WEATHERBYS HAMILTON

MASTER POLICY

of

PUBLIC LIABILITY INSURANCE

issued to:

THE RACEHORSE OWNERS ASSOCIATION

to cover:

Each Member of The Racehorse Owners Association during the Period of Insurance

THE POLICY

We agree with the **Master Policy Holder** to provide public liability insurance for the **Members** of The Racehorse Owners Association during the **period of insurance**. The cover provided under this policy is subject to the terms and conditions contained in this document, including the Members' Wording, and any endorsements.

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

DEFINITIONS

These definitions are applicable to the whole **policy** wherever these words appear in bold. Please note there are further definitions within the Members' Wording.

Broodmare(s)/ Youngstock Means a Thoroughbred broodmare, verifiable foster mare or Thoroughbred youngstock (thoroughbred foals, weanlings, yearlings or stores) owned by a **Member** who is an **Amateur Breeder**, registered with Weatherbys and kept solely for the purposes of breeding or rearing. This includes whilst being prepared for the sales or a racing career. If a mare is being rested as a result of a late covering for instance, but the intention is to return to breeding, then cover remains effective. As soon as a broodmare is retired fully from being used for breeding purposes cover ceases.

Master Policy Holder Means The Racehorse Owners Association

Member Means

a) any individual member of The Racehorse Owners Association whose name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by the said individual.
b) any member of a Syndicate or Racing Club or Company that is a member of The Racehorse Owners Association and whose Syndicate or Racing Club or Company name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by that Syndicate or Racing Club or Company.
c) any member of a Partnership that is a member of The Racehorse Owners Association and whose Partnership name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by that Partnership.

Period of Insurance Means the time for which this insurance is in place. If you are a new member, this starts from the beginning of **your** Racehorse Owners Association membership in 2022 and ends on 31st December 2022.

If you are an existing member of the Racehorse Owners Association, then this insurance begins on 1st January 2022 and ends on 31st December 2022 as long as you keep your membership in place.

Policy Means the contract of insurance between **you** and **us**.

Premium Means the proportion of **your** membership fee used to pay for this **policy**.

Racehorse(s) Means a Thoroughbred racehorse owned by a **Member,** registered with Weatherbys being kept at the time solely for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Hunter Chasing (providing the horse is being trained by a licensed trainer only) while the horse:

a) is being prepared to go into training at a licensed trainers yard in Great Britain, or
b) is being trained at a licensed trainers yard in Great Britain, or
c) is out of training (this includes whilst resting or recuperating, provided the intention is to resume a racing career) provided the horse is only out of training on a temporary basis and is within Great Britain

We/Us/Our

Means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

MASTER POLICY HOLDER CONDITIONS

The **Master Policy Holder** must comply with the terms and conditions below.

We recognise the **Master Policy Holder** may appoint an Administrator to administer certain functions of this **policy**. However,, it remains the **Master Policy Holder's** responsibility to ensure compliance with the terms and conditions set out below.

Important Notice - Information we need to know about and your duty of fair presentation

We take this opportunity to remind the **Master Policy Holder** that it owes a duty to make a fair presentation of the risk to **us**. The **Master Policy Holder** has a duty to disclose to us every material circumstance which it knows or ought to know after a reasonable search or which is sufficient to put **us** on notice that **we** need to make further enquiries for the purpose of revealing those material circumstances. In addition, the **Master Policy Holder** has a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent Underwriter's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle **us** to:

- in some circumstances, avoid the **policy** from inception and in this event any claims under the **policy** would not be paid;
- impose different terms on the cover; and/or
- reduce the amount of any claim payable.

This duty applies:

- before the cover is placed;
- when it is renewed; and
- at any time that it is varied.

We recommend the **Master Policy Holder** keeps a record (including copies of letters) of all the information it provides to **us** for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

Retention and Provision of Records

1.1 The **Master Policy Holder** must establish and maintain complete records relating to all **Members** in connection with this **policy**, including copies of all evidences of insurance/Members' Wordings. Those records, including electronic records, must be retained for a minimum period of seven (7) years, or for such longer period as may be required by local law.

Upon request, the **Master Policy Holder** must provide **us** with copies of such records or documentation, or any other information as **we** may reasonably require from time to time, relating to the **Members**.

Security of Documents

2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation must be kept secure at all times.

Upon request, the **Master Policy Holder** must promptly return, delete or destroy all unused documents, including electronic documents, relating to this **policy** and ensure that any issuance or production of such documents stops after that. .

Claims, Complaints or Proceedings

3.1 If the **Master Policy Holder** is made aware by a **Member** of a claim or complaint the **Member** wishes to make under this Master Policy, the **Master Policy Holder** must inform the **Member** of the arrangements established in the Members' Wording for making claims or

complaints (as applicable) as soon as possible. The **Master Policy Holder** must also provide **us** with full details of the claim or complaint (as applicable) as soon as possible;

3.2 Where the **Master Policy Holder** is aware of any legal or regulatory proceedings or actions commenced against it or **us**, arising out of the operation of or in connection with this Master Policy, the **Master Policy Holder** must provide **us** with full details of the same as soon as possible.

Compliance With The Law and Financial Crime

4.1 Without prejudice to any of the rights or obligations otherwise specified in this Master Policy, including the Members' Wording, the **Master Policy Holder** must comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Members, and must use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under this **policy** comply with such laws where applicable;

4.2 The **Master Policy Holder** must not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

Data Protection

5.1 The **Master Policy Holder** must comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" includes all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

5.2 For the purposes of this condition:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

Communication With Members

6.1 The **Master Policy Holder** must inform the **Members** of any changes to this **policy**, which are relevant to the coverage provided to the Members, including cancellation or non-renewal of this **policy**.

Automatic or Tacit Renewal

7.1 The **Master Policy Holder** must not take any steps which have the effect of committing **us** to automatic or tacit renewal of any benefit provided to **Members** under this **policy** unless otherwise agreed by **us** in writing in advance.

Promotional and Marketing Material

8.1 The **Master Policy Holder** must agree with **us** any specific marketing or promotional material to be used in relation to this Master Policy, including on any internet website, portal or similar online system.

Licensing

9.1 The **Master Policy Holder** must ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under this Master Policy.

Payment of Premium

10.1 The **Master Policy Holder** agrees to pay the **premium** to **us** in full within 60 days of inception of this **policy**.

If the **premium** due under this Master Policy has not been paid to us by the 60th day from the inception of this **policy**, **we** will have the right to cancel this Master Policy by notifying the **Master Policy Holder** via Weatherbys Hamilton LLP in writing. In the event of cancellation, the premium is due on a pro-rata basis for the period **we** were on risk. However, if **we** have to deal with any claim during that time, the full premium is owed to **us**.

It is agreed we will not give less than 15 days prior notice of cancellation to the **Master Policy Holder** via Weatherbys Hamilton LLP. If the premium due is paid to **us** in full before the notice period expires, notice of cancellation will automatically be revoked. If not, this **policy** will automatically terminate at the end of the notice period.

THE COVER

The cover provided under this **policy**, including conditions, exclusions, limits and important information, is contained within the following Members' Wording.

WEATHERBYS HAMILTON

Members' Wording

Master Policy of Public Liability Insurance

Issued to

The Racehorse Owners Association

To cover

Each Member of The Racehorse Owners Association during the Period of Insurance.

Scheme Administrator

This scheme is administered on behalf of the Members of The Racehorse Owners Association by Weatherbys Hamilton If **you** have any queries relating to this **policy** please contact:

Weatherbys Hamilton

Charles Hamilton or Alec Moore
Weatherbys Hamilton LLP
Hall Farm Stables
Stetchworth
Newmarket, Suffolk
CB8 0TY
Tel: +44 (0)1638 563444

David Bates
Weatherbys Hamilton LLP
1 Stanton Court
South Marston Park
Swindon, Wiltshire
SN3 4YH
Tel: +44 (0)1793 847333

Matthew Haxby
Weatherbys Hamilton LLP
Sanders Road
Wellingborough
Northamptonshire
NN8 4BX
Tel: +44 (0)1933 440077

Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via D N Adjusting who will be able to advise **you**.
Please refer to Policy Condition 1 on Page 20 for full details of the claims procedure and conditions.

Policy Information

Not forming part of this Insurance **policy**

This **policy** has been prepared in accordance with the instructions of the **Master Policy Holder** on behalf of the Members. Please read it carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Weatherbys Hamilton should be contacted immediately if any correction is necessary.

This **policy** consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this **policy** or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the **policy** which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this **policy**;
- the **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided;
- any **Endorsement(s)** which might apply to the **policy** or individual Sections and which incorporate cover and amendments extensions limitations and such like.

You should immediately notify **us** via Weatherbys Hamilton of any changes which may affect the insurance provided by this **policy**.

Alterations in the cover required after issue of the **policy** will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should file with the **policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **policy** to ascertain precise details of cover currently in force.

The Racehorse Owners Association
Members Public Liability Insurance

Contents

Definitions 12
Important Information 16
Policy Exclusions 17
Policy Conditions 20
Further Information 23

Definitions

These definitions are applicable to the whole **policy** wherever these words appear in **bold**.

Amateur Breeder

Means a **Member** who is an amateur or hobby breeder who breeds Thoroughbreds but not by way of business. If breeding is the profession, occupation or business of a **Member** then specific separate Third Party Liability Insurance should be sought to cover the business.

Damage

Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible **property**. Damaged will have the equivalent meaning.

Data

Means facts concepts and/or information converted to a form useable in **your** computer operations, for example business and customer files accounts and personal files and images, owned leased or rented by **you** or for which **you** are legally responsible.

Excess

Means the amounts specified in the policy which you shall pay in respect of all damages, compensation, claimants' costs, legal costs, and expenses before we shall be liable to make any payment. The excess shall apply to each occurrence other than in respect of legal liability arising out of injury, where the excess shall not apply.

Indemnify

Means **we** will pay **you** for liabilities incurred under the terms of this **policy**. Indemnified shall have the same meaning.

Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

Racehorse(s)

Means a Thoroughbred racehorse owned by a **Member,** registered with Weatherbys being kept at the time solely for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Hunter Chasing (providing the horse is being trained by a licensed trainer only) while the horse:

d) is being prepared to go into training at a licensed trainers yard in Great Britain, or

e) is being trained at a licensed trainers yard in Great Britain, or

f) is out of training (this includes whilst resting or recuperating, provided the intention is to resume a racing career) provided the horse is only out of training on a temporary basis and is within Great Britain

Broodmare(s)/ Youngstock

Means a Thoroughbred broodmare, verifiable foster mare or Thoroughbred youngstock (thoroughbred foals, weanlings, yearlings or stores) owned by a **Member** who is an **Amateur Breeder**, registered with Weatherbys and kept solely for the purposes of breeding or rearing. This includes whilst being prepared for the sales or a racing career. If a mare is being rested as a result of a late covering for instance, but the intention is to return to breeding, then cover remains effective. As soon as a broodmare is retired fully from being used for breeding purposes cover ceases.

Legal Costs

Means:

1. costs of legal representation at:

   a. any Coroner's Inquest or Fatal Accident Inquiry;

   b. proceedings in any court arising out of any alleged breach of statutory duty;

2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent.

Master Policy Holder

Means The Racehorse Owners Association

Member

Means

d) any individual member of The Racehorse Owners Association whose name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by the said individual.

e) any member of a Syndicate or Racing Club or Company that is a member of The Racehorse Owners Association and whose Syndicate or Racing Club or Company name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by that Syndicate or Racing Club or Company.

f) any member of a Partnership that is a member of The Racehorse Owners Association and whose Partnership name is maintained on the register held by the **Master Policy Holder** during the **Period of Insurance,** but only in respect of the **Racehorse(s) or Broodmare(s)/ Youngstock** owned by that Partnership.

Occurrence

Means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **injury** and/or **damage** to **property**.

All **injury** or **damage** to **property** consequent upon or attributable to one source or originating cause shall be deemed to be one **occurrence** irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or organisations who sustain **injury** and/or **damage** to **property**.

Period of Insurance

Means the time for which this insurance is in place. If you are a new member, this starts from the beginning of **your** Racehorse Owners Association membership in 2022 and ends on 31st December 2022.

If you are an existing member of the Racehorse Owners Association, then this insurance begins on 1st January 2022 and ends on 31st December 2022 as long as you keep your membership in place.

Person Employed

Means:

1. a person under contract of service or apprenticeship with **you**;
2. a labour master or labour only sub-contractor or person supplied by any of them;
3. a self-employed person;
4. a person hired to or borrowed by **you;**
5. a person undertaking study or work experience;
6. a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment**.**

Pollutant

Means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Pollution

Means the actual or threatened discharge, seepage, migration of any **pollutant** pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or **damage** or **injury** caused by such pollution contamination.

Policy

Means the contract of insurance between **you** and **us**.

Premium

Means the proportion of **your** membership fee used to pay for this **policy**.

Property

Means material property of a Third Party. For the purposes of this **policy** electronic **data** is not property.

Product

Means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by **you** or on **your** behalf and no longer in **your** possession or under **your** control.

Territorial Limits

means

a) For **Members** resident in the UK, **Horses** are only covered in the UK

b) For **Members** resident outside of the UK, **Horses** are also only covered in the UK.

c) For all **Members, Horses** are covered for temporary trips abroad, not longer than 90 days in total per trip during the **Period of Insurance**

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat 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), committed for political, religious ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We/Us/Our

Means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

You/Your/Yours

Means any **Member** of the Racehorse Owners Association, who has paid their subscription to the association and is covered under this insurance contract.

Important Information

Limit of Liability and Excess

Limit of Liability	£ 10,000,000 per **occurrence**
Excess	£ 500 per **occurrence**

Irrespective of:

a. the number of **Members** and/or parties and/or entities entitled to cover;

b. the number of claimants.

The amount **we** are liable to pay under this **policy** including all Extensions and **legal costs** in respect of any one **occurrence** shall not exceed the Limit of Liability stated above.

Policy Cover

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

We will **indemnify you** subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this **policy**

1. against legal liability for damages and claimant's costs and expenses in respect of:

a. accidental **injury** sustained by any person caused by a **Member's Racehorse** or **Broodmare / Youngstock**;

b. accidental **damage** to **property** caused by a **Member's Racehorse** or **Broodmare/Youngstock**;

Occurring during the **period of insurance** within the **territorial limits.**

2. in respect of l**egal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

If any claim covered by this **policy** is also covered in whole or in part by any other insurance, **our** liability shall apply as excess of, and not as contributory with, such other insurance.

Policy Exclusions

We shall not be liable to **indemnify you** in respect of any claim, costs or expenses:

1. Commercial Breeders

For injury or damage caused by a **Broodmare/ Youngstock** owned by a commercial breeder.

2. Point to Pointers

For injury or damage caused by a Point to Pointer.

3. You and Family Members

for **injury** to **you** or any member of **your** family or household.

2. Injury Sustained by Persons Employed

for **injury** sustained by any **person employed** arising out of and in the course of employment by **you**.

3. Product

directly or indirectly caused by, arising from or in connection with any **product**.

4. Pollution Contamination

caused by, arising from or in connection with **pollution** contamination of the atmosphere or of any water, land, buildings or other tangible **property** except to the extent that **you** can demonstrate that such **pollution**;

(a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**
(b) was not the direct result of **your** failure to take reasonable precautions to prevent such pollution

Provided always that all such pollution which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

5. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle or attached trailer by **you** or on **your** behalf in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

a. mechanical plant while operating as a tool of trade

b. the loading or unloading of any vehicle or trailer except in respect of legal liability for which:

i. insurance or security is required by law;

ii. indemnity is provided by any motor insurance contract.

6. Property in Your Care Custody or Control

for loss of or **damage** to **property** belonging to or in **your** care, custody or control**,** or that of **your** family, household or person in **your** service.

7. Radioactive Contamination

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

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

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

8. Punitive and Exemplary Damages
for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

9. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties
for fines, liquidated damages, penalty clauses or performance warranties.

10. Excess
for the amount of the **excess** stated in the **policy**.

11. Employment Practice Liability
directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of and/or **person employed** howsoever arising.

12. Asbestos
arising directly or indirectly from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

13. Terrorism
for **injury**, loss, **damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **terrorism** (including any threat or hoax of an act of **terrorism** or sabotage). For the purpose of this exclusion, injury shall include mental anguish, or emotional distress.

14. Cyber
this **policy** does not cover any loss, **damage**, liability, claim, cost, fee or expense caused by:

i. the use of, or inability to use;
ii. any error or omission relating to the use of; or
iii. any hoax or threat relating to the use of;
any application, process or software.

15. Mould and Fungus
for **damage** to any **property** or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purpose of this exclusion “Fungal Pathogens” means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosis.

16. War
directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

17. Hire or Reward
for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a **Horse** for hire or reward including for the provision of instruction or coaching.

18. Known Incidents
arising from circumstances known to **you** before the start of this **policy.**

19. Personal Data Breach
directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from) , any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

20. Trade or Profession

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), the carrying on of any trade business, profession or employment where it is **your** principal source of income.

21. Professional Advice

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), Professional advice, design, service or specification given for a fee, but not for personal injury or property damage.

22. Contractual Liability

arising from liability assumed or rights waived by **you** under any contract or agreement, except to the extent that such liability would have attached to **you** in the absence of such contract or agreement.

Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this **policy**:

1. Claims procedure

You shall give **us** notice as soon as reasonably practicable of any **occurrence,** loss or legal proceedings that may give rise to a claim under this **policy.**

You shall also give all such additional information as **we** may require and co-operate with **us** or **our** appointed agents during each stage of any claim.

You shall not admit liability or make any offer or promise of payment without **our** prior written consent.

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **us** immediately after they are received.

We shall be entitled either before or after any payment is made by **us** under this **policy** to take over at **our** own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in **your** name and on **your** behalf.

You must not destroy any evidence, plant or other property relating to an **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

You shall keep adequate records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

D N Adjusting
PO Box 12202
Ongar
Essex
CM5 5BB

Office: 01277 280 499
Mobile: 07904 095 800

Email: enquiries@dnadjusting.co.uk

2. Observance of Terms and Right of Recovery

You must observe and comply with all the terms of this **policy**, including anything to be done or complied with, before being able to benefit under this **policy**.

3. Excess

No claim will be paid until the applicable **excess** for that claim has been paid to and received by **us**.

4. Non-Contribution Clause

If any claim covered by this **policy** is also covered in whole or in part by any other insurance, **our** liability shall apply as excess of, and not as contributory with, such other insurance.

5. Other Insurances

If at any time of any claim(s) covered by this **policy** there is or but for the existence of the **policy** would be any other insurance covering the same legal liability the cover given by this **policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **policy** not been effected and subject to the Limit of Liability.

6. Discharge of Liability

In respect of any claim against **you** to which a Limit of Liability applies, **we** may at any time pay the amount of that Limit after deduction of any sums already paid or incurred or any less amount for which at **our** absolute discretion that claim can be settled. **We** will relinquish control of that claim and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **legal costs**.

7. Cancellation

The **Master Policy Holder** can cancel this insurance at any time.

You can cancel this insurance by ending **your** membership with The Racehorse Owners Association.

We can cancel this insurance by giving the **Master Policy Holder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **premium**;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **us** or to Weatherbys Hamilton.

8. Precautions and Reasonable Care

You shall take all reasonable precautions:

a. for the safety of and to avoid, prevent or minimise any **damage** to **property**; and

b. to avoid, prevent or minimise any **injury** to others

which might give rise to a claim under this **policy**.

You shall also:

a. comply with all statutory and other obligations and regulations imposed by any authority;

b. exercise reasonable care in the selection and supervision of **persons employed** and in the employment of competent staff.

9. Fraud

If **you** make a fraudulent claim under this **policy**, **we**:

a) are not liable to pay the claim; and

b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** rights under Condition 10. c) above:

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

2. **we** need not return any of the **premium** paid.

This condition will only apply to **you** as an individual and not the entire group if the fraud was perpetrated by **you** and not the **Master Policy Holder.**

10. Subrogation

We may take any action **we** consider necessary to enforce **your** rights and **our** rights under the **policy**. Under this **policy we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense, either before or after any payment is made by **us** under this **policy**.

11. Termination of Membership

Termination of **your** membership of The Racehorse Owners Association from any cause will similarly terminate cover under this **policy** from the same date.

Further Information

Complaints Procedure

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the Policy.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number;

or

Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number.

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Ombudsman Service which is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London
E14 9SR Tel: 0800 023 4567
Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at www.financial-ombudsman.org.uk

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **you** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,
www.caa.lu

or

Service national du Médiateur de la consommation (for consumers only)
www.mediateurconsommation.lu

or

Médiateur en Assurances ACA,
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

Financial Services Compensation Scheme

If Liberty Mutual Insurance Europe SE are unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Data Protection Notice

How Liberty Specialty Markets uses **your** personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

Sanctions

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

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this **policy**, such dispute shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall have jurisdiction. The **premium** has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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 of remedy of a third party which exists or is available apart from that Act.