

# **The Pony Club Members Liability Insurance**

## **Members' Summary**

**Policy Number S2666947**

## Scheme

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

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

Howden Insurance Brokers Limited  
One Creechurch Place  
London  
EC3A 5AF

Telephone: +44 (0)203 857 7950

E-mail: [info.equine@howdengroup.com](mailto:info.equine@howdengroup.com)

## Policy Information

Not forming part of this Insurance policy.

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

This Members' Summary consists of:

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

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

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

## The Pony Club Members Liability Insurance

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## Definitions

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

### Bodily injury

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

### Branch Non-Riding Member

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

### Branch Riding Member

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

### Centre Member

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

### Centre Plus Member

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

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

**Horse**

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

**Horse groom**

Any person:

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

**Legal costs**

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

**Limit of liability**

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

**Master Policy Holder**

The Pony Club.

**Occurrence**

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

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

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

**Period of coverage**

The time for which this insurance is in place. If you become a new member after 1st July 2026, this starts from the beginning of your Pony Club membership and ends on 30th June 2027.

If you are an existing member of The Pony Club, then this insurance begins on 1st July 2026 and ends on 30th June 2027 as long as you keep your membership in place.

**Person employed**

1. a person under contract of service or apprenticeship with **you**
2. a labour master or labour only sub-contractor or person supplied by any of them;
3. a self-employed person;
4. a person hired to or borrowed by **you**;
5. a person undertaking study or work experience with **you**;

6. a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment.
7. a casual labourer or volunteer

while working under **Your** control and supervision in connection with **Your horse** related activities

**Professional groom**

Any person undertaking equine grooming services where the grooming services provided are the occupation of such a person.

**Property**

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

**Territorial limits**

**In respect of Branch Riding, Centre and Centre Plus Members:**

The United Kingdom, the Isle of Man, the Channel Islands and Republic of Ireland.

**In respect of Branch Non-Riding Members:**

The United Kingdom, the Isle of Man, the Channel Islands and Republic of Ireland but only whilst:

- (i) Attending any event organised by The Pony Club, or
- (ii) Attending any event whilst representing The Pony Club on a team or as an individual

**We/us/our**

Means Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

Registered Office: Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N4BQ.

Registered in England no. 01514453. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

**You/your**

Any **Branch Riding Member**, any **Branch Non-Riding Member**, any **Centre Member**, or any **Centre Plus Member** of The Pony Club.

## Making a Claim

If any **occurrence** arises which could result in a claim, **you** must contact **us** as soon as possible via the Accident and Incident page of The Pony Club Insurance Hub at the following web address:

<https://www.howdengroup.com/uk-en/pony-club-insurance/accident-incident-reporting>

Or to:

Howden Insurance Brokers Limited  
Woodlands,  
Manton Lane,  
Bedford,  
MK41 7LW

Tel: 01234 408 610

Email: [ukclaims@howdengroup.com](mailto:ukclaims@howdengroup.com)

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

Notification should include:

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

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

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

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

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

## Important Information

### Limit of Liability and Excess

**Limit of Liability** £5,000,000 per **occurrence**.

This is the most **we** will pay under any one claim, or any claims connected to the same cause.

Please note this has been increased to £30,000,000 by excess of loss policies, which follow the same wording as this Members' Summary and the Master Policy. If **you** would like to know more about the excess of loss policies, please contact Howden.

**Excess** £250 per **occurrence** in respect of third party **property** damage.  
There is no excess payable for a **bodily injury** claim.

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

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

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

### Law & Jurisdiction

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

## Policy Cover

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

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

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

## Section 1 - Branch Riding Members and Centre Plus Members

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

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

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

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

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

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

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

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

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

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

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

## 1. Authorised Users'

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

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

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

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

## 2. Horse Grooms

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

This extension does not apply to:

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

## Section 2 - Centre Members

**We** will cover **Centre Members**:

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

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

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

## Extensions to Section 2 - Centre Members

This extension is automatically included under the cover for a **Centre Member**.

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

### Ownership after Purchase

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

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

## Section 3 - Branch Non-Riding Members

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

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

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

- (i) attendance at any event organised by The Pony Club, or
  - (ii) attendance at any event whilst representing The Pony Club on a team or as an individual
- 2 in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

## Policy Exclusions

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

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

### Abuse

loss, damage or liability due to:

- 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.

### Asbestos

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

### Chemical, Biological or Nuclear

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

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

### Communicable Diseases

claim 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).

#### Contractual Liability

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

#### Cyber

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

#### Employment Practice Liability

Claim due to any claim in relation to:

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

of any **person employed**.

#### Excess

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

#### Hazardous Material

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

#### Hire or Reward

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

#### Injury Sustained by Person Employed

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

#### Known Incidents

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

#### 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

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

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

#### Personal Data Breach

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

#### 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 (-CF<sub>3</sub>) or
- (2) perfluorinated methylene group (-CF<sub>2</sub>-).

#### Pollution Contamination

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

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

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

#### Professional Grooms

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

### Property in Your Care Custody or Control

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

### Punitive and Exemplary Damages

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

### Racing

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

This exclusion does not apply to:

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

### Terrorism

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

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

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

### Trade or Profession

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

### Vehicles

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

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

### War

loss, damage, liability due to:

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

### You and Family Members

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

## Claims Conditions

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

### Claim Control

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

### What You Must Do During a Claim

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

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

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

### Discharge of Liability

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

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

### Subrogation

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

### Fraud

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

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

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

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

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

## General Conditions

### Comply with Policy Terms

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

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

### Non-Contribution Clause

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

### Precautions and Reasonable Care

**You** must take all reasonable precautions:

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

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

**You** must also:

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

### Termination of Membership

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

### Cross Liabilities

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

### Cancellation

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

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

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

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

#### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right of remedy of a third party which exists or is available apart from that Act.

#### Sanctions Notice

You agree that any cover, the payment of any claim and any benefit provided under Your Policy will be suspended, to the extent that providing any such cover, the payment of any claim or the provision of any benefit would expose Us to any sanction, prohibition or restriction under any:

(a) United Nations' resolution(s); or

(b) trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until We are no longer exposed to any 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.

## Further Information

### 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 the Scheme Administrator (Howden) using the following contact information:

Howden Insurance Brokers Limited  
One Creechurch Place  
London  
EC3A 5AF

Telephone: +44 (0)207 3857 7950  
E-mail: [info.equine@howdengroup.com](mailto:info.equine@howdengroup.com)

#### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **us**, **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](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://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](mailto:ombudsman@iomoft.gov.im)  
Website: <https://www.gov.im/oft/ombudsman/>

#### 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 **policy**.

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](http://www.fscs.org.uk)

## Data Protection Notice

**We** and Howden 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](http://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:

- Name, address and contact details
- Financial information
- 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 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  
Canopius Managing Agents Limited  
Floor 29  
22 Bishopsgate

Policy Number S2666947

London EC2N 4BQ

UK

[privacy@canopius.com](mailto:privacy@canopius.com)

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