

British Horse Society Members Personal Liability Policy

Personal Liability Member's Schedule

This document is issued for information only. It does not constitute a legal contract of insurance. This member's schedule is furnished in accordance with, and in all respects is subject to, the terms of the member's personal liability policy wording. This member's schedule replaces any other member's schedule previously issued covering the insurance described herein.

This document is to notify the **Member** that the following insurance has been effected with Markel International Insurance Company Limited (the "**Insurers**") under a Master/Group Policy (the "**Master Policy**") issued to the Master/Group Policyholder (the "**Master Policyholder**") bearing the **Master Policy** Unique Market Reference shown below.

The original **Master Policy** document may be inspected at the offices of the **Master Policy Administrator** and a copy is available on request to the **Master Policy Administrator**.

Master Insurance Policy No:	B1161S26DT826
Master Policyholder:	The British Horse Society (Registered Charity No 210504)
Master Policyholder Address:	Abbey Park, Stareton, Kenilworth, Warwickshire, CV8 2XZ
Master policy period:	<p>From: 1st January 2026 To: 31st December 2026</p> <p>both days inclusive Local Standard Time at the Address shown above.</p>
Member's Period of Insurance:	<p>The Period of Insurance starts from the beginning of your membership with the British Horse Society and ends either:</p> <ul style="list-style-type: none"> (a) upon the expiration of 12 months from the commencement of your membership; or (b) the termination of your membership with the British Horse Society <p>whichever is sooner.</p>
Limit of Liability:	GBP 5,000,000 in respect of any one claim , inclusive of defence costs .
Excess:	GBP 250 for each and every claim in respect of damage only.

	United Kingdom, Channel Islands and the Isle of Man only.
Territorial Limits:	However, where the member is domiciled in Northern Ireland and the domicile address held on record by the British Horse Society for the member is in Northern Ireland, we agree to extend the territorial limits to include the Republic of Ireland.
Law and Jurisdiction:	English law within the jurisdiction of the courts of England.
Master Policy Administrator:	<p>Howden Insurance Brokers Limited One Creechurch Place London EC3A 5AF</p> <p>Telephone: 0207 4265294 Email: bhsinsurance@howdengroup.com</p>
Endorsements:	None
Insurers	<p>Markel International Insurance Company Limited (Markel)</p> <p>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 with registered address, 20 Fenchurch Street, London EC3M 3AZ. VAT number 245 7363 49.</p>

Catherine Morgan

Signed by Catherine Morgan, Divisional Director

On behalf of Howden Insurance Brokers Limited

BHS Equine Members Insurance

Members Personal Liability
Policy Wording 1/1/26

MARKEL



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1. About Your Members Personal Liability Policy

1.1 About this Policy and the Scheme Administrator

As a **member of British Horse Society**, **you** receive this members Personal Liability Insurance as part of **your** membership. 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 **British Horse Society** by Howden Insurance Brokers Limited ("Howden").

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

Howden Insurance Brokers Limited

One Creechurch Place
London
EC3A 5AF

Telephone: +44 (0) 207 426 5294

Email: bhsinsurance@howdengroup.com

The **master policy** has been prepared in accordance with the instructions of the **British Horse Society**.

Please read this **member's policy** document 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 **member's policy** document consists of:

- (a) **Definitions** - which define particular words and expressions that apply to the document;
- (b) **What is Covered** - section which gives precise details of the cover being provided to **you**;
- (c) **What is Not Covered** - section which details the exclusions that apply to the cover being provided to **you**; and
- (d) **Claims Conditions and General Conditions** - of cover that apply.

You should notify **us** as soon as possible through 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 **policy** documents to ascertain precise details of cover provided to **you**.

The language of this **policy** and all related communications will be in English.

Please take care to review all documentation carefully to understand the cover that this Members Personal Liability **policy** provides.

Important information:

In the event of a claim, or any situation that may give rise to a claim, you must notify Howden and Equus Claims Management as soon as you become aware – please see 1.4 How to make a claim'.

1.2 Who is your 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 with registered address at 20 Fenchurch Street, London, EC3M 3AZ. VAT number 245 7363 49.

1.3 The Law that governs this Policy

Unless the parties have agreed otherwise in writing, any dispute concerning 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.

1.4 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:

- (a) **Partnership** – Working together to achieve the optimum outcome to the claim
- (b) **Expertise** – **we** employ staff and engage service providers who are experts in their field
- (c) **No-nonsense** – **we** apply a flexible and proactive approach to the claims process

Notice of claims, or any situation that may give rise to a claim, must be given to Howden and Equus Claims Management as soon as you become aware using the online accident report form or the following contact details:

Equus Claims Management

Telephone: 01245 981553

Email: bhsclaims@equusclaimsmanagement.co.uk

Please also refer also to Section 7 - Policy Conditions within this **policy**.

We may appoint loss adjusters or external investigation services to act on **Our** in the event of a **claim**.

1.5 Eligibility

You are eligible for this **policy** as a benefit of **your** membership with the **British Horse Society**.

Your eligibility for this **policy** will continue for the duration of the **period of Insurance** in which **you** are a **member** and will cease in accordance with 7.1 Maintenance of Membership and 7.5 Cancellation conditions.

1.6 How to make a complaint

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 and Compliance on the following contact details:

By telephone:

+44 (0)20 7953 6020

By email:

complaints@markel.com

By writing to:

Legal and Compliance
Markel International Insurance Company Limited
20 Fenchurch Street
London
England
EC3M 3AZ

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 International Insurance Company Ltd (whether by letter, 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 promptly. **we** endeavour to acknowledge the complaint in writing within 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.

UK Policyholders

- 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.
- The Financial Ombudsman Service ("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. **You** can find further information on the FOS at www.financial-ombudsman.org.uk

NON-UK Policyholders for Isle of Man only

- If **you** do not receive a final response or, after receiving **our** acknowledgement of the complaint and **our** final response, **you** are not satisfied with the outcome, **you** may be entitled to refer **your** complaint to **your** local External Dispute Resolution (EDR) service or Department of Insurance (DOI) for review. **we** will provide **you** with the contact details of the EDR/DOI who, if eligible, **you** may be able to refer **your** complaint to.

1.7 Financial Services Compensation Scheme (FSCS)

Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **you** may be entitled to compensation from FSCS if Markel International Insurance Company Limited is unable to meet its 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.

1.8 How we handle your data

(a) 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: <https://www.markel.com/privacy-policy>

(b) Howden's Data Privacy Notice: Your Data

At Howden Insurance Brokers Limited ("HIBL", "we", "us", "our") we need to collect and process personal data from or about individuals ("you", "your") in order to broker insurance and provide our associated services. Our Privacy Notice applies to you in the event that we have collected personal data from or about you in our role as a data controller. It explains when, why and how we collect and process your personal data, the third parties with which we may share your personal data, what your rights are in the event we hold your personal data, and how you can enforce these rights. For full details of how Howden process any personal data please visit

<https://www.howdengroup.com/uk-en/privacy-data-protection-policy/howden-insurance-brokers>

1.9 Fraud Prevention

We and/or Howden may 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 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, Howden may need to process **your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

2. Policy Definitions

The following words have special meanings when used within this policy. These special meanings apply to your entire policy wherever these words or phrases appear in bold except where otherwise stated.

2.1 **Abuse**

means any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, emotional, psychological or mental abuse.

2.2 **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.

2.3 **Authorised User**

means a third party who:

- (a) has been given express permission by the **insured** to use the **insured's horse**; and
- (b) is only using the **horse** whilst **you** are physically present and under **your** direct supervision.

For the avoidance of doubt, **authorised user** does not include an **employee, horse groom or professional groom**.

2.4 **Bodily Injury**

means physical injury including death, illness and disease following such physical injury, but excludes any nervous shock or mental anguish.

2.5 **British Horse Society**

means the British Horse Society who is the master policyholder and whose details are stated on the **member's schedule**.

2.6 **Civil Commotion**

means a substantial violent disturbance by a large number of persons assembled together and acting with common purpose or intent.

2.7 **Claim(s)**

means any demand made of, or assertion of rights against **you** by a third party which is communicated to **you** in writing.

All **claims** whether made against or sought by one or more **member**, wholly or substantially arising from or having any connection with or relation to:

- (a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause; or
- (b) a series of events, occurrences, acts, errors, omissions or breaches of duty or having the same originating or underlying cause;

shall be deemed to be one **claim** or single application of costs under this **policy** for the purposes of deciding the applicable **limit of liability** and the application of any Excess under this **policy**.

The **insurers** will decide how this provision is applied.

2.8 **Communicable Disease**

means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not; and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas; and
- (c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

2.9 **Computer System**

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

2.10 **Cyber Act**

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

2.11 **Cyber Incident**

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer system**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer system**.

2.12 **Damage**

means physical loss or physical destruction of or physical damage to Property of a third party.

2.13 **Data Breach**

- (a) the theft, loss, access to, acquisition of, or unauthorised or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information; involving access to, processing of, use of or operation of any **Computer System**; or
- (b) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

2.14 Defence Costs

means costs, fees and expenses incurred by **you** with the written prior consent of the Insurer in the defence, investigation or settlement of any **claim** under this **policy**.

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval.

We will only defend proceedings if **we** believe there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Our duty to defend ends when the **limits of liability** have been exhausted.

For the avoidance of doubt, **we** shall have no duty to defend any **claim** or provide any legal representation in connection with any circumstance or **claim** where:

- (a) the **Insured** has been arrested, charged, or is the subject of a formal criminal investigation in connection with the matters giving rise to the **claim** or circumstance; or
- (b) the **Insurer** reasonably suspects that the **claim** or circumstance has arisen out of, is based upon, or is attributable to any actual or alleged criminal act or omission by the **Insured**.

2.15 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.

2.16 Employee(s)

means

- (a) anyone under a contract of service or apprenticeship with **you**;
- (b) any;
 - (i) labour master or labour only subcontractor or person supplied or employed by **you**;
 - (ii) self-employed person;
 - (iii) person hired to or borrowed by **you**;
 - (iv) person engaged under a work experience, youth training, study, exchange or similar scheme with **you**; and
 - (v) voluntary helper;

under **your** control and supervision while working for **you** in connection with **your equine activities**.

Employee does not include a **horse groom** or a **professional horse groom**.

2.17 **Endorsement(s)**

means a change in the terms and conditions of the **policy** agreed by **us** and **you**.

Endorsements that apply to the **policy** (if any) will be shown in the **member's schedule**.

2.18 **Equine Activities**

means **your** use, ownership or control of a **Horse** or a **Horse Drawn Vehicle** and **your** direct participation in equine activities other than the **equine excluded activities**.

2.19 **Equine Excluded Activities**

means stunt riding, scurry driving including timed carriage driving, vaulting, endurance competitions, horseback archery, horse boarding, tent pegging, team chasing, horse swimming, tilting, competitive polo, racing, point to point racing, steeplechasing or breeding for the express purpose of monetary gain.

2.20 **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.

2.21 **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**.

2.22 **Family**

Means the civil partner or spouse of the **member**, parent(s), grandparents(s), dependent children (including foster and step children) and any other relatives permanently living with the **member**.

2.23 **Horse**

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

2.24 **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.

2.25 **Horse Groom**

means any person:

(a) undertaking equine grooming services for **you**, where:

- (i) where the grooming services provided are not the occupation of such a person; and
- (ii) such grooming services are only provided whilst unmounted;

(b) who is not a **professional groom**.

2.26 Insurers/Our/Us/We

means Markel International Insurance Company Limited.

2.27 Limit of Liability

means the maximum amount that **we** will pay under this **policy** as detailed in the **member's schedule**.

2.28 Maintain/Maintenance

means **your** activities to ensure that any premises, stabling, fencing, paddocks, and any other equine-related structures, equipment, or enclosures are in a good state of repair and in proper working order, for example:

- (a) repair or replacement of worn, damaged, or defective parts, such as broken fence posts, loose roof tiles, rotting timber, rusted hinges, or faulty locks;
- (b) upkeep of structures, enclosures, or equipment necessary to prevent foreseeable loss or damage, such as ensuring gates are secure and functional, drainage systems are clear and operational, and stables and/or paddocks are intact and escape-proof; and/or
- (c) implementation of reasonable preventative measures, such as regular inspections of the premises and property to identify issues, timely repairs following adverse weather and addressing known hazards such as unstable trees, exposed wiring, deteriorating foundations or broken and/or loose fencing.

2.29 Master Policy

means the contract between the **British Horse Society** and **us** as detailed in the **member's schedule** which entitles the **member** to the coverage detailed within this **policy**.

2.30 Master Policy Period

means the period in which **we** have agreed Members to attach to the **master policy**.

2.31 Member/You/Your

means a person has paid their membership fee to the **British Horse Society** and is covered under the **master policy** who:

- (a) holds a current Gold membership including: Adult, Junior, Student, Family, Life, Founder and Friend membership of the **British Horse Society**;
- (b) has followed the **British Horse Society**'s membership procedures;
- (c) holds such a valid membership at the time of any such incident or circumstance occurring which leads to a **claim**; and
- (d) permanently resides within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

member will also include:

- (i) if required by law, the parent or guardian of the **member**; and
- (ii) in the event of death of the **member**, their personal representatives;

providing always that such parties in (I) and (ii) above abide by the terms and conditions of this **policy** as though they are the **member** and are subject always to the terms, conditions and limitations of the

policy.

2.32 Member's Schedule

means the document entitled "member's schedule" that forms part of the **policy** suite and details the limit's of liability and other coverage details applicable to the **policy**.

2.33 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.

2.34 Period of Insurance

means the period that starts from the beginning of **your** membership with the **British Horse Society** and ends either:

- (a) upon the expiration of 12 months from the commencement of **your** membership; or
- (b) the termination of **your** membership with the **British Horse Society**

whichever is sooner.

2.35 Policy

means the terms and conditions of the contract including the policy wording, **member's schedule**, **endorsements**, clauses, exclusions and certificates.

2.36 Pollution or Contamination

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

2.37 Product

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**.

2.38 Professional Groom

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

2.39 Property

means physical tangible property. Property does not constitute Electronic data.

2.40 Riot

means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

2.41 Strike

means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

2.42 **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.

2.43 **Territorial Limits**

Unless otherwise specified in the **member's schedule**, means the United Kingdom, the Channel Islands and the Isle of Man only.

Where the **member** is domiciled in Northern Ireland and the domicile address held on record by the British Horse Society for the member is in Northern Ireland, **we** agree to extend the **territorial limits** to include the Republic of Ireland.

2.44 **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 organization(s) or government(s) committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear.

2.45 **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'.

3. Important Conditions

The following are important conditions to the **policy**, in the event of non-compliance with these conditions it will impact whether **we** will make a payment under this **policy** or how much **we** will pay.

3.1 Protective Clothing

You must ensure that **You** and/or any person or rider that **You** are responsible for, including any **authorised user(s)**, are wearing **Approved Protective Equipment** as required during any mounted interaction with horses, including riding, training or competing, this includes for example riding hats, body protectors, riding footwear, high visibility clothing and air jackets as required for the respective activity.

In respect of riding hats specifically, the riding hats worn must bear a quality assurance mark as evidence of quality testing from organisations such as British Standards Institution (BSI), INSPEC International Limited, Snell Memorial Foundation (SNELL) and/or Safety Equipment Institute (SEI).

For the purpose of this condition, "**Approved Protective Equipment**" means safety equipment and/or attire that meets the minimum standards set by the **British Horse Society** (BHS), or other such applicable recognised regulatory bodies, as applicable at the time of the incident.

The **insurers** will not pay for any incident or reduce the amount payable if the **insured** is not following condition 3.1, unless the **insured** can prove that not following this condition did not increase the risk of the incident happening.

3.2 Use of dangerous Goods

The **insured** must ensure all dangerous chemicals, poisons, insecticides, and other hazardous substances used in connection with the **equine activities** shall be:

- (a) used strictly in accordance with the manufacturer's instructions, applicable statutory and regulatory requirements, and any relevant industry codes of practice;
- (b) stored securely in clearly labelled, appropriate containers in accordance with the manufacturer's guidelines and prevailing safety standards;
- (c) maintained in a condition that ensures their continued safe use and storage, including regular inspection for signs of deterioration, leakage, or contamination.

The **insurers** will not pay or will reduce the amount payable for any incident if the **insured** is not following condition 3.2, unless the **insured** can prove that not following this condition did not increase the risk of the incident happening.

4. Members Personal Liability – What is Covered

The cover under this **member's policy** is on a Claims Occurring basis. That means it only covers claims occurring during the **period of insurance** and notified to **us** in accordance with the terms and conditions given in this **member's policy**.

If any **claim** covered by this **master policy** is also covered in whole or in part by any other insurance, **our** liability will only be in accordance with condition 6.2 Insurance Responsibility and Priority of Cover

4.1 The cover

Subject to the terms, conditions, limitation and exclusions of this **policy**, **we** agree to cover **you** for **your** legal liability for damages incurred arising as a result of a **claim** made against **you** in respect of accidental:

- (a) **bodily injury** to any person; and/or
- (b) **damage** to third party **property**;

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

- (i) **your equine activities**; or
- (ii) **your use and/or ownership of a horse**.

The **limit of liability** will also include **defence costs**, but **We** will not pay costs for, nor have a duty to defend any part of a **Claim** not covered by this **policy**.

4.2 Limit of liability

Our limit of liability shall not exceed the amount stated as the **limit of liability** for this **policy** in the **member's schedule**.

The **limit of liability** for this **policy** will include **defence costs**, but **We** will not pay costs for, nor have a duty to defend any part of a **claim** or incident not covered by this **policy**.

All **claims**:

- (a) whether made against or sought by one or more **insured**;
- (b) whether made under this **policy** or any other insurance policy issued by the **British Horse Society**; and/or
- (c) including multiple members of the **British Horse Society** or any other affiliated organisations to the **British Horse Society**;

and wholly or substantially arising from or having any connection with or relation to:

- (i) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause; or

(ii) a series of events, occurrences, acts, errors, omissions or breaches of duty or having the same originating or underlying cause;

shall be deemed to be one **claim** or single application of costs under this **policy** and cover under this **policy** is restricted to an aggregate **limit of liability** of GBP 5,000,000 for damages inclusive of any **defence costs**.

The **insurers** will decide how this provision is applied.

5. Automatic Extensions

The following extensions apply to this **policy** automatically.

The Extensions are subject always to the terms, conditions and exclusions of this policy and the extensions are subject to the **limit of liability** as stated on the **schedule**.

The **limit of liability** for each extension is within the overall limit of liability for the **policy** and is not in addition.

5.1 Cover outside the territorial limits

We agree to extend cover under this **policy** to cover **you** for **your** legal liability for damages incurred arising as a result of a **claim** made against **you** in respect of accidental:

- (a) **bodily injury** to any person; and/or
- (b) **damage** to third party **property**;

occurring during the **period of insurance** and whilst **you** are outside of the United Kingdom and actively participating in **equine activities**.

The **limit of liability** will also include **defence costs**, but **We** will not pay costs for, nor have a duty to defend any part of a **claim** not covered by this **policy**.

The cover under this extension will not apply for more than thirty (30) consecutive days per trip and in total for the **period of insurance**.

No cover is provided under this extension for any **equine activities** within Russia, Belarus, Ukraine, the United States of America or Canada.

5.2 Authorised users

We agree to extend cover under this **policy** to cover an **authorised user** for their legal liability for damages incurred arising as a result of a **claim** made against the **authorised user** respect of accidental:

- (a) **bodily injury** to any person; and/or
- (b) **damage** to third party **property**;

occurring during the **period of insurance** and within the **territorial limits** and as a result of an **authorised user** actively participating in **equine activities**.

The **limit of liability** will also include **defence costs**, but **We** will not pay costs for, nor have a duty to defend any part of a **claim** not covered by this **policy**.

Additional Conditions

In addition to the conditions within the General Conditions, the following conditions also apply to this extension.

The **insured** must ensure:

- (i) the **insured** has taken all reasonable steps to inform any **authorised user** of the relevant terms, conditions, limitations, and exclusions of this **policy** that may affect the **authorised user's** rights or entitlements under it; and
- (ii) the **insured** has taken all reasonable steps to inform the **authorised user** that their entitlement to benefit from this **policy** is conditional upon their compliance with such terms and conditions; and
- (iii) the **insured** has taken all reasonable steps to inform the **authorised user**, that failure to observe or comply with the applicable **policy** terms may result in the denial of coverage or reduction in payments under this **policy**.

In the event the **insured** and/or the **authorised user** have not complied with the above conditions (i) – (ii), it will impact the **authorised user's** ability to make a claim under this **policy** or the amount that the **insurers** will pay.

5.3 **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 **member's schedule**, regardless of the number of persons claiming to be indemnified.

5.4 **Horse grooms**

We agree to extend cover under this **policy** to cover a **horse groom** for their legal liability for damages incurred arising as a result of a **claim** made against the **horse groom** respect of accidental:

- (a) **bodily injury** to any person; and/or
- (b) **damage** to third party **property**;

occurring during the **period of insurance** and within the **territorial limits** and as a result of the **horse groom's** work for **you** on a **horse** under **your** care custody and control.

The **limit of liability** will also include **defence costs**, but **We** will not pay costs for, nor have a duty to defend any part of a **claim** not covered by this **policy**.

Additional Conditions

In addition to the conditions within the General Conditions, the following conditions also apply to this extension.

The **insured** must ensure:

- (i) the **insured** has taken all reasonable steps to inform any **horse groom** of the relevant terms, conditions, limitations, and exclusions of this **policy** that may affect the **horse groom's** rights or entitlements under it; and
- (ii) the **insured** has taken all reasonable steps to inform any **horse groom** of their entitlement to benefit from this **policy** is conditional upon their compliance with such terms and conditions; and

(iii) the **insured** has taken all reasonable steps to inform any **horse groom**, that failure to observe or comply with the applicable **policy** terms may result in the denial of coverage or reduction in payments under this **policy**.

In the event the **insured** and/or the **horse groom** have not complied with the above conditions (i) – (ii) it will impact the **horse groom's** ability to make a claim under this **policy** or the amount that the **insurers** will pay.

Additional Exclusions

In addition to the exclusions within the Section 5 – What is not Covered, the following exclusion also applies to this extension.

This **policy** will not cover any loss, liability, costs or expense, caused by, arising out of or relating to:

(i) any grooming activities whilst the **horse groom** is mounted on a **horse**.

6. Members Personal Liability – What is not Covered

The following exclusions apply across the **policy** as a whole. There are also exclusions contained within some of the extensions that will also apply in addition for that extension.

We shall not cover **you** in respect of any **claim**, loss, damage, liability, cost or expense caused by, arising out of or relating to:

6.1 Abuse

any:

- (a) **abuse** committed or alleged to have been committed by an **insured** including the transmission of disease arising out of any act of **abuse**.
- (b) The **insured's** practices of hiring **employees** or retention of any person alleged to have committed **abuse**.
- (c) Allegations of knowledge by an **insured** of, or failure to report, the alleged **abuse** to the appropriate authority(ies).

6.2 Aircraft watercraft and vehicles

the ownership or possession or use by **you** or on **your** behalf of any:

- (a) aircraft or aerospatial device or hovercraft;
- (b) watercraft; or
- (c) mechanically propelled vehicle.

6.3 Asbestos

- (a) **asbestos**;
- (b) materials containing **asbestos**;
- (c) actual, alleged or suspected presence or release of **asbestos** or exposure to the inhalation of **asbestos**; or
- (d) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **asbestos** or materials or products containing **asbestos**

whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

6.4 Assumed liability

any liability assumed by **you** under any agreement or contract.

6.5 **Bodily injury to employees**

any bodily injury to any current or former **employee** or any spouse, child, parent, brother or sister of that **employee** as a consequence of bodily injury to that **employee**.

For the avoidance of doubt, this General Exclusion applies:

- (a) whether or not the **insured** may be liable as an employer or in any other capacity; and
- (b) to any liability, including any contribution for which the **insured** may be liable or any obligation to indemnify any other person in respect of such bodily injury, including any obligation for which the **insured** or their insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any employee).

6.6 **Business activities**

arising out of the business activities of the **British Horse Society** or any other organization.

6.7 **Cyber exclusion**

any:

- (a) **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or
- (b) **Data Breach**; or
- (c) other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the avoidance of doubt, this **policy** does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **data breach**.

6.8 **Communicable disease**

- (a) the transmission or alleged transmission of a **communicable disease** or from any fear or threat of a **communicable disease**;
- (b) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**;
- (c) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a **communicable disease** or the fear or the threat of a **communicable disease**.

6.9 **Deliberate or wilful acts**

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;

- (a) any deliberate, intended or wilful acts by **you**;

(b) **your** failure to comply with any material statute, regulation, ordinance, administrative complaint, notice of violation, directive, order, or instruction made by or on behalf of any governmental body; or

(c) any dishonest, deceitful, fraudulent, reckless, knowingly wrongful, criminal or malicious act, error or omission by **you** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by any **you**.

6.10 Design defects

any advice, design, or specification which **you** have provided;

6.11 Excess

the Excess amount stated in the **member's schedule** ;

6.12 Excluded equine activities

any **equine excluded activities**;

6.13 Events organised by you

any events organised by **you** or on **your** behalf;

6.14 Fines and penalties

any award of punitive or exemplary damages whether as of liquidated, punitive or exemplary damages, or fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

6.15 Horse drawn vehicles

the use of a **horse** or a **Horse Drawn Vehicle** for hire or reward;

6.16 Horse instructors

the activities of a qualified horse instructor;

6.17 Injury to you or your family members

any bodily injury to **you** or any member of **your** family or household;

6.18 Jurisdictional exclusions

any action for damages brought against the **you** in any territory outside the **territorial limits**.

6.19 Known claims or circumstances

any **claim** or any circumstances which may lead to a **claim** under this **policy**, known to **you** prior to the commencement of **your** period of insurance;

6.20 Lack of maintenance

your failure to properly **maintain** any premises, stabling, fencing, paddocks, and any other equine-related structures, equipment, or enclosures in a good state of repair and in proper working order, so as to prevent injury to **horses**, third parties, or damage to property.

This exclusion applies regardless of whether the lack of **maintenance** was the sole cause of the loss or operated in combination with another cause(s).

6.21 **Owned property**

any loss of or damage to property:

- (a) belonging to **you**;
- (b) in **your** care, custody or control;
- (c) in the care, custody or control of any member of **your** family or person in **your** service; and/or
- (d) in the care, custody or control of any **horse groom**.

6.22 **PFAS**

any:

- (a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;
- (b) any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012 (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).

This exclusion shall be paramount and shall override anything in this **policy** that is inconsistent with this exclusion

6.23 **Product liability**

any **Product**;

6.24 **Professional liability**

any profession, occupation, or business of **you** or **your** family;

6.25 **Professional grooms**

any activities of a **Professional Groom**;

6.26 **Pollution and contamination**

any **pollution or contamination**.

6.27 **Radioactive and other contamination**

any:

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;

- (b) the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any nuclear installation, reactor, or other nuclear assembly, or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter;
- (d) 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; or
- (e) any chemical, biological, biochemical, or electromagnetic weapon.

6.28 **Strike riot and civil commotion**

any action taken by any person or authority in controlling, preventing or suppressing any **strike, riot** and/or **civil commotion**.

This exclusion applies regardless of whether any loss, damage, **claim**, cost, expense or other sum of whatsoever nature is caused by, results from, arises out of or in connection with any other cause or event contributing concurrently or in any other sequence to it.

If the **insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon the **insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

6.29 **Terrorism**

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If the **insurers** claim that something isn't covered by this **policy** due to this exclusion, it's up to the **insured** to prove otherwise.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6.30 **War and similar risks**

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or seizure, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (b) any action taken in controlling preventing suppressing, or in any way relating to (a) above.

7. Policy Conditions

The following conditions apply to the **policy** as a whole unless specifically stated.

7.1 Maintenance of Membership

The **member** is required to maintain their membership with the **insured** for the duration of the Period of Insurance.

In the event that the **member's** membership ceases for any reason then this **policy** will also be cancelled in accordance with the 7.5 Cancellation provision.

7.2 Priority of Cover

This **policy** is provided as part of **your** membership with the **British Horse Society** and is provided with the intent of operating on an excess and contingent basis only. This **policy** will not be construed as, nor should be treated as, a substitute for any insurance in which the **member** is expected to have obtained and maintained. Coverage under this **policy** shall only apply in excess of any other valid and collectible insurance available to the **member** whether such other insurance is stated to be primary, contributory, excess or contingent.

For the avoidance of doubt **we** will not make any payment under this **policy** unless and until the **limit of liability** of the other insurance(s) have been fully exhausted.

If no other insurance is held or available this **policy** may respond subject to all other terms, conditions and exclusion of this **policy**.

7.3 Upkeep and Maintenance of Property

You must, throughout the **Period of Insurance**, take all reasonable steps to **maintain** the premises, stabling, fencing, paddocks, and any other equine-related structures, equipment, or enclosures in a good state of repair and in proper working order, so as to prevent injury to **horses**, third parties, or **damage** to property.

7.4 Fraudulent Claims and Wilful Acts

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- (a) will not be 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 (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the Premium paid.

7.5 Cancellation

The **British Horse Society** can cancel this **policy** at any time.

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 when **your** membership with the **British Horse Society** ceases.

The premium is derived from **your** membership fee, in the event of cancellation of the **policy**, no return of premium will be payable under any circumstances.

7.6 Claims (Action that must be taken by You)

It is a condition precedent to **our** liability 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.

It is a condition precedent to any liability of **ours** to make any payment under this **policy** that **you** will:

- (a) give written notice to **us** 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' section for contact details;
- (b) provide all additional information **we** may require within the time stipulated by **us**;
- (c) forward unanswered to **us** immediately as they are received every claim form, summons, or other originating process, or any letter of claim or other **policy** will be in excess of and will not contribute with such other insurance.

7.7 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.

7.8 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**.

7.9 **Reasonable Precautions**

You must throughout the period of insurance take all reasonable precautions::

- (a) to prevent any **event** which may give rise to a **claim** under this **policy**;
- (b) to maintain everything used in **your equine activities** in proper repair;
- (c) to comply with all statutory and other obligations and regulations imposed by any authority;
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

7.10 **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.

7.11 **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**.

7.12 **Sanctions**

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 cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any United Nations' resolution(s) or 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.

MARKEL