

The
British
Horse
Society

Equine Members Insurance

Policy Document



Call 01708 850000

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE. SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

SEIB
INSURANCE BROKERS.

Contents

About Your Policy	2
Policy Definitions.....	7
Policy Conditions	10
Members Personal Liability Coverage	12
Members Personal Liability Exclusions	13

About Your Policy

This Policy is arranged by SEIB Insurance Brokers who are an insurance intermediary. The language of this Policy and all related communications will be in English.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the insurer(s) stated in the Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on the Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will pay a valid claim to You subject to the terms contained in or endorsed on the Policy.

Each Section may include terms, Definitions, Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Policy and varies the insurance provided.

The Schedule or Appendix and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms, conditions, limits and exclusions including Endorsements which may require You to take action.

Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that:

- You understand what the Policy covers and does not cover;
- You understand Your own duties.

Please contact SEIB Insurance Brokers Limited immediately if this document is not correct or if You would like to ask any questions.

Important Notice

You are required to make a fair presentation of the risk to Insurers.

If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as if it never existed and are not required to return any paid Premium to You.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

- 1) Insurers may regard the Policy as if it never existed if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy);
- 2) If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurers so

require;

- 3) If the Insurers would have entered into the Policy but would have charged a higher premium, the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2) above.

Terms and Conditions

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Identity of Insurer

Markel International Insurance Company Limited (Markel).

Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202570. The company is registered in England and Wales No: 00966670. Registered address, 20 Fenchurch Street, London EC3M 3AZ.

Complaints

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for Our customers. If You are dissatisfied or have any complaints about Your policy or the handling of a claim You should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

Legal, Regulatory & Compliance

Markel International Insurance Company Limited
20 Fenchurch Street
London
EC3M 3AZ

Telephone: 0044 (0) 20 7953 6020
Email: complaints@markel.com

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavours to comply with the timeframes set out below.

A complaint received by Markel (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the

justification of the complaint.

- Complaints will be acknowledged in writing no later than five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
- We will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why We are not yet in a position to resolve matters.
- By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
- When We issue Our final response We will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises, small businesses, small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If You do not refer Your complaint in time, the Ombudsman may not have Our permission to consider the complaint and will only be able to do so in very limited circumstances. For example if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme (FSCS)

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

If You are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Markel's Data Privacy Notice: Your Data

Markel are committed to protecting Your privacy. Insurance involves the use and disclosure of Your personal data to various insurance participants such as intermediaries, insurers and reinsurers. If You would like to know how Markel deals with any personal data You have provided Us, please contact Your Agent or Broker who will provide You with Our contact details. Alternatively, please visit Our privacy page at: <http://www.markelinternational.com/foot/privacy-policy/>

Data Protection Notice - SEIB Insurance Brokers

Your privacy is important to SEIB Insurance Brokers. SEIB Insurance Brokers will process Your personal data in accordance with the applicable data protection law.

SEIB Insurance Brokers is the data controller in respect of any personal data which You provide to SEIB Insurance Brokers or which SEIB Insurance Brokers hold about You and any personal data which is processed in connection with the services SEIB Insurance Brokers provide to You.

Where You provide SEIB Insurance Brokers with personal data about a person other than yourself (such as a

dependent or named person under a policy), You must inform them that You are providing their personal data to SEIB Insurance Brokers and will refer them to this notice.

To provide SEIB Insurance Brokers insurance related services, SEIB Insurance Brokers will collect and process Your personal data such as Your name, contact details, financial information and any information which is relevant to the insurance policy SEIB Insurance Brokers are providing. In order to provide Your insurance policy or when making a claim, SEIB Insurance Brokers may also need to collect or process 'special categories of personal data' such as information relating to Your health or criminal convictions or information which is likely to reveal Your religious beliefs.

SEIB Insurance Brokers process Your personal data for the purposes of offering and carrying out insurance related services to You or to an organisation or other persons which You represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing SEIB Insurance Brokers services will involve sharing Your personal data with, and obtaining information about You from SEIB Insurance Brokers group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, SEIB Insurance Brokers service providers and professional advisors or business partners and SEIB Insurance Brokers regulators. In some circumstances SEIB Insurance Brokers may transfer Your personal data to countries outside of the European Economic Area. SEIB Insurance Brokers will put appropriate safeguards in place to ensure that Your personal data is protected.

SEIB Insurance Brokers may market SEIB Insurance Brokers services to You or provide Your personal data to SEIB Insurance Brokers related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB Insurance Brokers.

Fraud Prevention

SEIB Insurance Brokers need to carry out fraud and anti- money laundering checks. This will involve sharing Your personal data (such as Your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange.

If You make a claim

SEIB Insurance Brokers will share Your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB Insurance Brokers may appoint loss adjusters or external investigation services to act on SEIB Insurance Brokers behalf.

If false or inaccurate information is provided and fraud is identified, Your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and the Insurance Fraud Register run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, SEIB Insurance Brokers may need to process Your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how Your personal data is used and Your rights in relation to Your personal data please refer to SEIB Insurance Brokers Privacy Policy at <http://www.seib.co.uk/about-us/privacy-policy> or

contact SEIB Insurance Brokers Data Protection Officer at South Essex House, North Road , South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – We employ staff and engage service providers who are experts in their field

No-nonsense – We apply a flexible and proactive approach to the claims process

Notice of claims should be given to SEIB Insurance Brokers Ltd:

SEIB Insurance Brokers Limited

South Essex House
North Road
South Ockendon
Essex
RM15 5BE

Telephone: 0345 873 4907

Email: claims@seib.co.uk

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated.

A

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

B

Bodily Injury

means physical injury including death, illness and disease.

British Horse Society

means the British Horse Society.

C

Company/Our/Us/We

means insurers whose identity is stated in the Identity of Insurers clause and in the Schedule.

D

Damage

means physical loss or destruction of or damage to Property.

E

Electronic Data

means facts, concepts and information converted to a form useable for communications, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee(s)

means

- 1 anyone under a contract of service or apprenticeship with You
- 2 any
 - A labour master or labour only subcontractor or person supplied or employed by them
 - B self-employed person
 - C person hired to or borrowed by You
 - D person engaged under a work experience, youth training, study, exchange or similar scheme
 - E voluntary helper

under Your control and supervision while working for You in connection with Your Equine Activities.

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy.

Equine Activities

means Your Equine Activities as stated in the Schedule.

Equine Excluded Activities

means Equine Excluded Activities stated in the Schedule.

Event

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause.

Excess

means the first amount payable by You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment.

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability.

All claims or series of claims arising out of any one Event, will be treated as one claim.

F

Family

Means the spouse and other relatives permanently living with the Member.

H

Horse

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

Horse Drawn Vehicle

means any non-motorised carriage, cart, wagon or wheeled attachment which is designed to be pulled behind a Horse excluding caravans, trailer tents, catering trailers, exhibition trailers or items of machinery.

Horse Groom

means any person:

- 1 undertaking equine grooming services where the grooming services provided are not the occupation of such a person; and
- 2 who is not a Professional Groom.

I

Insured/You/Your

Means the person or corporate body or organisation detailed in the Schedule

M

Member

means persons holding a current and fully paid up Gold membership including Adult, Junior, Student, Family, Life, Founder and Friend membership of The British Horse Society permanently residing within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

P

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium.

Policy

means the terms and conditions of the contract including the Policy wording, Schedule, Endorsements, clauses, exclusions and certificates.

Professional Groom

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

Pollution or Contamination

means:

- 1 pollution or contamination of Buildings or structures or of water or land or the atmosphere;
- and
- 2 all loss, Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination.

Product Supplied

means any product or thing (including containers, packaging, or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by You in the course of Your Equine Activities in or from the Territorial Limits.

Property

means material Property.

S

Schedule

means the document stating the Period of Insurance, Limit of Liability and Insurance provided.

System

means computers, other computing and electronic equipment linked to a computer, hardware, software programs, data, electronic data processing equipment, Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

T

Territorial Limits

means the United Kingdom, the Channel Islands and the Isle of Man including up to a maximum of 90 days in all elsewhere in the world during the Period of Insurance but excluding the United States of America and Canada.

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear.

V

Virus

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance:

- 1 Your interest ceases except by death;
- 2 Your British Horse Society membership ceases;
- 3 the risk of Damage, accident, or Bodily Injury is materially increased unless We state otherwise in writing.

Fraudulent Claims and Willful Acts

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Damage be occasioned by the wilful act or with Your connivance, We may terminate this Policy with effect from the date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act, event, claim, or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy.

Cancellation

Cover under this Policy is provided as a benefit of You being a Member of the British Horse Society and any cover provided by this Policy will automatically cease in accordance with the terms and conditions of this Policy or when Your membership of the British Horse Society ceases, whichever occurs first. No return of premium will be payable under any circumstances.

Claims (Action to be taken by You)

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will:

- 1 give written notice to SEIB Insurance Brokers Limited as soon as possible of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance – please see 'How to make a claim' on page 6 for contact details;
- 2 provide all additional information We may require within the time stipulated by Us;
- 3 forward unanswered to Us immediately they are received every claim form, summons, or other originating process, or any letter of claim or other

written notification of claim and all documents relating thereto;

- 4 give immediate notice in writing to Us of any impending prosecution, inquest, or fatal accident inquiry;
- 5 at all times and in addition to the obligations set out above, forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force;
- 6 carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage.

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of You without Our written consent.

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim, or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require.

Claims (Contribution)

If at the time of any claim there is any other valid insurance which entitles You to an indemnity, or would have entitled You to an indemnity if this Policy did not exist, then the insurance afforded by this Policy will be in excess of and will not contribute with such other insurance.

Claims (Discharge of Liability)

We may at any time at Our sole discretion pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible, incurred prior to such payment, provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable, Our liability for costs

and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims.

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name, before or after any payment is made by Us.

Reasonable Precautions

You shall take all reasonable precautions:

- 1 to prevent any Event which may give rise to a claim under this Policy;
- 2 to maintain everything used in Your Equine Activities in proper repair;
- 3 to comply with all statutory and other obligations and regulations imposed by any authority;
- 4 to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Rights of Third Parties

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

Assignment

You shall not assign any of the rights or benefits under this Policy without Our prior written consent.

We will not be bound to accept or be affected by any notice of trust, charge, lien, or purported assignment or other dealing with or relating to this Policy.

Members Personal Liability Coverage

Cover

We will indemnify You against Your legal liability for damages in respect of accidental:

- 1 Bodily Injury to any person;
- 2 Damage to third party Property;

occurring during the Period of Insurance within the Territorial Limits in connection with Your Equine Activities.

Cover is provided only if You are domiciled in the United Kingdom, the Channel Islands or the Isle of Man.

Limit of Liability

- 1 Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Section in the Schedule;
- 2 unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Section will be payable within the Limit of Liability applicable;
- 3 Our Limit of Liability is restricted to a combined total of GBP 5,000,000 for damages in respect of a loss or series of losses arising out of the same Event which involves this insurance and any other insurance policy or policies issued in the name of the British Horse Society and or including members of other affiliated organisations to The British Horse Society.

Extensions

The terms, Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions, the Section Limit of Liability applies.

Authorised Users

We shall provide indemnity to any person given permission by the Insured to use the Insured's Horse while used in the presence of the Insured.

Provided always that such person shall act as though they were the Insured, observe, fulfil and be subject to the terms, Conditions, limitations and Exclusions of this Policy and Schedule.

Cross Liabilities

If the Insured comprises of more than one party, We will under this Section provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them, provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule, regardless of the number of persons claiming to be indemnified.

Defence Costs and Expenses

We will provide indemnity in respect of all:

- 1 costs incurred with Our written consent of legal representation at any:
 - 1.1 coroner's inquest or other inquiry in respect of any death;
 - 1.2 proceedings in any court in respect of any act or omission, causing or relating to any Event;
- 2 other costs and expenses incurred with Our written consent in relation to any matter.

Horse Groom

We shall provide indemnity against any Horse Groom who is engaged by You for legal liability to pay damages including claimants costs recoverable as a result of Bodily Injury or Damage to Property that occurs whilst undertaking or conducting such work on Your behalf in relation to a Horse belonging to or in the physical care, custody, or control of You.

Provided always that such Horse Groom shall act as though they were the Insured, observe, fulfil and be subject to the terms, Conditions, limitations and Exclusions of this Policy.

This Extension does not apply to a Professional Groom.

Members Personal Liability

Policy Exclusions

We shall not provide indemnity against liability:

- 1** arising out of Equine Excluded Activities stated in the Schedule;
 - 2** arising out of Bodily Injury to any member of Your Family or household;
 - 3** arising out of the loss of or Damage to Property belonging to You or in Your care, custody, or control, or in the care, custody, or control of any member of Your Family or person in Your service;
 - 4** arising out of any profession, occupation, or business of You or Your Family;
 - 5** arising from the use of a Horse or a Horse Drawn Vehicle for hire or reward;
 - 6** for any claim arising from circumstances known to You prior to the commencement of Your coverage under this insurance;
 - 7** caused by or arising from any deliberate act or omission, by or on behalf of You and which could reasonably have been expected to be known by You, having regard to the nature and circumstances of such act or omission;
 - 8** caused by or arising from advice, design, or specification which You have provided;
 - 9** arising out of the business activities of the British Horse Society or any other organisation;
 - 10** arising out of the activities of a Professional Groom;
 - 11** arising out of the activities of a qualified horse instructor;
 - 12** arising out of events organised by You or on Your behalf;
 - 13** arising out of Your Equine Activities in the United States of America or Canada;
 - 14** in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Equine Activities;
 - 15** caused by or arising out of Asbestos or materials containing Asbestos;
 - 16** in respect of mental injury, mental anguish, shock, or fear of suffering death, Bodily Injury, illness, or Disease arising out of the actual, alleged, or suspected presence or release of Asbestos, or exposure to or inhalation of Asbestos;
 - 17** for the costs of management, including those of any persons under any statutory duty to manage removal, mitigation, remediation, repair, alteration, recall, rectification, replacement, or reinstatement of any property or part thereof arising out of the presence of Asbestos;
 - 18** caused by or arising out of Terrorism;
 - 19** caused by or arising from the ownership or possession or use by You or on Your behalf of any:
 - 19.1** aircraft or aerospace device or hovercraft;
 - 19.2** watercraft;
 - 19.3** mechanically propelled vehicle;
 - 20** caused by or arising from any Product Supplied;
 - 21** arising out of an assumption by You of an agreement or contract, unless the sole conduct and control of claims is vested in Us, but We will not in any event provide indemnity in respect of liquidated, punitive or exemplary damages, or liability under any penalty clause;
 - 22** the Excess amount stated in the Schedule;
 - 23** in respect of Pollution or Contamination occurring:
 - 23.1** within the United States of America or Canada;
 - 23.1** elsewhere than within the United States of America or Canada, unless caused by a sudden Identifiable, unintended and unexpected Event, which takes place in its entirety at a specific time and place during the Period of Insurance;
- provided that
- in respect of any liability for which indemnity is not excluded under Exclusions 23.1) or 23.2) above;
- A** all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place;

B the liability for all damages under this Section payable in respect of all Pollution or Contamination, which is deemed to have occurred during any one Period of Insurance, shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections;

24 for punitive, exemplary, or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages;

25 War and similar risks

We shall not provide indemnity under this Policy in respect of any:

- 1** Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss;
- 2** legal liability of whatsoever nature, directly or indirectly caused by, or contributed to, by, or arising from, any of the following, regardless of any other cause or Event contributing concurrently, or in any sequence to the Damage, cost, expense, or liability;
 - 2.1** war, invasion, act(s) of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion revolution, insurrection, civil commotion, assuming the proportions of, or amounting to, an uprising, military, or usurped power, or confiscation, or nationalization, or requisition by, or under the order of any government or public or local authority;
 - 2.2** any action taken in controlling preventing suppressing, or in any way relating to 2.1) above.

26 Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any:

A Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss;

B legal liability of whatsoever nature;

directly or indirectly caused by, or contributed to, by, or arising from:

- 1** ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;

2 the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any nuclear installation, reactor, or other nuclear assembly, or nuclear component thereof;

3 any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter;

4 the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any radioactive matter, but the exclusion in this paragraph shall not extend to radioactive isotopes, other than nuclear fuel when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes;

5 any chemical, biological, biochemical, or electromagnetic weapon.

27 Sanctions

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

Markel is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which We operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this Policy.

To comply with Sanctions, We cannot place, provide insurance cover or make any payment in circumstances where it would be a considered a breach of Sanctions. We may be required to take actions such as freezing the funds of parties subject to Sanctions; not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties We deal with, such as financial institutions, may also apply their own policies or restrictions. We reserve the right to take steps to comply with Sanctions and We will not be liable to You for this or for similar steps taken by third parties.

28 Loss of Electronic Data

We shall not provide indemnity under this Policy in respect of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Virus) or loss of use, reduction in functionality, cost, expense of

whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

29 Cyber Exclusion

This policy does not cover any 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.

30 We shall not provide indemnity against liability arising from persons who are non-domicile of the United Kingdom, Channel Islands and Isle of Man;

31 Communicable Disease Exclusion

- 1 Despite any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2 For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, as an example, any cost to clean-up, detoxify, remove, monitor or test:

2.1 for a Communicable Disease, or

2.2 any property that is affected by such Communicable Disease.

3 As used in this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

4 This exclusion applies to all coverage, coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Call 01708 850000

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE. SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

