



MASTER POLICY OF MEMBERS PUBLIC LIABILITY

issued to:

BRITISH HORSE SOCIETY

to cover:

Members of the above and Others as provided for herein joining or renewing
in 2018

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

Policy No:	MPEND025A118
Insured:	As more fully defined in the individual Insurance Section Schedules attached.
Business:	As more fully defined in the individual Insurance Section Schedules attached.
Address:	As more fully defined in the individual Insurance Section Schedules attached.
Period of Insurance:	As more fully defined in the individual Insurance Section Schedules attached.
Limit of Indemnity:	As more fully defined in the individual Insurance Section Schedules attached.
Territorial Limits:	As more fully defined in the individual Insurance Section Schedules attached.
Sections:	1 - Members Public Liability Insurance as defined in the attached wording and Schedule.
Date of signature:	01 st January 2018

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 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);
 - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, the Republic of Ireland 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 the Republic of Ireland;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 a 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 South Essex Insurance Brokers Limited;
 - (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: MPEND025A118

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)