

# The British Horse Society

Public & Employer's Liability

Master Policy 2019

The  
British  
Horse  
Society



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South Essex House, North Road, South Ockendon Essex RM15 5BE.  
South Essex Insurance Brokers Ltd are authorised and regulated by the Financial  
Conduct Authority.

## **About Your Policy**

The Policy Introduction explains the insurance provided under this contract

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 Section and varies the insurance provided by the Section

The Schedule 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

## **Policy Introduction**

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

Please read the whole document carefully it is arranged in different sections It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your Broker immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not

Authorised Signatory

Aaron Crombie

Underwriting Director

Pen Underwriting (Delegated)

## INSURANCE POLICY SCHEDULE

<b>Policy No:</b>	MPEND025A119
<b>Insured:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Business:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Address:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Period of Insurance:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Limit of Indemnity:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Territorial Limits:</b>	As more fully defined in the individual Insurance Section Schedules attached.
<b>Sections:</b>	<ol style="list-style-type: none"><li>1 - Members Public Liability Insurance as defined in the attached wording and Schedule.</li><li>2 - Employers' Liability Insurance as defined in the attached wording and Schedule.</li><li>3 - Combined Public Liability (Public/Products Liability)</li></ol>
<b>Date of signature:</b>	01 <sup>st</sup> January 2019

## SECTION 1 MEMBERS PUBLIC LIABILITY INSURANCE

### INSURING CLAUSE

In consideration of the payment of the Premium specified in the Schedule attaching to and forming a part of this Insurance (hereinafter referred to as the "the Schedule") by the Master Insurance Holder, the Insurers agree, subject to the terms, Conditions, Limitations, Exclusions and Endorsements set forth herein to indemnify the Insured:-

- 1) against all sums which the Insured shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and, in addition to the aforementioned Limit of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss or damage to Property;
- 2) against all costs and expenses incurred with the written consent of the Insurers in respect of any claim against the Insured which may be the subject of indemnity;
- 3) against the payment of the solicitor's fees incurred with the written consent of the Insurers for representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death proceeding in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property which may be the subject of indemnity under this Insurance;

happening anywhere within the Territorial Limits specified in the Schedule during the Period of Insurance and arising out of the Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other Horse related activities.

The indemnity provided by this Insurance shall apply only to judgements of first instance against the Insured in the Courts of Law within any country within the Jurisdiction specified in the Schedule and not to judgements obtained elsewhere or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by the way of reciprocal agreements or otherwise.

This Insurance shall also provide indemnity to any person given permission by the Insured to use the Insured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Insured's custody.

Provided always that such person shall as though he or she were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Insurance.

## **LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the limit stated in the Schedule.

## **GROOMS LIABILITY EXTENSION**

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

This Insurance is extended to indemnify any groom who is engaged in working for the Insured for legal liability to pay damages, including claimants' costs recoverable from the Insured, as a result of Bodily Injury or loss of or damage to Property that occurs whilst undertaking or conducting such work on behalf of the Insured in relation to a Horse belonging to or in the care, custody or control of the Insured.

## SECTION 1 MEMBERS PUBLIC LIABILITY INSURANCE

### DEFINITIONS

In this Insurance:

- 1) **Bodily Injury** shall mean death, injury, illness disease or nervous shock.
- 2) **Property** shall mean material property.
- 3) **Employee** shall mean:-
  - (a) any person under a contract of service or apprenticeship with the Insured;
  - (b) any labour master or labour only sub-contractor or person supplied by any of them.
  - (c) any self-employed person;
  - (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured;
  - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme;
  - (f) any casual labourer while engaged in working for the Insured.
- 4) **Member** shall mean:-
  - (a) in respect of Corporate membership of the Master Insurance Holder, the nominated representative of such Corporate body;
  - (b) Individual Gold (adult, junior, student, family), BHS Friend, Life or Founder (excluding Overseas, Silver and Helping Horses Members); or any member of a British Horse Society Affiliated Riding Club, any member of a British Horse Society Premium Affiliated Equestrian Access Group or any member of a British Horse Society Show Centre:
    - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or at bases of Her Majesty's Forces Overseas;
    - (ii) normally domiciled elsewhere in the world whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or ;who has paid his/her membership subscription to the Master Insurance Holder;
  - (c) if required by Law, the parent or guardian of the said member;

- (d) in the event of the death of the member the personal representatives of the member in respect of liability incurred by the member;
- (e) any person normally domiciled outside the countries specified in (b)(i) above whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by the Master Insurance Holder from the time of arrival at the site of the competition until time of departure therefrom;

Providing that such person shall as though he or she were Insured observe, fulfil and be subject to the terms, conditions, Limitations and Exclusions of this Insurance.

- 5) **Horse** shall mean any horse, pony, donkey, mule, ass or jennet.
- 6) **Pollutants** shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 7) **One Occurrence** under the Limit of Indemnity shall mean any one occurrence or occurrences of a series consequent on or attributable to one source or original cause.
- 8) **Family** shall mean the spouse and other relatives permanently living with the Member.



## SECTION 1 MEMBERS PUBLIC LIABILITY INSURANCE

### EXCLUSIONS

This Insurance shall not provide indemnity for any liability, costs and expenses:-

- 1) arising out of Bodily Injury to any member of the Insured's family.
- 2) 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..
- 3) arising out of Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Insured.
- 4) arising out of Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of 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 nationalisation or requisition.
- 5) arising out of Bodily Injury or loss or damage to Property directly or indirectly caused by or contributed to by or arising from:-
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6) arising out of an assumption by Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 7) for punitive or exemplary damages.
- 8) for multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 9) arising out of Bodily Injury sustained by an Employee which arises out of and in course of his employment or engagement by the Insured.
- 10) arising out of Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
  - (i) Horse racing, point to point racing or steeple chasing, other than:-
    - (a) endurance riding;
    - (b) racing which forms part of an equestrian event the primary

purpose of which is not racing and where the said race is not being run under the rules of any turf or similar authority;

- (ii) the use of a Horse or Horse drawn vehicle for hire or reward.
- 11) for any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under this Insurance.
- 12) (a) for Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants;
- (b) for the cost of removing nullifying or cleaning up Pollutants;
  - (c) for fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants;

occurring anywhere in the world other than in the United States of America and/or Canada.

Notwithstanding the foregoing this insurance shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Insurance provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Insurance to have occurred at the time such incident takes place.

The liability of the Insurers for all damages payable in respect of all discharges dispersals release or escape of Pollutants which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

- 13) for or consequent upon:-
- (i) Bodily Injury or loss of or damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants;
  - (ii) the cost of removing nullifying or cleaning up Pollutants;
  - (iii) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants;

occurring within the United States of America and/or Canada or any territory

within the jurisdiction thereof.

- 14) arising out of the ownership possession or use by or on behalf of the Insured or caused by any:-
  - (a) craft designed to travel in or through air, space or water (other than hand propelled watercraft or rescue craft);
  - (b) mechanically propelled vehicles.
- 15) caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
- 16) arising out of Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

Terrorism means any act or acts of force and/or violence:

- (i) for political, religious or other ends;

and/or

- (ii) directed towards the over-throwing or influencing of the Government de jure or de facto;

and/or

- (iii) for the purpose of putting the public or any part of the public in fear;

by any person or persons acting alone or on behalf of or in connection with any organisation.

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

- 17) or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 18) directly or indirectly caused by, arising from or in connection with any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in possession of, or under the control of, the Insured.

- 19) arising out of:
- (a) the business activities of the Master Insurance Holder;
  - (b) the Insured's activities as a qualified Horse groom or a qualified Horse instructor as recognised by the British Horse Society.
- 20) (a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- (b) arising from malicious acts of any person carried out by electronic means;
- (c) for defamation or harassment carried out by electronic means;
- but this Exclusion shall not apply in respect of liability for any ensuing Bodily Injury (save for mental injury or mental disease) or loss of or damage to Property, which is not otherwise excluded.
- 21) arising out of loss or damage caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 22) we will not provide any benefit under this policy 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.

## SECTION 1 MEMBERS PUBLIC LIABILITY INSURANCE

### CONDITIONS

- 1) The Insured and/or the Master Insurance Holder shall:-
  - (a) in the event of a claim or possible claim under this Insurance give notice as soon as possible to South Essex Insurance Brokers Limited, BHS Equine, C/O Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ telephone no. 0345 8734907 giving full particulars of the Occurrence. The Insured and/or the Master Insurance Holder shall provide all assistance and information as required by the Insurer or their Agent.
  - (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.
- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurers' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurers' payment to the Insured bears to the payment made by or on behalf of the Insured in settlement of the claim or claims.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishings and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

5) **This Condition is applicable to all insured listed on page 15, items 1-3:**

If at the time of any claim under this Insurance there is any other valid and collectible insurance available to the Insured or any other insured party, other than insurance that is specifically stated to be in excess of this Policy and names the Insured for the insurance, then the Insurance by this Policy will be in excess of and will not contribute with such other insurance.

6) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions of this Insurance, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Insurance set forth herein in excess of the amount stated in the Public Liability Section as the Limit of Indemnity.

7) Any dispute between the Insurers and the Master Insurance Holder concerning this Insurance, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein shall be decided in accordance with English Law and the Courts thereof shall have exclusive jurisdiction in any dispute to which jurisdiction the parties thereby submit.

The Premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

8) Permission is granted to the Master Insurance Holder to issue an "Evidence of Insurance" to the Master Insurance Holders' Members evidencing coverage afforded by this Insurance subject to the following:-

- (a) the form to be used for such "Evidence of Insurance" shall be approved by Insurers hereon;
- (b) should Notice of Cancellation be issued by the Master Insurance Holder or by Insurers then the Master Insurance Holder and/or its agent shall notify all those to whom an "Evidence of Insurance" has been issued, in accordance with the provisions of the Cancellation Clause contained herein;
- (c) the terms of this Clause are subject to the acceptance of the Insured without which this Clause shall be null and void.

By acceptance of this Clause the Master Insurance Holder agrees to indemnify and hold harmless Insurers hereon for any loss, cost, damage, expense or liability of whatsoever nature or kind in any manner arising out of or as a result of any "Evidence of Insurance" or out of any failure to comply with any provision of an "Evidence of Insurance".

- 9) Any indemnity provided by this Policy in respect of legal liability to provide compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part).
- 10) Subject otherwise to the terms, conditions and limitations of this Insurance, if a loss or series of losses arising out of the same event involves this Insurance and any other insurance policy or policies issued in the name of the British Horse Society the limit of liability of the Insurers in respect of all such loss(es) combined shall not exceed GBP 5,000,000.
- 11) The Insurers may cancel this Insurance by giving 30 (thirty) days' notice by recorded delivery letter to the Master Insurance Holder at his last known address. The Insurers shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance.
- 12) Insurers liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

## SECTION 1 PUBLIC LIABILITY INSURANCE

### MASTER SCHEDULE

**Master Insurance Policy No:** MPEND025A119

**The Master Insurance Holder:** The Committee for the time being of the British Horse Society

**Address:** Abbey Park, Stareton, Kenilworth, Warwickshire, CV8 2XZ

- Insured(s):**
- (1) Individual Gold (adult, junior, student, family), BHS Friend, Life or Founder (excluding Overseas, Silver and Helping Horses Members)
  - (2) Members of British Horse Society Affiliated Riding Clubs but only whilst participating in (excluding whilst travelling to and from) activities (including social and fund raising activities) organised and/or run by British Horse Society Affiliated Riding Clubs, the Riding Clubs Office, for Members resident in Northern Ireland only, organised and/or run by a Member Club of the Association of Irish Riding Clubs;
  - (3) Members of British Horse Society Premium Affiliated Equestrian Access Groups but only whilst participating in (excluding whilst travelling to and from) activities (including social and fund raising activities) organised and/or run by the Group of which they are a member or whilst in a clearing party officially organised by a British Horse Society Member;
  - (4) Members of Committees of the British Horse Society but only insofar as such liability relates to the individual's activities as a member of such Committees.
  - (5) Members of British Horse Society Show Centres but only whilst participating in (excluding whilst travelling to and from) activities (including social and fund raising activities) organised and/or run by and held at a British Horse Society Show Centres.





**Period of Insurance:** Risks attaching during the period:  
**From:** 01st January 2019  
**To:** 31st December 2019  
both days inclusive Local Standard Time at the Insured's Address for a maximum Period of Insurance of twelve consecutive months only from the time of attachment per Individual Member of the British Horse Society.

**Limit of Indemnity:** GBP 5,000,000 in respect of any one Occurrence.

**Territorial Limits:** Anywhere in the world.

**Jurisdiction:** United Kingdom

**Date of signature:** 01<sup>st</sup> January 2019

## **DEFINITIONS (applicable to Sections 2 Employers' Liability and 3 Combined Public Liability)**

1. **Injury** means:-
  - (a) bodily injury ,including death, illness and disease;
  - (b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct.
2. **Bodily Injury** means bodily injury, including death, illness and disease.
3. **Damage** means physical damage and includes physical loss.
4. **Property** means material property.
5. **The Business** includes:
  - (a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
  - (b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
  - (c) fire, first aid and ambulance service;
  - (d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.
6. **Territorial Limits** means Worldwide.
7. **Employee** means:-
  - (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
  - (b) any labour-master and/or person supplied by him;
  - (c) any person employed by a labour-only subcontractor;
  - (d) any self-employed person;
  - (e) any person who is hired to or borrowed by the Insured;
  - (f) any driver or operator of plant hired to the Insured;
  - (g) any person who is engaged under a work experience or youth training scheme;
  - (h) any volunteer:

while working for the Insured in connection with the Business.

8. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
9. **Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.
10. **Offshore Work** means visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure.

The words "Offshore Installation" and "Associated Structure" shall have the same meanings as they are interpreted in the Mineral Workings (Offshore Installations) Act 1971 and the Offshore Installations (Application of the Employers' Liability (Compulsory Insurance) Act 1969) Regulations 1975.

11. **One Occurrence** under the Limit of Indemnity means any one occurrence or occurrences of a series consequent on or attributable to one source or original cause.

12. **Claim(s)** mean:-

- (i) any writ or summons or other application of any description whatsoever or cross-claim or counter claim issued against or served upon the Insured for any negligent act, error or omission;

or

- (ii) any written communication alleging a negligent act, error or omission communicated to the Insured.

13. **Documents** means:-

deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or tapes or any other data media and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

Provided that:-

1. this Extension shall not apply to liability, costs or expenses:-

- (a) for which the Insured is entitled to indemnity under this Contract of Insurance elsewhere in the Contract of Insurance;
  - (b) for which the Insured is entitled to an indemnity under any other policy;
  - (c) brought about or contributed to by any dishonest, fraudulent or criminal act or omission of the Insured, or of any Employee of the Insured;
2. any Claim or Claims for costs and expenses incurred by the Insured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Insurers with the approval of the Insured;
3. it is a condition precedent to liability that the Insured shall keep all Documents in a suitable secure fireproof safe or cabinet outside of normal business hours and shall maintain duplicates of all computer related records off site.

**14. Terrorism** means any act or acts of force and/or violence:-

- (i) for political, religious or other ends; and/or
- (ii) directed towards the over-throwing or influencing of the Government de jure or de facto; and/or
- (iii) for the purpose of putting the public or any part of the public in fear;

by any person or persons acting alone or on behalf of or in connection with any organisation.

## SECTION 2 EMPLOYERS' LIABILITY INSURANCE

### COVER

#### 1. Bodily Injury

The Insurers will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in connection with the Business and caused during the Period of insurance within:

- (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf;
- (b) elsewhere in the world where any Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business.

#### 2. Claimants' Costs and Expenses

The Insurers will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover.

#### 3. Defence Costs and Expenses

The Insurers will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all:

- (a) costs of legal representation reasonably incurred with the Insurers' written consent at any:
  - (i) coroner's inquest or other inquiry in respect of any death;
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence;
- (b) other costs and expenses reasonably incurred with the Insurers' written consent in relation to any matter;

which may be the subject of indemnity under clause 1 of the Cover.

#### **4. Health and Safety at Work Act Prosecution Defence Costs**

The Insurers will indemnify the Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Insurers' written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar UK health and safety legislation and regulations committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided that:

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
- (b) the proceedings relate to the health-safety or welfare of any Employee;
- (c) the indemnity will not apply to:
  - (i) proceedings consequent upon any deliberate act or omission;
  - (ii) fines or penalties of any kind;
  - (iii) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance.

#### **5. Unsatisfied Court Judgements**

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or person operating from or resident in premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 (six) months after the date of judgement then at the request of the Insured the Insurers will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that:

- (a) there is no appeal outstanding;
- (b) if any payment is made by the Insurers the Employee or the said legal personal representatives shall assign the judgement to the Insurers;
- (c) all reasonable steps necessary to protect the ability to recover. from the party against whom the judgement was obtained have been taken.

## **6. Compensation for Court Attendance**

Where at the request of the Insurers or their representatives any of the under-mentioned persons attend a court or tribunal or other forum as 'a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required:

- (a) any principal partner or director of the Insured                      GBP 500.00
- (b) any other Employee    GBP 200.00

## **7. Indemnity to Principal**

If the Insured so requests the Insurers will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that:

- (a) said principal shall observe, fulfil and be subject to the terms and conditions of this Section in so far as they can apply;
- (b) the Insurers' aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity.

## **8. Private Duties**

The definition of Business extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured.



## **LIMIT OF INDEMNITY**

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2, 3 and 4.

## **CONDITION**

### **Claims (Right of Recovery)**

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but the Insured shall repay to the Insurers all sums paid by the Insurers which they would not have been liable to pay but for the provision of such law.

## **EXCLUSIONS**

The Insurers shall not be liable to indemnify the Insured in respect of:

1. any amount payable under workmen's compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990;
2. any claim arising directly or indirectly out of Offshore Work;
3. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.
4. any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
5. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - (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 properties of any explosive nuclear assembly or nuclear component thereof.

This Exclusion shall apply only where such legal liability is:

- (i) that of any principal;
  - (ii) accepted under agreement and would not have attached in the absence of such agreement.
6. liability directly or indirectly caused by or contributed to, by or arising from the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre.
  7. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.
  8. any benefit under this policy 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.
  9. any loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## SECTION 2 EMPLOYERS' LIABILITY

### SCHEDULE

**Policy No:** MPEND025A119

**The Insured:** The Committee for the time being of The British Horse Society and/or the British Horse Society Trading Company Limited and/or Equestrian Qualifications (GB) Limited and/or The Committee for the time being of any Riding Club or Premium Equestrian Access Group affiliated to the British Horse Society for their respective rights and interests.

**Address:** Abbey Park, Stareton, Kenilworth, Warwickshire, CV8 2XZ.

**Business:** National registered equine charity, promoters of equestrian events and all related activities.

**Period of Insurance:** **From:** 1st January 2019  
**To:** 31st December 2019  
  
both days inclusive Local Standard Time at the Insured's Address.

**Limit of Indemnity:** GBP 10,000,000 but limited to GBP 5,000,000 in respect of Terrorism.

**Date of signature:** 01<sup>st</sup> January 2019

## **SECTION 3 COMBINED PUBLIC LIABILITY**

### **Insuring Clauses**

The Insurers will indemnify the Insured in the terms of this Insurance against:

- A.** their liability at law for damages and claimant's costs and expenses in respect of:-
- (i) Injury to any person;
  - (ii) Damage to Property;
  - (iii) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance;
- occurring during the Period of Insurance;

and caused in connection with the Business within the Territorial Limits

### **Indemnity to Other Persons**

The Insurers will also indemnify in the terms of this Insurance:-

1. (i) any Officials, Secretariat or Employees who are either paid by the Insured or who are duly elected or appointed in accordance with the constitution or other governing rules of the Insured to hold any office on behalf of the Insured;
- (ii) any Committee, Sub-Committee, Working Parties or similar sub-group of the Insured;
- (iii) any other person nominated to act on behalf of the Insured in an official capacity;
- (iv) volunteers acting on behalf of the Insured or Organising body at any event held under the auspices of the Insured;
- (v) any officer or member of the Insured's social, sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such;
- (vi) any land or venue owner, firm or authority (including local, county or Government authority, Minister or Ministry) where permission is necessary for the holding of the Insured's activities;

(vii) any participant in any event in respect of Injury or Damage caused to another participant in any event organised by the Insured;

(viii) The Royal International Horse Show at Hickstead;

Provided that such other persons are not entitled to Indemnity under any other policy;

2. the legal representatives of any person claiming indemnity under this Insurance in the event of his/her death and in respect of liability incurred by such person.

## **Indemnity to Principal**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Insurers will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

## **Cross Liabilities**

The Insurers will indemnify each Insured to whom this Insurance applies in the same manner and to the same extent as if a separate Insurance had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

## **Limit of Indemnity**

The liability of the Insurers for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

## **Costs and Expenses**

The Insurers will pay all other costs and expenses incurred with their written consent:-

- (a) in addition to the Limit of Indemnity in respect of claims made against the Insured elsewhere than in the United States of America and/or Canada;
- (b) in diminution of the Limit of Indemnity in respect of claims made against the Insured in the United States of America and/or Canada.

## **EXTENSIONS TO INSURING CLAUSE A**

Unless otherwise stated the following Extensions are subject always to the Terms, Conditions and Exceptions contained in this Insurance.

### **I. Defective Premises Act 1972**

In respect of premises domiciled in the United Kingdom the indemnity provided by this Insurance shall extend to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the Insured in connection with the Business but the Insurers shall not be liable in respect of:-

- (i) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability;
- (ii) any Damage to such premises.

## **II. Leased and Rented Premises**

Exception 4(a) of this Insurance shall not apply to Damage to premises leased or rented to the Insured

Provided always that the Insurers shall not be liable in respect of:-

- (a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement;
- (b) the first GBP 500 (or local equivalent) of Damage caused otherwise than by fire or explosion.

## **III. Motor Vehicles**

Provided the Insured is not more specifically insured the Insurers will indemnify the Insured in the terms of this insurance in respect of legal liability for Injury or Damage:-

1. caused by any motor vehicle which is owned by or in possession of or being used by or on behalf of the Insured:-
  - (a) which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation;
  - (b) whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation;
2. happening during the act of loading or unloading of a motor vehicle.

## **IV. Motor Contingent Liability**

The Insurers will indemnify the Insured in the terms of this Insurance in respect of legal liability for injury or Damage arising out of the use of any motor vehicle not the property of or provided by the Insured being used in the course of the Business.

Provided that the Insurers shall not be liable in respect of:-

- (a) liability arising when such motor vehicle is being driven:
  - (i) by the Insured;

- (ii) with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence;

(b) damage to any such motor vehicle.

## V. Products

The Insurers will indemnify the Insured against liability at law for damages in respect of Injury or Damage occurring anywhere in the World during the Period of insurance and caused by any goods (including containers thereof) sold, supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through the Insured in connection with the Business from or in the Territorial Limits.

Provided that:-

1. the Insurers shall not be liable to indemnify the Insured in respect of:
  - (a) (i) the cost of making good repairing or replacing any goods or parts thereof;
  - (ii) damage to any goods or parts thereof caused by any defect therein or the unsuitability thereof to fulfil its intended purpose;
  - (iii) the costs of recall or removal of any goods or parts thereof necessitated by any defect therein or the unsuitability thereof to fulfil its intended purpose;
- (b) liability assumed or retained by the Insured by a contract or agreement unless such liability attached solely by virtue of a condition or warranty of goods implied by law or would have attached in the absence of the contract or agreement;
- (c) Injury or Damage caused by or arising from:
  - (i) the design, formula or specification of any goods or parts thereof or in the advice or information provided by or on behalf of the Insured on the nature or use of such goods or parts thereof;
  - (ii) any goods known by the Insured to be for:
    - (a) use in or on aircraft hovercraft or waterborne craft or for aviation purposes;



- (b) use in or supply to the United States of America or Canada.

- 2. The liability of the Insurers under this Extension for damages payable shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance.

For the purposes of this Extension Exception 1 shall not apply.

#### **VI. Car Parks**

The Insurers will indemnify the Insured in respect of Damage to any motor vehicle or any contents of or accessory on such motor vehicle

Provided always that:-

- (a) such motor vehicle or its content or accessory is not owned by or hired by or on behalf of or lent to the Insured;
- (b) this Extension shall not apply to Damage to any motor vehicle or any contents of or accessory on such motor vehicle caused by or arising from or in connection with the moving of any motor vehicle by the Insured or any Employee of the Insured.

#### **VII. Cloakrooms**

The Insurers will indemnify the Insured in respect of Damage to Property deposited in any cloakroom owned or operated by the Insured.

Provided that:-

- (a) such property is not owned, hired or borrowed by the Insured;
- (b) an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended;
- (c) a disclaimer notice is prominently displayed in or adjacent to the cloakroom.

#### **VIII. Health and Safety at Work etc Act 1974**

The Insurers will indemnify the Insured against:-

- (i) costs and expenses incurred with the written consent of the Insurers;
- (ii) costs and expenses awarded against the Insured or director or Employee of the Insured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring

during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, the circumstances of which may be the subject of indemnity under this Insurance.

Provided always that the Insurers shall not be liable:

- (a) for the payment of any fine or penalty;
- (b) where the prosecution results from a deliberate management decision act or omission.

**IX.** Cover afforded by this Section is extended to include the Insured's legal liability, as defined herein, arising out of toll rides at the following locations:

- (a) Mourne Country Park Limited, 252 Head Road, Annalong, BT344RL;
- (b) Grey Abbey Estate, Greyabbey, Co. Down, Northern Ireland.

**X. Public relations crisis management**

In the event of any incident occurring during the period of insurance which results or could result in adverse publicity we will pay the reasonable costs necessarily incurred by you with our prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to your reputation. Provided that:

- (a) the incident in our opinion could result in a claim under this section of the policy
- (b) you take all reasonable measures to avoid or mitigate adverse publicity

Limit

The maximum amount we will pay under this extension is £25,000 any one incident and in any one period of insurance.

## **EXCLUSIONS TO INSURING CLAUSES A**

The Insurers shall not provide indemnity in respect of:-

### **1. Contractual Liability**

liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract of agreement unless the sole conduct and control of claims is vested in the Insurers.

### **2. Fines, Liquidated Damages, Penalties**

liability for fines, liquidated damages or amounts under any penalty clause.

### **3. Employees**

liability to any Employee in respect of Injury arising out of and in the course of his employment by the Insured.

### **4. Custody or Control**

Damage to:-

- (a) Property belonging to the Insured or in the custody or under the control of the Insured or of any Employee, (other than Property belonging to visitors, directors, trustees, committee members, or partners of the Insured);
- (b) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage results from such work.

### **5. Deliberate Acts**

liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

### **6. Craft and Vehicles**

liability arising out of the ownership, possession or use by or on behalf of the Insured or caused by any:-

- (a) craft designed to travel in or through air, space or water (other than hand propelled watercraft or rescue craft);
- (b) mechanically propelled vehicles;

for which no specific indemnity is provided by Extensions III or IV.

## **7. War**

any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## **8. Radioactivity**

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

- (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 properties of any explosive nuclear assembly or nuclear component thereof.

## **9 Gradual Environmental Impairment**

(a) any liability for or consequent upon:-

- (i) Injury or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants;
- (ii) the cost of removing, nullifying or cleaning up Pollutants;
- (iii) fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants;

occurring within the Territorial Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing this Insurance shall cover liability otherwise excluded under paragraphs (a) and (b) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Insurance provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Insurance to have occurred at the time such incident takes place.

The liability of the Insurers for all damages payable in respect of all discharges, dispersals, release or escape of Pollutants which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

- (b) any liability for or consequent upon:-
- (i) Injury or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants;
  - (ii) the cost of removing, nullifying or cleaning up Pollutants;
  - (iii) fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants;

occurring within the United States of America and/or Canada or any territory within the jurisdiction thereof.

#### **10. Punitive or Exemplary Damages**

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

#### **11. Offshore**

liability arising Offshore.

#### **12. Terrorism**

Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft.)

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

#### **13. Asbestos**

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## **14. Sanctions**

We will not provide any benefit under this policy 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.

## **15. Cyber**

This policy does not apply to or include legal liability:  
For loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### SECTION 3 COMBINED PUBLIC LIABILITY SCHEDULE

**Policy No:** MPEND025A119

**The Insured:** The Committee for the time being of The British Horse Society and/or the British Horse Society Trading Company Limited and/or Equestrian Qualifications Limited (EQL) and/or The Committee for the time being of any Riding Club or Premium Equestrian Access Group affiliated to the British Horse Society for their respective rights and interests.

**Address:** Abbey Park, Stareton, Kenilworth, Warwickshire, CV8 2XZ.

**Business:** National registered equine charity, promoters of equestrian events and all related activities.

**Period of Insurance:** **From:** 1st January 2019  
**To:** 31st December 2019  
  
both days inclusive Local Standard Time at the Insured's Address.

**Limit of Indemnity:** **Insuring Clause A**  
GBP 5,000,000 in respect of any one Occurrence but in all in respect of Products Liability;

**Territorial Limits:** Anywhere in the world.

**Date of signature:** 01<sup>st</sup> January 2019

## **CONDITIONS (applicable to Sections 2 Employers' Liability and 3 Combined Public Liability)**

### **1. Interpretation**

The Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Contract of Insurance or of the Schedule shall bear such meaning wherever it may appear.

### **2. Observance of Terms**

The liability of the Insurers will be conditional upon any person claiming indemnity under this Contract of Insurance complying with its terms. The truth of the statements and answers in the proposal and all information given to The International Insurance Company of Hannover Ltd. about the risk shall be conditions precedent to any liability of the Insurers to make any payment under this Contract of Insurance.

### **3. Reasonable Precautions**

1. The Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Insurance and to comply with all statutory and other obligations and regulations imposed by any authority.
2. It is warranted the Insured shall keep adequate first aid/medical facilities available for use at all times.

### **4. Increase in Risk**

This Insurance shall be void and all premiums paid therein forfeited to the Insurers if the risk be materially increased without the assent of the Insurers being signified by endorsement hereon.

### **5. Claims**

In the event of a claim or possible claim under this Insurance:-

- (a) the Insured and/or person claiming to be indemnified shall:
  - (i) notify South Essex Insurance Brokers Limited, BHS Equine, C/O Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ telephone no. 0345 8734907 giving full particulars of the Occurrence as soon as possible giving full particulars of the occurrence;



- (ii) notify South Essex Insurance Brokers Limited, BHS Equine, C/O Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ, in writing immediately upon having knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Contract of Insurance;
  - (iii) forward to South Essex Insurance Brokers Limited, BHS Equine, C/O Markel International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ telephone, immediately on receipt every letter, claim, writ, summons or process;
  - (iv) give all such information and assistance as the Insurer or their Agent may require;
- (b) the Insurers shall be entitled:
- (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Insurer;
  - (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified but for the Insurers' benefit any claim for damages or indemnity.

## **6. Non-Contribution**

If at the time any claim arises under this insurance there is or but for the existence of this insurance there would be any other insurance covering the same liability the Insurers shall not be liable under this Contract of Insurance except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this of Insurance not been effected.

## **7. Cancellation**

The Insurers may cancel this Insurance by giving thirty days' notice by recorded delivery letter to the Insured at his last known address. The Insurers shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance subject to the retention by the Insurers of any Minimum Premium under this Insurance or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.

## **8. Discharge of Liability**

The Insurers may at any time pay to the Insured the amount of the Limit of indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the Insurers shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with their written consent in respect of matters prior to the date of such payment.

## **9. Disputes Clause**

Any dispute between the Insurers and the Insured concerning this Contract of insurance, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein shall be decided in accordance with English Law and the Courts thereof shall have exclusive jurisdiction in any dispute to which jurisdiction the parties thereby submit.

The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

## **10. Interlocking**

Subject otherwise to the terms, conditions and limitations of this Insurance, if a loss or series of losses arising out of the same event involves this insurance and the Master Insurance number MPEND025A118 issued in the name of the British Horse Society, providing Liability coverage for certain members of the British Horse Society

- (a) The limit of liability of Insurers in respect of all such loss combined shall not exceed GBP 5,000,000
- (b) For the purpose of loss adjustment, if any deductible or excess applies, the applicable deductible or excess shall apply as if only one insurance applied to the entire loss combined arising from the same event.

If the deductible(s) or excess(es) on each insurance are not identical, the largest amounts applicable to one Insurance will apply to the entire loss combined arising from the same event.

## **11. Jurisdiction**

Any indemnity provided by this Policy in respect of legal liability to provide compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Insured has requested that there be no limitation and has accepted the terms of the North American Jurisdiction extension clause which may form part of this Section of the policy and agreed to pay additional premium required by the Insurers.

## **12. Several Liability**

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

### **Exclusion - Fungus, Mould and Mildew**

#### **Public and Products Liability**

The Underwriters shall not indemnify the Insured under this Section against

1. Damages, direct or consequential, on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

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

For purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

## Public and Products Liability

### Exception

The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

## **ASBESTOS CLAUSE**

### Employers' Liability

Underwriters will not indemnify the Insured in respect of any liability arising under this section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of Underwriters that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

### Public Liability

Underwriters will not indemnify the Insured in respect of any liability arising from 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.

## **TERRORISM CLAUSE**

### Terrorism -Public and Products Liability

#### Exception

The Underwriters will not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

#### Definition

Terrorism shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy  
and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

### Terrorism - Employers' Liability

#### Exception

The Underwriters will not indemnify the Insured in respect of any liability arising under this section arising out of Terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of employees, in which case a sub-limit of GBP5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Insured.

## Definition

Terrorism shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

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

## **THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION CLAUSE**

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

**LONG TERM AGREEMENT ENDORSEMENT**  
**(applicable to all Sections)**

In consideration of the Underwriters agreeing to allow an annual premium discount of 10.00% for a 3 year agreement on this insurance, the Master Policy Holder hereby undertake to offer renewal of this insurance annually during the period from 1st January 2018 00.01 GMT to 31st December 2020 at 00.00 GMT on the terms, premium, rate and conditions in force at the expiry of each Period of Insurance and to pay the premium hereon annually.

This Long Term Agreement is subject to:

- (a) Incurred Net Loss Ratio not exceeding 60% for any one Period of Insurance to which this Agreement relates.
- (b) no material alteration to the risk other than alterations agreed in writing by the Underwriters and the resulting additional terms, premium rates and conditions imposed by the Underwriters being accepted by the Master Policy Holder.
- (c) no change in legal requirements which would oblige the Underwriters to amend the terms, premium rates or conditions of this -- insurance.
- (d) the Broker for the period of this Long Term Agreement remains South Essex Insurance Brokers Limited.

For the purposes of this Long Term Agreement "Incurred Loss Ratio" shall mean the total of all claims (which shall include actual claims payments including all medical, legal and other charges and reserves made by the Underwriters for outstanding claims and/or circumstances) divided by the total adjusted premiums (net of Insurance Premium Tax) paid and payable for the applicable Period of Insurance.

Nothing contained in this Long Term Agreement shall prejudice the right of the Underwriters to cancel this insurance in accordance with any cancellation condition which may be included herein.

Notwithstanding anything contained herein to the contrary it is understood that the Underwriters shall be under no obligation to accept an offer made in accordance with this-Long Term Agreement.



By signing the Long term Agreement the Master Policy Holder confirms they understand that, in doing so, they have entering into a legally binding contract with the Underwriters. The Master Policy Holder should note that any refusal by the Master Policy Holder to offer annually to Underwriters renewal of this insurance for the period of time for which this Long Term Agreement is in force will put them in breach of these contractual obligations to the Underwriters who will accordingly be entitled to secure damages from the Master Policy Holder to the extent detailed below.

In the event of the Master Policy Holder refusing to offer renewal of the Policy at:-

(a) the first anniversary of this Long term Agreement, Underwriters will be entitled to secure from the Master Policy Holder:-

(1) the repayment of the discount in premium that was awarded to the Master Policy Holder on the first year's premium at the inception of this Long Term Agreement as specified in the Policy and

(2) payment of the insurance premiums which would have been payable to the Underwriters in respect of the subsequent years of the period of this Long Term Agreement. Such premiums will be gross of the percentage discount awarded to the Master Policy Holder on the first year's premium at the inception of this Long Term Agreement as specified in the Policy.

(b) the second anniversary of this Long Term Agreement, Underwriters will be entitled to secure from the Master Policy Holder:-

(1) the repayment of the discount in premium that was awarded to the Master Policy Holder on the first and second year's premiums at the inception of this Long Term Agreement as specified in the Policy and any renewal or replacement thereof and

(2) payment of the insurance premium which would have been payable to the Underwriters in respect of the third year of the period of this Long Term Agreement. Such premium will be gross of the percentage discount awarded to the Master Policy Holder on the second year's premium Agreement as specified in the applicable renewal or replacement Policy.

For the purposes of this Long Term Agreement "Anniversary" shall mean the expiry of each continuous twelve month Period of Insurance

## Further Information

### Data Protection

#### **PEN UNDERWRITING LIMITED**

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

#### **SEIB INSURANCE BROKERS LIMITED**

##### DATA PRIVACY NOTICE

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

The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk) SEIB 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 and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

##### SPECIAL CATEGORIES OF DATA

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled.

Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their 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.

##### FRAUD PREVENTION

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

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

## 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's Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Officer.

## COMPLAINTS

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited Complaints 7th Floor Spectrum Building

55 Blythswood Street Glasgow G2 7AT

Telephone: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Financial Services Compensation Scheme**

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from FSCS.

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to:

Financial Services Compensation Scheme,  
7th Floor Lloyds Chambers,  
Portsoken Street,  
London, E1 8BN.

**INSURER DETAILS:**

Markel International Insurance Company Limited  
Registered in England number 966670  
Registered Address: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.