

any Injury arising from the negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.

CNP EQUINE LIABILITY POLICY WORDING

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ABOUT THIS POLICY

This is **Your** Equine Liability Insurance Policy, a legal contract which sets out the insured cover **You** have requested and which **We** have agreed to provide.

This is an occurrence-based policy. This means it only provides cover in relation to an **Occurrence** that takes place during the **Period of Insurance** which is notified to **Us** in accordance with the terms and conditions of the **Policy**.

Words in the singular shall include the plural and vice versa.

Reference to any legislation shall include amending or replacing legislation.

Insuring Agreement

In return for **You** paying or agreeing to pay the premium, **We** will provide the cover given in this **Policy** subject to all the terms, conditions, exclusions and limits of the **Policy**.

Law & Jurisdiction

Unless otherwise specified in the **Schedule**, this **Policy** is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

Please contact **Your Broker** as soon as possible if:

- anything needs correcting within the documentation **You** receive;
- the cover does not meet **Your** needs; or
- anything is not clear to **You**.

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;
- (b) any infringement of design, patent, copyright, title or slogan;
- (c) piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract;
- (d) any invasion of right of privacy;
- (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.

Damage

means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property.

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 an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination (including harassment), failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation, infliction of emotional distress, or retaliation in respect of whistle blowing or of the exercise or attempted exercise of legally protected rights.

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**.

Endorsement(s)

means a written attachment forming part of this **Policy** noting any changes to this **Policy**.

Excess

means the amounts specified in the **Schedule** which **You** must pay in respect of any claim. A separate excess applies to each claim.

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** including damages, claimants' costs and expenses and **Legal Costs**. Indemnified shall have the same meaning.

Injury

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

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; and
- (c) 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.

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**. That is regardless of:

- (a) the time elapsed after the start of the **Period of Insurance**; or
- (b) the number of persons or organisations who sustain **Injury** or **Damage to Property**.

Period of Insurance

means the time for which insurance is in place as shown in the **Schedule**.

Policy

means the contract of insurance between **You** and **Us** and consists of this Equine Liability Insurance policy wording, the **Schedule** (including any schedules in substitution) and any **Endorsement(s)** attaching to the **Schedule**.

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.

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.

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 goods (including packaging, containers labels or instructions) that are:

- (a) manufactured, sold, supplied or distributed; or
- (b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product

by **You** or on **Your Behalf** in the course of **Your Business** and no longer in **Your** possession or under **Your** control.

Property

means material property. For the purposes of this **Policy** electronic data is not property.

Schedule

means the schedule issued by **Us** and attaching to this **Policy** which specifies, amongst other matters, **Your** name, the **Business**, the cover limits, any additional cover included, the **Premium** and the **Period of Insurance**.

Territorial Limits

means:

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) elsewhere in the world (excluding Cuba, Iran and North Korea) whilst temporarily overseas in the course of **Your Business**

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.

We/Us/Our

Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453.

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

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 or in the course of their employment or engagement in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against the **Employee** had been made against **You**.

Any persons in (a) to (c) above must be 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.

MAKING A CLAIM

Your Duties in the Event of a Claim or Potential Claim

You must notify **Us** as soon as 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**.

You must provide **Us** with all additional information as **We** may require and co-operate with **Us** or **Our** appointed agents during each stage of any claim.

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** as soon as reasonably practicable and, in any event, within 7 days after receipt.

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:

Telephone: 01234 408610

E-mail: ukclaims@howdengroup.com

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** for which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

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:

- (a) to the costs of securing the recovery;
- (b) to the payment made by **Us**
- (c) 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.

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:

- (a) **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
- (b) **We** need not return any of the **Premiums** paid.

HOW MUCH WE WILL PAY - LIMIT OF INDEMNITY

Limit of Liability

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

- (a) against each Section in respect of any one **Occurrence**; and
- (b) 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 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 and expenses and **Legal Costs** and shall not reduce the cover limit.

CANCELLATION

Cancelling this Policy

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

During the Cooling Off Period

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

- (a) the date **You** receive this insurance documentation; or
- (b) 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 or intend to make a claim, **You** will receive a full refund of the **Premium** paid.

After the Cooling Off Period

If after the Cooling Off Period this **Policy** is cancelled by **You** or **Us**, provided **You** have not made a claim or intend to make 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 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**.

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

- (a) non-payment of **Premium**;
- (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- (c) non-cooperation or failure to supply any information or documentation **We** request;
- (d) threatening or abusive behaviour or the use of threatening or abusive language to **Us** or **Your Broker**.

Please note that cancellation of this **Policy** does not impact any claim already made or that occurred before cancellation.

YOUR RESPONSIBILITIES

Duty of Fair Presentation

In deciding to accept this **Policy** and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

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, decline all claims and reclaim any amounts paid. **We** can also keep any **Premium** paid.

If **We** establish that **Your** breach of the duty of fair presentation was neither deliberate or reckless, it could still adversely affect **Your Policy** and any claim. For example, **We** may:

- (a) treat this **Policy** as if it had never existed and refuse to pay all claims, reclaim any amounts paid and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (b) 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;

- (c) 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
- (d) cancel **Your Policy** in accordance with the 'Cancelling this Policy' provision above.

We or **Your Broker** will write to **You** if **We**:

- (a) intend to treat **Your Policy** as if it never existed; or
- (b) need to amend the terms of **Your Policy**.

Licensing

You must hold the necessary license to carry out **Your Business**. For example:

- if **You** are operating as a racehorse trainer, **You** must hold a current license granted by the British Horseracing Authority (BHA)
- if **You** are operating as a riding establishment, **You** must hold a current license under the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations (2018) (PART 4 - Hiring out Horses) or Riding Establishments Act 1964 and 1970.

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**. This applies whether the change happens before or during any **Period of Insurance**.

If **You** become aware that the information **You** have given **Us** is inaccurate or there is any change in the information that may materially affect the risk insured, then **You** must inform **Your Broker** as soon as practicable 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 Policy** or cancelling **Your Policy**.

SECTION A - EMPLOYERS' LIABILITY

What is Covered

We will pay You for any damages, claimants' costs and expenses You incur for legal liability in respect of Injury sustained by any Employee. Such Injury 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 (excluding Cuba, Iran and North Korea) whilst Your Employee is temporarily overseas in the course of Your Business and where the Injury 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 either Great Britain, or Northern Ireland, or the Isle of Man, or the Channel Islands.
- (2) We will pay for any 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 limit as specified in the Schedule. This limit is the maximum amount payable by Us in respect of any one claim or series of claims arising from the same Occurrence.

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 Us all sums paid by Us, which We 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 legal liability 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".

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
- (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, claimants' costs and expenses and Legal Costs payable in respect of any one claim or series of claims arising from the same Occurrence.

- (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 of **Employees**, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, claimants' costs and expenses and **Legal Costs** payable in respect of any one claim or series of claims against You arising from the same Occurrence.
- (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

Section A is extended to include the following:-

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 the Health and Safety at Work etc Act 1974, or equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

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.

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** arising out of and in the course of their 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) 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.

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 Propertycaused 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 Propertycaused 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, for damages, claimants' costs and expenses and Legal Costs, is specified on Your Schedule. This limit is the maximum amount payable by Us in respect of any one claim or series of claims arising from the same Occurrence, other than claims for Pollution contamination or in respect of Products where this limit is in respect of all Occurrences during the Period of Insurance.

What is Not Covered

This Section does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising out of:

- (1) Injury to any Employee arising out of and in the course of employment.
- (2) costs incurred in the repair, reconditioning or replacement of any Product or part which is alleged to be defective
- (3) the recall of any Product or part.
- (4) 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) by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- (6) 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) 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) **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
- (9) advice in respect of any **Product** given by **You** for a fee.

SECTION B - COVERAGE EXTENSIONS (AUTOMATICALLY INCLUDED)

Section B is extended to include the following:-

Contingent Liability (Non-Owned Vehicles) Extension

Notwithstanding anything contained in “What is Not Covered” and “General Policy Exclusions” 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 license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license
 - (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 other than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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 they were **You**, be subject to the terms, conditions, limitations and exclusions of this **Policy**.

Data Protection Extension

We will pay You for any damages, claimants' costs and expenses and **Legal Costs You** incur for legal liability arising out of a personal data breach caused by You or in connection with Your Business and occurring during the **Period of Insurance** 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.

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.

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 for the **Period of Insurance**. 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 any **Occurrence**, event or circumstances which originated prior to the inception date of this **Policy**;
- (5) for claims arising out of circumstances notified to previous insurers or known to You at inception of this **Policy**;
- (6) for the loss of **Data** other than personal data.

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 or equivalent legislation of the Channel Islands, or the Isle of Man, 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**.

Food Safety Act 1990

We will **Indemnity You** for:

- (1) costs and expenses incurred with **Our** written consent;
- (2) costs and expenses awarded against You

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 or similar legislation including equivalent legislation of the Channel Islands, or the Isle of Man, 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:

- (a) for any fines or penalties imposed on **You**;
- (b) for the Self-Insured Retention;
- (c) 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.

Forestry Commission and/or Ministry of Defence Extension

Notwithstanding anything contained in "What is Not Covered", 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.

Provided that:

- (a) 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.
- (b) all such persons or parties shall as though they were **You**, be subject to the terms, conditions, limitations and exclusions of this **Policy**.

Owners' Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any owner 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 against any such owner had been made against **You**.

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

Where any indemnity is provided to any owner, **We** will treat each owner and **You** as though a separate policy had been issued to each party provided that nothing in this clause shall increase **our** liability to pay any amount in excess of the limit of indemnity stated in the **Schedule** for the section under which the claim is made.

Worldwide 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 (excluding Cuba, Iran and North Korea) directly arising out of such transportation activities only.

SECTION B - COVERAGE EXTENSIONS (NOT AUTOMATICALLY INCLUDED)

Included only if specified in the **Schedule** as “Included”.

Customers' Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any customer of **Yours** whilst using **Your** facilities 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, fulfill and be subject to the terms, conditions, limitations and exclusions of this **Policy** as far as they can apply.

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.

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.

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 (excluding Cuba, Iran and North Korea), 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.

SECTION C - CARE, CUSTODY AND CONTROL LIABILITY

What is Covered

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, for damages, claimants' costs and expenses and Legal Costs, is specified on Your Schedule. 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 any one claim or series of claims arising from the same Occurrence.

What is Not Covered

This Section does not apply to or include any 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.

GENERAL POLICY EXCLUSIONS

EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS INCLUDING ANY EXTENSIONS

This **Policy** does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising from:

Communicable Diseases

any loss, **Damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*.

For the purposes of this Exclusion, loss, **Damage**, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (1) for a *Communicable Disease*; or
- (2) any **Property** insured hereunder that is affected by such *Communicable Disease*.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- (2) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

Notwithstanding any provision to the contrary within this **Policy**, this Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Deliberate Disregard

the deliberate, conscious or intentional disregard by **You** or **Your Employees** of the need to take all reasonable steps to prevent **Injury** or **Damage**.

Nuclear Reaction, Radiation and Contamination Exclusion

- (1) any nuclear reaction, nuclear radiation or radioactive contamination; and/or
- (2) biological or chemical contamination.

PFAS

any claim for actual or alleged loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example.

For the purposes of this Exclusion, loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (1) perfluorinated methyl group (-CF₃) or
- (2) perfluorinated methylene group (-CF₂-).

Terrorism

- (1) any act of **Terrorism**; and/or
- (2) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

War and Civil War

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

EXCLUSIONS APPLICABLE TO POLICY SECTIONS B AND C ONLY

This **Policy** does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising from:

Abuse

- (1) 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;
- (2) 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 (1) above, or may have contributed to the injuries set forth in (1) above.

Advertising Injury

any **Advertising Injury**.

Asbestos and Dangerous Building Materials

loss, damage or liability due to:

- (1) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or
- (2) any component building material that must be removed, encapsulated, or otherwise abated controlled because its presence or release is a hazard to human health.

Breach of Professional Duty

loss, damage or liability due to 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.

Criminal or Malicious Acts

any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **You** or **Your Employees**.

Cyber Incident

loss, damage, liability, claim, cost, fee or expense caused by:

- (1) the use of, or inability to use;
- (2) any error or omission relating to the use of; or
- (3) any hoax or threat relating to the use of

any application, process or software.

Fines, Penalties, or Punitive or Exemplary Damages

loss, damage or liability due to any punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.

Medical Malpractice

loss, damage or liability due to **Injury** arising directly from *Medical Malpractice*.

For the purposes of this Exclusion, Medical Malpractice means:

- (a) the failure to administer correct or adequate treatment by; or
- (b) the failure to give advice by; or
- (c) any other professional failing of

any trained medical, dental, or nursing staff, therapists, or other health professionals.

Mould and Fungus

loss, damage or liability due to 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;
- (b) any obligation or duty to defend any actions resulting from or in connection with any fungus of any kind whatsoever

irrespective of the cause of any fungus of any kind whatsoever, whenever or wherever it occurs, and whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Participant-to-Participant

any **Injury** arising from the negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.

Penalty Clauses

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

loss, damage or liability due to any Pollution. However, this Exclusion does not apply if **You** can demonstrate the **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**

All the **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. **Our** maximum liability to pay damages, claimants' costs, and expenses and **Legal Costs** will not exceed the limit stated in the **Schedule** in total during the **Period of Insurance**.

Prior Claims or Circumstances

any claims or circumstances known to **You** prior to the inception date of this **Policy** or which **You** ought to know by what would have been revealed by a reasonable search of information available to **You**.

GENERAL POLICY CONDITIONS

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 following rates:

- (a) in respect of any director or partner of **Yours**: GBP 500.00;
- (b) in respect of any other **Employee(s)**: GBP 250.00

for each day on which attendance is required.

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** maximum liability not exceeding the stated cover limits.

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.

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

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 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.

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 an 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.

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.

Sanctions Notice

It is a condition of this **Policy**, and **You** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **Us** would expose **Us** to any sanction, prohibition or restriction under any:

- (a) United Nations' resolution(s); or
- (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

EMPLOYERS' LIABILITY TRACING OFFICE (ELTO) NOTICE

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

- (a) the **Policy** number(s)
- (b) employer's names and addresses (including subsidiaries and any relevant changes of name)
- (c) coverage dates
- (d) (if relevant) the employer's reference numbers provided by His 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.

DATA PROTECTION NOTICE

We and **Your Broker** are the data controllers (as defined by the Data Protection Act 2018 and UK GDPR including all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which is available on **Our** website www.canopius.com/privacy.

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- (a) Name, address and contact details
- (b) Financial information
- (c) Criminal convictions

We may also collect sensitive personal information about **You** where the provision of this type of information is of legitimate interest, including:

- Medical records to validate a claim

We collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to Us or which process information on Our behalf (for example, premium collection and claims validation, or for communication purposes related to Your cover). We will ensure that they keep Your information secure and do not use it for purposes other than those that We have specified in Our Privacy Notice.

Some third parties that process Your data on Our behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts or the International Data Transfer Agreement which aim to provide the equivalent level of data protection to that found in the EU or the UK.

We will keep Your personal information only for as long as We believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share Your information if We are required to by law. We may share Your information with enforcement authorities if they ask Us to, or with a third party in the context of actual or threatened legal proceedings, provided We can do so without breaching data protection laws.

If You have any concerns about how Your personal data is being collected and processed, or wish to exercise any of Your rights detailed in Our Privacy Notice, please contact

Group Data Protection Officer
Canopus Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

Tel: + 44 20 7337 3700 (this is a basic rate number)

Email: privacy@canopus.com

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under this insurance.

Further information can be obtained from The Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

COMPLAINTS PROCEDURE

Our aim is to provide You with a high quality service at all times, although We do appreciate that there may be instances where You feel it is necessary to lodge a complaint.

If You do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should You wish to direct Your complaint directly to Lloyd’s in the first instance, You may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance please direct Your complaint using the following contact information:

Telephone: +44 (0)20 7337 3700

E-mail: Complaintsinbox@canopus.com

Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint, **You** may refer **Your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint ", which is available at the website address above. Alternatively, **You** may ask Lloyd's for a hard copy.

Step 3:

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution (ADR) body.

If **You** live in England, Scotland, Wales or Northern Ireland, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International +44 1534 748610

Facsimile: +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

If **You** live in the Isle of Man, the contact information is:

Financial Services Ombudsman Scheme
Thie Slieau Whallian

Foxdale Road
St John's
Isle of Man
IM4 3AS

Tel: +44 (0) 1624 686500

Fax: +44 (0) 1624 686504

Email: ombudsman@iomoft.gov.im

Website: <https://www.gov.im/oft/ombudsman/>