



# COMBINED LIABILITY INSURANCE

Policy Wording

## EFFECTED THROUGH

Howden UK Group Ltd  
16 Eastcheap  
London  
EC3M 1BD

## COMBINED LIABILITY INSURANCE

---

### Effected through:

Howden

16 Eastcheap  
London  
EC3M 1BD

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by:

### DTW 1991 Underwriting Limited

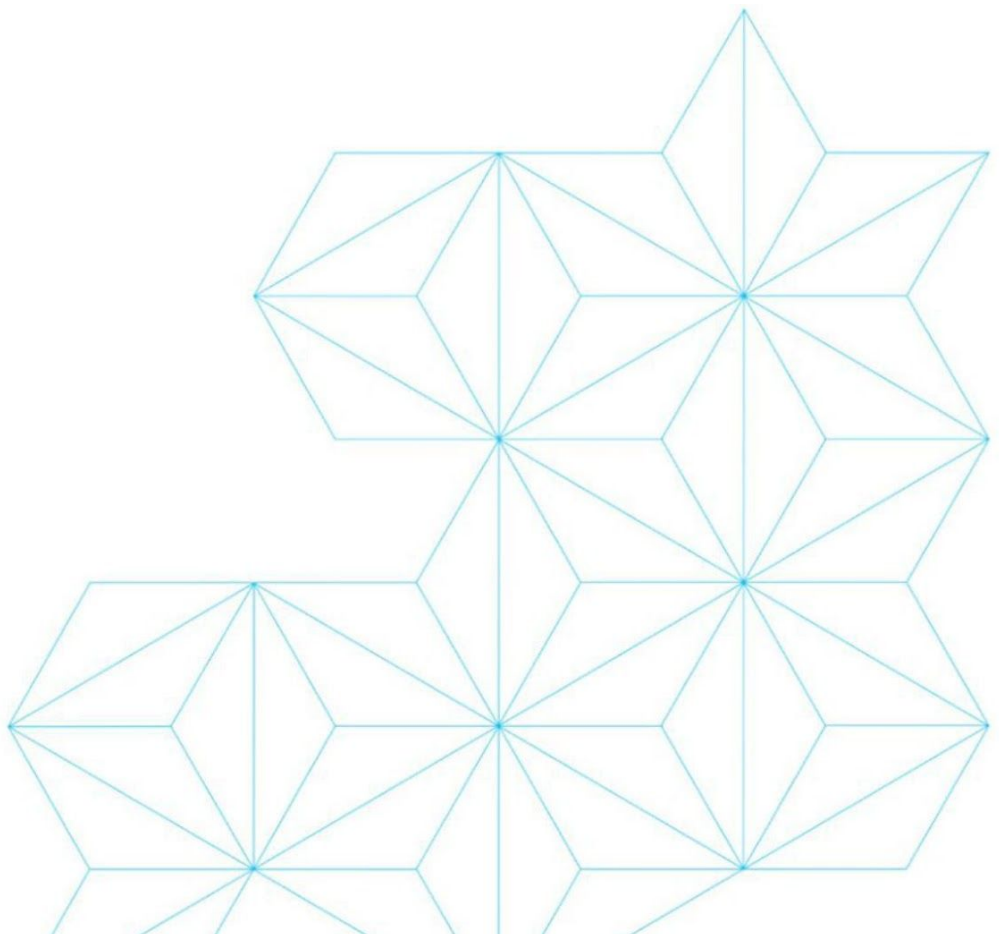
on behalf of Insurers whose identity is stated herein and whose proportion of liability will be detailed on request

(herein referred to as the Underwriters) and in consideration of the premium specified herein, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

In witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by:



**Catherine Morgan**





# COMBINED LIABILITY INSURANCE

Do not wait until you have a claim before you read and understand this Policy – please read it now and keep it in a safe place. In particular make sure that:

- Σ All the details shown in the Schedule are correct (let your Insurance Broker know immediately if any changes are necessary).
- Σ You have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- Σ You understand the notes on how to make a claim as stated in General Conditions and your duties in respect of Ministry of Justice Portal Claims as outlined in this guide below.
- Σ You understand the notes and how to make a complaint as stated in the Complaints Section.

If you have any queries about the Policy do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker

## Important

This Policy has been issued to you based on the information supplied about yourself your tenants your Business and your Property in the Statement of Fact and other material information declared which forms the basis of the Contract between yourself and the Insurers. It is therefore very important that you let your Insurance Broker know immediately of any changes that affect the information you have disclosed to us

For example in respect of legal liability exposures any material alterations such as changes in your Business/trade that affects the information you have disclosed to us

Whereas in respect of Property and material damage exposures examples may include if you move Property or if the Property is to be unoccupied or if anything happens to change the use the nature or the value of the Property insured. Remember that these insurances are subject to average which means that if you are or become underinsured you may only be paid a proportion of any claim that you might make.

**In the event of a general enquiry or query relating to your Policy you the Insured should in the first instance contact your Insurance Broker or your intermediary who arranged this insurance or contact Windsor Equine at the address below:**

Howden

16 Eastcheap  
London  
EC3M 1BD

Phone No: 020 7133 1300

Email: [info.equine@howdengroup.com](mailto:info.equine@howdengroup.com)

**In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:**

Woodgate and Clark Limited  
The Red House  
West Malling  
Kent

ME19 6QT

Tel: 01732 848077

Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

## Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may

give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

**Here is what to do if YOU receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative**

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your **INSURER**

---

## COMBINED LIABILITY INSURANCE

---

is Lloyd's Syndicate DTW1991 and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Woodgate and Clark remembering to quote your Policy number and name as shown on the Schedule. Please note YOUR failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of your Employees which includes:

- Σ Workplace risk assessments.
- Σ Full and effective training.
- Σ Provision of appropriate personal protective equipment (PPE).
- Σ Communication of health and safety procedures.

It is understood by the Insured that any information provided to the Insurer(s) regarding the **Insured** will be processed by the Insurer(s) in compliance with the provisions of the **Data Protection Act 1998**.

We will use your information to manage your insurance Policy including underwriting and claims handling. This may include disclosing it to other Insurer(s) third party supplier's loss adjusters and reinsurers (the Group) or Governmental bodies. Your information includes data about your transactions. We may use and share your information with other members of the Group or Governmental bodies to help us and them:

- Σ assess financial and insurance risks.
- Σ recover debt.
- Σ prevent and detect crime.
- Σ develop services and systems.

We do not disclose your information to anyone outside the Group except:

- Σ where we have your permission or;
- Σ where we are required or permitted to do so by Law or;
- Σ to other companies who provide a service to us or you or;
- Σ where we may transfer rights and obligations under this agreement;

### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your Policy documents.

### **Credit Reference Agencies**

Your information may be linked to and your application assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association.

### **Guidance Notes in Relation to Collection of Excess**

Please note that payment of the Excess is a condition precedent and therefore in the event the Excess is not paid when requested the Insurer(s) will not pay the claim under this Policy and the Insured will have to pay any claims in full and may be liable to repay any costs incurred by the Insurer(s) up to the time of failure to pay the Excess.

The Insured will be asked to pay the excess:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements in [Insert Policy Reference], the Excess will not be called for unless or until liability has been admitted or costs Defence Costs are incurred with the other than the Insurer(s) own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the Insured will be asked for the Excess as soon as the claim has been lodged and indemnity confirmed.

Please note: No Excess will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to Insurer(s) refusing to pay the claim.

---

# COMBINED LIABILITY INSURANCE

---

## Employers' Liability Tracing Office – Notice to Policyholders

This Notice does not form part of your contract of insurance and is for information purposes only

Certain information relating to your insurance Policy including without limitation the Policy number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"):

1. to identify which Insurer (or Insurer(s)) was (or were) providing employers' liability cover during the relevant periods of employment and;
2. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives Insurer(s) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

**By entering into this insurance Policy you will be deemed to specifically consent to the use of your insurance Policy data in this way and for these purposes.**

## Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering when for example:

- Σ checking applications for and managing credit and other facilities and recovering debt
- Σ checking insurance proposals and claims
- Σ checking details of job applicants and Employees

This is to Certify that in accordance with the authorisation granted under Contract to Windsor Equine to operate a binding authority underwriting agreement and to act on behalf of Insurers whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said Insurers are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

## Statutory Status Disclosure

DTW 1991 Underwriting Limited is an appointed representative of Syndicate 1991 at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority





# COMBINED LIABILITY INSURANCE

## SCHEDULE OF INSURANCE - Miscellaneous

<b>Policy Number:</b>	D18P5199	<b>Agreement No:</b>	SCO002WEQ2017
		<b>Agreement UMR:</b>	B6991SCO2017S01

**Proposal form dated:** No proposal form provided

**Assured:** British Horseball Association

**Address:** 67 Clifford Road

Barnet  
Herts  
EN5 5NZ

**Business:** The British Horseball Association Ltd and the Members and Affiliated Clubs thereof

**Period of insurance:**

<b>From</b>	27th August 2018 at 00.01 GMT
<b>To</b>	27th August 2019 at 00.00 GMT

**Premium:** and any subsequent period for which renewal of this insurance is agreed

£ 6,918.00 including £ 738.00 Insurance Premium Tax and  
£ 30.00 Administration Fee

### Section 1.

Employers' Liability:

### Section 2.

Public Liability:

### Section 3.

Products Liability:

### Employees

Number of volunteers

any one occurrence or series of occurrences arising from one event and unlimited in the aggregate in the Period of Insurance.

£ 10,000,000

### Horses

Number of supporters  
Number of coaches

any one occurrence or series of occurrences arising from one event and unlimited in the aggregate in the Period of Insurance.

Number of members

£ 10,000,000

Number of events Number of teams

any one occurrence and in all in the Period of Insurance.

40  
20

200  
12

9 (clerical only)

25


# COMBINED LIABILITY INSURANCE

---

## Endorsements

### PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 30th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01

LSW3000

### Landowners Indemnity

The Underwriters will subject otherwise to the terms, Exclusions, Condition and Endorsements hereof indemnify under Section 2 in like manner to the Assured, any landowner or occupier on whose land equestrian activities are held or over whose land such activities pass or are accessed by for Liability, as herein defined, arising out of such events or activities only. Condition 5 shall not apply in respect of landowners or occupiers provided for under this Extension.

### Termination of Membership

Termination of membership of The British Horseball Association from any cause will terminate cover under the insurance with effect from the same date.

### Condition Precedent To Liability

It is a condition precedent to Underwriters liability hereunder that hard hats are worn whilst riding unless different headwear is specified in the rules of The British Horseball Association

### Player to Player Exclusion

No indemnity shall be provided by this policy in respect of any legal liability that may be incurred by any player in respect of injury to any other player while training, practising or playing

Subject otherwise to all the terms, conditions and limitations of this Insurance.



## COMBINED LIABILITY INSURANCE

1. "Assured" shall mean:

- (a) the first named party in the Schedule
- (b) any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

(c) at the request of the Assured:

(i) any director or Employee of the Assured while acting on behalf of or in the course of his employment or engagement by the Assured in respect of liability for which the Assured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Assured.

(ii) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.

(iii) any director, partner or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.

(iv) any volunteer whilst acting for or on behalf of the Assured in the course of the Business only including whilst travelling directly from the said person's private dwelling to the site of the activity at which they are assisting the Assured and return transit thereafter.

(d) in the event of the death of the Assured the personal representatives of the Assured in respect of liability incurred by the Assured

Provided that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this Insurance as far as they can apply

2) Insurers shall mean: Syndicate

DTW1991 at Lloyd's

3) "Business" shall mean the description shown in the Schedule and:

- (i) the ownership (including maintenance) of premises
- (ii) the provision and management of canteen, social, sports and welfare organisations for the Assured's Employees
- (iii) the provision and management of first aid, fire and ambulance services
- (iv) private work carried out with the consent of the Assured for any director, partner or senior official of the Assured by any Employee of the Assured

and no other for the purposes of this Insurance.

4) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.

5) "Property" shall mean material property.

- 6) "Employee" shall mean:
- (a) any person under a contract of service or apprenticeship with the Assured or any person paid "in-kind"
  - (b) (i) any labour master or labour only sub-contractor or person supplied by any of them
-

## COMBINED LIABILITY INSURANCE

---

- (ii) any self-employed person
- (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured
- (iv) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
- (v) any casual labourer

whilst engaged in working for the Assured in connection with the Business.

- 7) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Assured in the course of the Business.
- 8) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
  - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 9) "Horse" shall mean any horse, donkey, mule, ass, jennet, dog, cattle or sheep used in connection with the Business.
- 10) "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:
- (i) is designed to or does:
    - (a) intimidate or influence a de jure or de facto government or the public or a section of the public, or
    - (b) disrupt any segment of the economy

and

- (ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

### Insuring Clauses

In consideration of:

- (a) the Assured having paid or agreed to pay the premium set forth in the Schedule and
- (b) on the basis that any information provided in connection with any written proposal form made to the Underwriters bearing the date set forth in the Schedule shall be incorporated into the contract

the Underwriters agree, subject to the terms, Exclusions, Conditions and Endorsements set forth herein to indemnify the Assured against:

- A. in respect of Section 1 only, Employers' Liability (if specified in the Schedule as "Included")
- (i) all sums which the Assured shall become legally liable to pay as damages in respect of Bodily Injury, as defined, which arises in connection with the Business.
  - (ii) claimant's costs and expenses in respect of Bodily Injury, as defined, which arises in connection with the Business.





## COMBINED LIABILITY INSURANCE

- (iii) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under this Insurance.
- (iv) the payment of the solicitor's fees incurred with the Underwriters' written consent for representation of the Assured at:
  - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
  - (b) proceedings 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.

- (v) (a) costs and expenses incurred with the written consent of the Underwriters
- (b) costs and expenses awarded against the Assured or any director or Employee of the Assured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Insurance set forth in the Schedule and where the circumstances of the alleged offence may be the subject of indemnity under this Insurance.

Provided always that the Underwriters shall not be liable:

- (1) for the payment of any fine or penalty.
- (2) where the prosecution results from a deliberate Management decision, act or omission.

up to but not exceeding the Limit of Indemnity set forth in the Schedule.

B. in respect of Section 2 - Public Liability and Section 3 - Products Liability (if specified in the Schedule as "Included") and subject to the Limits of Indemnity specified in the Schedule:

- (i) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Schedule and, in addition to the aforementioned Limit(s) of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in any Section to which this Insurance applies and which arises in connection with the Business.
- (ii) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under this Insurance.
- (iii) the payment of the solicitor's fees incurred with the Underwriters' written consent for representation of the Assured at:
  - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
  - (b) proceedings 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.

- (iv) (a) costs and expenses incurred with the written consent of the Underwriters
- (b) costs and expenses awarded against the Assured or any director or Employee of the Assured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Insurance set forth in the Schedule and where the circumstances of the alleged offence

may be the subject of indemnity under this Insurance.

Provided always that the Underwriters shall not be liable:

- (1) for the payment of any fine or penalty.



## COMBINED LIABILITY INSURANCE

- (2) where the prosecution results from a deliberate Management decision, act or omission.

The Indemnity provided by this Insurance shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Economic Community and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

The Assured is indemnified by this Section in accordance with the Insuring Clauses for Bodily Injury sustained by any Employee of the Assured arising out of and in the course of his employment or engagement by the Assured and caused during the Period of Insurance set forth in the Schedule:

- a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.
- b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception shall not apply where the business is incorporated as a limited company.

Underwriters will not indemnify the Assured 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 GBP 5,000,000 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 Assured do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

The Underwriters will not indemnify the Assured 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 GBP 5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Assured.

The indemnity provided under 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, the Island of Jersey, the Island of Guernsey, the Island of Alderney and offshore installations in territorial waters around Great Britain and its continental shelf but the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

### Limit of Indemnity

The liability of the Underwriters for all damages, costs, fees and expenses payable by the Assured under this Section to any one claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 1.

### Extensions (Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section 1).

- 1) Unsatisfied Courts Judgement.

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within the European Economic Community by any Employee or the personal representatives of any Employee in respect of Bodily Injury

arising out of and in the course of his employment or engagement by the Assured which remains unsatisfied in whole or in part six months after the date of such judgement, at the request of the Assured the Underwriters will pay to the

---

## COMBINED LIABILITY INSURANCE

Employee or the personal representatives of the Employee the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (i) there is no appeal outstanding.
- (ii) the judgement relates to Bodily Injury which would otherwise be covered by Section 1 of this Insurance.
- (iii) any payment made by the Underwriters shall be only in respect of liability for which the Assured would have been entitled to indemnity under section 1 of this Insurance if the judgement had been made against the Assured.
- (iv) the Underwriters shall be entitled to take over and prosecute for their own benefit any claim against any other person and the Assured, the Employee or the personal representatives of the Employee shall give all information and assistance required.

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water happening during the Period of Insurance set forth in the Schedule:
  - a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
  - b) elsewhere in the World arising out of temporary Business visits by directors or Employees ordinarily resident in any of the countries specified in (a) above.

### Exclusions

The Underwriters shall not indemnify the Assured under this Section against liability:

- (a) for loss of or damage to Property belonging to the Assured or in the custody or control of the Assured or of any Employee of the Assured other than:
  - (i) Employees' or Visitors' Property.
  - (ii) any premises including contents not being premises leased or rented to the Assured which are temporarily occupied by the Assured for the purpose of carrying out work in or to such premises.
- (b) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:
  - (i) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Assured is not entitled to indemnity under any other policy.
  - (ii) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- (c) caused by any Products after they have ceased to be in the custody or control of the Assured other than food or drink for consumption on the Assured's premises.

- (d) for Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.
-

## COMBINED LIABILITY INSURANCE

- (e) arising from Pollution.
- (f) for damage to any wall, fence, hedge, gate, land or crops arising out of the ownership or use by the Assured of Horses unless caused by straying or bolting of a Horse.
- (g) for Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- (h) for Bodily 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.
  - (i) for 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
  - (ii) for 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
  - (iii) for or 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.

- (j) 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.
- (k) for any sum specified in the Schedule as the Excess.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by such person or anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

### Limit of Indemnity

The liability of the Underwriters for all damages payable by the Assured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the Schedule.

### Extensions (Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section 2.

- 1) Defective Premises.

The Underwriters will indemnify the Assured under Section 2 against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Assured.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

- 2) Leased or Rented Premises.





## COMBINED LIABILITY INSURANCE

Notwithstanding anything contained in Exclusion 1 to the contrary the Underwriters will indemnify the Assured under Section 2 against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.

Provided that the indemnity shall not apply in respect of liability for:

- (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first GBP 500.- of such loss or damage caused otherwise than by fire or explosion.

### 3) Contingent Liability (Non-Owned Vehicles).

Notwithstanding anything contained in Exclusion (b)(i) to the contrary the Underwriters will indemnify the Assured under Section 2 against liability for loss of or damage to Property or Bodily Injury arising out of the use of any motor vehicle not the property of or provided by the Assured being used in connection with the Business.

Provided always that the Underwriters shall not be liable for:

- (a) loss or damage to any such vehicle.
- (b) Bodily Injury or loss of or damage to Property resulting while such vehicle is being:
  - (i) driven by the Assured.
  - (ii) driven with the general consent of the Assured or of his representatives by any person who to the knowledge of the Assured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iii) used in circumstances in which it is compulsory for the Assured to insure or provide security as a requirement of any road traffic legislation.
  - (iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension the Assured shall be as defined in paragraphs (a) and (b) of Definition 1.

### 4) Forestry Commission and/or Ministry of Defence.

Notwithstanding anything contained in General Exclusion 1 to the contrary Section 2 extends to indemnify the Assured to the extent required under any agreement between the Assured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Assured under the terms of the said agreement.

### 5) Landowners Indemnity.

Section 2 extends to indemnify in like manner to the Assured any landowner on whose land events or other activities organised by the Assured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

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

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property

happening anywhere in the World during the Period of Insurance set forth in the Schedule and caused by any Products.

**Exclusions**

---

## COMBINED LIABILITY INSURANCE

---

The Underwriters shall not indemnify the Assured under this Section against liability:

- (a) caused by any Products in the custody or control of the Assured.
- (b) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- (c) for loss or damage arising from the failure of any Product to fulfil its intended function.
- (d) for Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.
- (e) arising from Pollution.
- (f) for Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- (g) for Bodily 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.
- (h) (i) for 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

- (ii) for 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
- (iii) for or 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.

- (i) 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.
- (j) for any sum specified in the Schedule as the Excess.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by such person or anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

### Limit of Indemnity

The liability of the Underwriters for all damages payable by the Assured under this Section in respect of all claims against the Assured arising out of occurrences happening during the Period of Insurance set forth in the Schedule shall not exceed the amount specified in the Schedule as the Limit of Indemnity for Section 3.



## COMBINED LIABILITY INSURANCE

### 1) Contractual Liability and Indemnity to Principal.

In respect of any Section specified in the Schedule as "Included" the Underwriters will, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the Assured with any third party (hereinafter termed the "Principal") so requires,:

- (a) indemnify the Assured against liability assumed by the Assured
- (b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal

arising out of the performance by the Assured of such contract or agreement.

Provided that:

- (i) the conduct and control of claims is vested in the Underwriters.
- (ii) the Principal shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this Insurance so far as they can apply.
- (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.
- (iv) the indemnity granted under Section 1 shall only apply in respect of liability to any person who is an Employee of the Assured.

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured as though a separate policy had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Insurance set forth in the Schedule in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim is made.

### 2) Cross Liabilities.

If the Assured named in the Schedule comprises more than one party the Underwriters will treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Insurance set forth in the Schedule in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim is made.

### 3) Health and Safety at Work Etc. Act 1974 Defence Costs.

In respect of any Section specified in the Schedule as "Included" the Underwriters will indemnify the Assured against:

- (a) costs and expenses incurred with the written consent of the Underwriters
- (b) costs and expenses awarded against the Assured or any director or Employee of the Assured

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 set forth in the Schedule 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 Underwriters shall not be liable:

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

### 4) Sudden and Accidental Pollution.

In respect of Sections 2 and/or 3 only the Underwriters will indemnify the Assured against liability for Bodily Injury or loss of or damage to Property caused by Pollution which results from:

---

## COMBINED LIABILITY INSURANCE

- (a) a sudden, identifiable, unintended and unexpected incident, and
- (b) such incident takes place in its entirety at a specific and identified time and place during the Period Insurance set forth in the Schedule.

Provided that:

- (i) all Pollution which arises out of any one incident shall be deemed to have happened at the time such incident takes place.
- (ii) the Underwriters shall not indemnify the Assured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.
- (iii) this Extension shall apply only in respect of such Sections 2 or 3 as are specified in the Schedule as "Included".
- (iv) nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Insurance set forth in the Schedule in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

### 5) World Wide Transportation.

In respect of whichever of Sections 2 and 3 that are specified in the Schedule as "Included" and where the Business of the Assured includes activities which involve the transportation of horses or ponies outside the geographical limits set forth herein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Assured in respect of legal liability for Bodily Injury or loss of or damage to Property happening anywhere in the World arising out of such activities only.

### 6) Court Attendance.

In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Assured is entitled to indemnity under this Insurance the Underwriters will provide compensation to the Assured at the following rates per day for each day on which attendance is required.

- |     |  |     |        |
|-----|--|-----|--------|
| (a) | any director or partner of the Assured | GBP | 100.00 |
| (b) | any Employee                           | GBP | 50.00  |

### 7) Corporate Manslaughter Legal Defence Costs Extension.

Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to this Insurance, the indemnity provided under this Insurance is extended to indemnify the Assured and, if the Assured so requests, any person employed or director or partner of the Assured, in respect of legal costs incurred in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance set forth in the Schedule and in the course of the Business.

The maximum amount payable under this Extension shall not exceed GBP 1,000,000.00 in all during any one Period of Insurance.

This extension shall not apply:

- (a) to fines or penalties of any kind or the costs of implementing any remedial order or publicity order.
- (b) where indemnity is provided by any other Insurance





# COMBINED LIABILITY INSURANCE

The Underwriters shall not be liable under this Insurance for:

- 1) any liability which is assumed by the Assured 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.
- 2) Bodily Injury or loss of 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.
- 3) punitive or exemplary damages.
- 4) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 5) 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.
- 6) liability arising directly or indirectly in connection with any activities which make the Assured subject to the Regulations of the Riding Establishment Act(s).
- 7) any claim arising from circumstances known to the Assured prior to the commencement of the Period of Insurance.
- 8) any liability arising out of moveable or non-permanent cross country jumps that are not secured in line with current British Eventing regulations. This exclusion is deemed to apply irrespective of whether the Assured holds competitions under British Eventing rules
- 9) Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the Assured for any liability arising out of moveable or non-permanent cross country jumps that are not secured in line with current Eventing Ireland and/or FEI regulations. This exclusion is deemed to apply irrespective of whether the Assured holds competitions under Eventing Ireland and/or FEI rules but does not apply when cross country fences are used in the course of business in any indoor or outdoor arena with an artificial surface.
10. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 11) Biological or Chemical Materials

Loss or Damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 12) Electronic cyber liabilities

Loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- a. the response of a computer to any date or date change or;



## COMBINED LIABILITY INSURANCE

- b. the failure of a computer to respond to any date or date change or;
- c. the loss of or denial of access to any data either your own or third party or;
- d. any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- e. any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

### 13) Exclusion for Misuse of the Internet and Extra-net

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insured(s) own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

### 14) Terrorism

Liability arising out of Loss Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- a. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- b. any action taken in controlling preventing suppressing or in any way relating to the act of Terrorism.

If the Insurer(s) allege that by reason of this exclusion any Loss Damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

### 15) Asbestos and Hazardous Substances

Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### 1) The Assured shall:

- (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Assured and for which there may be liability under this Insurance.
- (b) advise the Underwriters in writing immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

2) The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Assured 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 Assured 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 UNDERWRITERS.**

3) The Underwriters may at any time at their sole discretion pay to the Assured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Underwriters 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



## COMBINED LIABILITY INSURANCE

---

the event of a claim or series of claims resulting in a liability of the Assured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Assured bears to the total payment made by or on behalf of the Assured in settlement of the claim or claims.

- 4) The Assured shall take all reasonable care to prevent accidents and to maintain his premises, plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Assured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If any claim covered by this Insurance is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Forestry Commission, Ministry of Defence or Landowners as provided for under Extensions (4) and (5) to Section 2.
- 6) Where the premium set forth in the Schedule is calculated on the statements and estimates furnished by the Assured the Assured shall keep an accurate record of all relevant particulars and shall at any reasonable time allow the Underwriters or their appointed representatives to inspect such record and shall within one month of the expiry of each Period of Insurance furnish to the Underwriters such information as the Underwriters require for such expired period and the premium for such period shall thereupon be adjusted by the Underwriters and the difference be paid by or allowed to the Assured as the case may be subject to any agreed minimum premium.
- 7) The Underwriters may cancel this Insurance by sending 30 days' notice by registered letter to the Assured at his last known address and in such event the Assured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance set forth in the Schedule.
- 8) The Assured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk insured and shall pay any additional premium that the Underwriters deem necessary.
- 9) The due observance of the terms, provisions and conditions of this Insurance by the Assured in so far as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of the Underwriters to make any payment under this Insurance. Any fraud, misstatement or concealment by the Assured in relation to any matter affecting coverage hereunder or in connection with the making of a claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
- 10) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 11) It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 12) Disputes Clause

Any dispute concerning or arising out of this Policy is understood and agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales. Each party agrees to submit to the jurisdiction of the Royal Courts of Justice of England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

- 13) Insured's Excess (applicable to Sections 2 & 3)

Please note that the payment of the Excess is a condition precedent and in the event the Excess is not paid when requested the Insurer(s) will not pay the claim under this Policy and the Insured will have to pay any claims in full and may be liable to repay any costs incurred by Insurer(s) up to the time of failure to pay the Excess.

- 14) Several Liability

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.



## COMBINED LIABILITY INSURANCE

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

(Included only if specified in the Schedule as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance).

1) Members' Indemnity.

Section 2 of this Insurance extends to indemnify any Member in accordance with the Insuring Clauses for Accidental Bodily Injury to any person or Accidental loss of or damage to Property happening during the Period of Insurance set forth in the Schedule and arising whilst the Member is participating in the Assured Riding/Driving Club's official activities only.

2) Member to Member.

Section 2 of this Insurance extends to indemnify any Member in respect of liability, as provided for under optional Extension 1 above, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Indemnity for Section 2.

For the purposes of Extensions 1 and 2 "Member" shall mean any member of the Assured Riding/Driving Club from the time that the membership subscription is accepted by the Assured until such time as the membership expires.

3) Care, Custody or Control.

Notwithstanding anything contained in Exclusion (a) of Section 2 to the contrary Section 2 of this Insurance extends to indemnify the Assured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Assured or any Employee of the Assured. The liability of the Underwriters under this extension for all damages payable by the Assured in respect of all claims made against the Assured during the Period of Insurance shall not exceed the aggregate limit set forth in the Schedule.

Provided that the Underwriters shall not be liable for:

- (a) intentional slaughter except where the Underwriters have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Underwriters shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Assured or any employee of the Assured.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity for Extension 3.
- (d) injury to any mare occurring whilst said mare is:
  - (i) being covered by a stallion.
  - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.



(iii) at stud and injury is directly attributable to the mare being in foal.

---

## COMBINED LIABILITY INSURANCE

- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicaments or treatment by the Assured or any Employee of the Assured unless under the direction of a qualified Veterinary Surgeon.
- (f) injury, illness or disease to any horse or pony owned by the Assured or any member of the Assured's family or any Employee of the Assured or any member of the Employee's family.

### 4) Customers' Indemnity.

Section 2 of this Insurance extends to indemnify in like manner to the Assured any customer of the Assured whilst using the facilities of or under the instruction of the Assured in respect of liability for which the Assured would have been entitled to indemnity under this Insurance if the claim against any such customer had been made against the Assured.

Provided that such customer shall as though he were the Assured observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this Insurance as far as they can apply.

### 5) Riding Establishment Indemnity.

Notwithstanding anything contained herein to the contrary General Exclusion 6 is deemed deleted and the indemnity provided by Section 2 of this Insurance is deemed to comply with the requirements of the Riding Establishment Acts relating to compulsory public liability insurance.

### 6) Personal Liability.

Section 2 of this Insurance extends to indemnify:

- (i) the Assured
- (ii) any proprietor, partner, director or manager of the Assured
- (iii) the immediate family of persons specified in (i) and (ii) above residing within the said person's household
- (iv) any Employee of the Assured
- (v) anyone else riding or handling horses belonging to or in the care, custody or control of the Assured with the express permission of persons specified in (i) and (ii) above

up to but not exceeding the Limit of Indemnity set forth in the Schedule against such sums as the persons specified in (i) to (v) inclusive above shall become legally liable to pay in respect of liability as therein defined arising from Bodily Injury or loss of or damage to Property occurring whilst such person is riding or handling anywhere in the world, for personal pleasure purposes and not in connection with the Business, horses belonging to or in the care, custody or control of the Assured but excluding at all times injury to the horses being ridden or handled unless Specific Extension 3 (Care, Custody or Control) is specified in the Schedule as "Included".

Provided that the Underwriters shall not be liable under this Insurance if any other policy is in force covering such liability.

This **Policy** is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate DTW1991 using one of the following options:-

- a. In writing (letter or email) to the address shown below or
- b. By telephone to the telephone number shown below or
- c. Face to face (should you wish to speak to someone face to face please telephone Syndicate DTW1991 at the number shown below and this will be arranged).



# COMBINED LIABILITY INSURANCE

---

## The Compliance Officer

Syndicate DTW1991,

R&Q Managing Agency  
Limited, 71 Fenchurch Street,  
London. EC3M 4BS  
[Email: complaints@DTW1991.com](mailto:complaints@DTW1991.com)

Tel: +44 (0)20 7 977 0876

Once your complaint is received Syndicate DTW 1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator. In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows:-

## Policyholder and Market Assistance

Lloyd's  
One Lime Street  
London  
EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at

[www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service.

If you are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than £1m annual income or a trustee of a trust with net asset value of less than £1m. You may refer the matter to the following organisation.

## Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square  
London  
E14 9SR  
Tel 0800 0234 567

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

Syndicate DTW 1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from this scheme. Further details can be obtained from:

## Financial Services Compensation Scheme

7th Floor

Lloyds Chambers

Portsoken  
Street London  
E1 8BN

Tel 0207 8927 301 Web  
[www.fscs.org.uk](http://www.fscs.org.uk)

---

# EQUINE

Our team has many years of experience in designing products for the equine world and has a keen interest in all equine matters. As well as advising on every type of insurance cover available for the equine market, the team can create bespoke products if required.

---

## BLOODSTOCK

For valuable bloodstock risks cover can be arranged for All Risks of Mortality, Stallion Infertility, Mare Barrenness and Prospective Foal Insurance.

---

## HORSE AND PONY

From the family hack to the riding club horse, insurance cover is available for All Risks of Mortality, Veterinary Fees, Loss of Use, Personal Liability and Saddlery and Tack.

## COMPETITION AND SPORTS HORSES

The life of a high value competition horse can be very different to that of a family horse. Insurance cover needs to reflect this.

Comprehensive cover is available for All Risks of Mortality, Veterinary Fees, Loss of Use and Stallion Infertility. All designed to help cushion the impact of losses on these high value animals.

## CANCELLATION AND ABANDONMENT

Anything from adverse weather to an outbreak of a communicable disease can cause the cancellation or postponement of even the best-organised events. Costs incurred and profit lost can amount to significant sums of money, vital to an event organiser's annual budget. We can arrange insurance to cover the losses incurred when an event has to be cancelled.

---

## EQUINE ESTABLISHMENT BUILDINGS, CONTENTS AND OTHER PROPERTY

We have package insurances for riding schools, private livery stables, studs and racing yards, which include cover for Buildings, Contents, Business Interruption, Cash, Saddlery and Tack, Jumps and Farm Machinery.

---

## LIABILITY

Liability cover is increasingly necessary and can protect you against paying damages for personal injury or property damage suffered by an employee or a third party. A comprehensive equine cover for equine associations, commercial and personal risks, has been designed for Employers' and Public Liability and can include liability for property in your care, custody and control.

## ALL RISKS OF PHYSICAL LOSS OR DAMAGE TO EQUIPMENT

Despite everyone's best efforts, equipment can go missing or be damaged at equine events. We can place cover for damage to, or theft of, these important, and sometimes costly, items.

This document and any recommendations, analysis or advice herein are not intended to be taken as, nor does it constitute, legal, insurance or professional advice. It is not specific to any individual circumstances regarding policy terms, conditions and exclusions. Copyright © Howden UK Group Limited March 2015.

---

## CONTACT US

For more information please contact one of the individuals below:

### EMMA TILDESLEY

T +44 (0)20 7133 1382  
emma.tildesley@howdengroup.com

### CATHERINE MORGAN

T +44 (0)20 7133 1387  
catherine.morgan@howdengroup.com

Broker at **LLOYD'S**

THAT'S HOWDEN. THAT'S KNOW HOW







