

BLOODSTOCK COMBINED LIABILITY INSURANCE (UK Personal Lines)

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your insurance requirements. You are required to read through this policy with care to ensure that the information you have provided to us is correct, accurate and complete. If it does not meet your requirements or if your insurance requirements change, please let Weatherbys Hamilton or your insurance agent know immediately. Weatherbys Hamilton require that you tell Weatherbys Hamilton immediately of any information or changes in your circumstances which may be relevant to this insurance. It is your duty to take reasonable care to answer the questions raised by Weatherbys Hamilton truthfully and accurately, and not to make a misrepresentation before the insurance contract is entered into or varied. If you misrepresent any relevant information deliberately or recklessly or carelessly, you may invalidate your policy or your policy may not operate fully.

You should read this policy together with your current schedule which gives precise details of the cover.

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law within the European Union.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

2.1 The Insured/ You/ Your means:

- 2.1.1 the person, persons or corporate body named in the Schedule
- 2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

- 2.2.1 the ownership, repair and maintenance of the Insured's own property
- 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire- fighting, and security services
- 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.3 Injury means death, bodily injury, illness or disease of or to any person.

2.4 Damage means loss of possession of or damage to tangible property.

2.5 Person Employed means any:

- 2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured
- 2.5.2 labour master and persons supplied by him
- 2.5.3 person employed by labour only sub-contractors
- 2.5.4 self employed person under the control of the Insured
- 2.5.5 person hired to or borrowed by the Insured
- 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business

- 2.6 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.9 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.

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1 SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2 SECTIONS B AND C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause.

Provided always that the Limit of Indemnity:

- 5.2.1 under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.2 under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.3 in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs. Defence Costs include legal expenses:

- 6.1 Incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - 6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - 6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - 6.1.3 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
- 6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- 7.1 any director or partner £250
- 7.2 any Employee £100

8. DATA PROTECTION ACT 1998 and LLOYD'S PRIVACY POLICY STATEMENT

DATA PROTECTION ACT 1998

It is understood by you that any information provided to the Underwriters regarding you 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.

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

9. MISREPRESENTATION OR FRAUD

We will not provide cover if you, an insured person or anybody acting on your or an insured person's behalf have failed to take reasonable care to answer truthfully and accurately the questions that we have asked of you and not to make a misrepresentation before the insurance contract is entered into or varied, or have engaged in fraudulent conduct, or have made false statements deliberately or recklessly or carelessly relating to this insurance before or after inception of your policy.

10. RELEVANT INFORMATION

We have relied on the information that you have given us in deciding to accept this insurance and in setting terms (including the premium). You, or any party covered by this insurance policy must notify us of any relevant information which may affect your policy; you must ensure that all information given to us is correct, accurate and complete.

If any of the information that you have provided on which this insurance is based changes, before or during the period of insurance you must tell us. If you are in doubt about any change, or what information may be relevant to your policy, please inform us.

We reserve the right to amend the conditions of your policy and the premium. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance. No change or modification to this policy shall be effective except if confirmed in writing by us or unless covered under the policy changes condition of your policy.

SECTION A – EMPLOYERS’ LIABILITY

11. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

12. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 12.2 incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 12.3 arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 12.4 arising out of Terrorism except 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 £5,000,000 shall apply.
- 12.5 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, except 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 Indemnity of £5,000,000 shall apply.

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

13. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

14. EXTENSIONS (Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section A).

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 Union 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 Insured the Underwriters will pay to the 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 Injury which would otherwise be covered by Section A of this Insurance.
- (iii) any payment made by the Underwriters shall be only in respect of liability for which the Insured would have been entitled to indemnity under Section A of this Insurance if the judgement had been made against the Insured.
- (iv) the Underwriters shall be entitled to take over and prosecute for their own benefit any claim against any other person and the Insured, the Employee or the personal representatives of the Employee shall give all information and assistance required.

SECTION B – PUBLIC LIABILITY

15. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage and/or accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water occurring during the Period of Insurance.

16. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 16.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 16.2 arising out of or in connection with any Product.
- 16.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 16.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 16.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 16.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 16.4 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 16.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 16.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 16.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 16.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 16.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

17. Section B - EXTENSIONS

Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section B.

- 17.1 Defective Premises.
The Underwriters will indemnify the Insured under Section B against liability in respect of Injury or Damage to property arising in respect of any premises disposed of by the Insured. 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.

- 17.2 Contingent Liability (Non-Owned Vehicles).
Notwithstanding anything contained in Exclusion 13.3 to the contrary the Underwriters will indemnify the Assured under Section B against liability for Damage to property or Injury arising out of the use of any motor vehicle not the property of or provided by the Insured being used in connection with the Business.

Provided always that the Underwriters shall not be liable for:-

- (a) Damage to any such vehicle.
- (b) Injury or Damage to property resulting while such vehicle is being:-
 - (i) driven by the Insured.
 - (ii) driven with the general consent of the Insured or of his representatives by any person who to the knowledge of the Insured 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 Insured 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 Insured shall be as defined in Definition 2.1.1 and 2.1.2

- 17.3 Forestry Commission and/or Ministry of Defence.
Notwithstanding anything contained in General Exclusion 22.1.2 b to the contrary Section B extends to indemnify the Insured to the extent required under any agreement between the Insured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Insured under the terms of the said agreement.

- 17.4 Landowners' Indemnity.
Section B extends to indemnify in like manner to the Insured any landowner on whose land events or other activities organised by the Insured 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 Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Insurance.

- 17.5 World Wide Transportation.
In respect of whichever of Sections B and C that are specified in the Schedule as "Included" and where the Business of the Insured 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 Insured 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.

18. SECTION B - SPECIFIC EXTENSIONS

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

- 18.1 Personal Liability.
Section B of this Insurance extends to indemnify:-
- (i) he Insured
 - (ii) any proprietor, partner, director or manager of the Insured
 - (iii) the immediate family of persons specified in (i) and (ii) above residing within the said person's household
 - (iv) any Employee of the Insured
 - (v) anyone else riding or handling horses belonging to or in the care, custody or control of the Insured 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 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 Insured but excluding at all times injury to the horses being ridden or handled.

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

18.2 Owners' Indemnity

Section B of this insurance extends to indemnify in a like manner to the Insured any owner or owners of horses resident and in the care, custody and control of the Insured for any liability arising out of the ownership of such horses. Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

SECTION C – PRODUCTS' LIABILITY

19. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

20. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 20.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 20.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 20.3 arising out of the recall of any Product or part thereof
- 20.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 20.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 20.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 20.7 arising from the failure of any Product to perform its intended function.

GENERAL EXCLUSIONS

21. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 21.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 21.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 21.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
 - 21.3.1 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 this Insurance
 - 21.3.2 was not the direct result of the Insured failing 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 Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 21.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 21.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 21.6
- a) directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) 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
 - c) any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with 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.

- 21.7 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.
- 21.8 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.
- 21.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.
- 21.10 Liability arising out of or **Loss or Damage** cost or expense of whatsoever nature 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
- (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 the **Insured** owns or third party
- (d) any **Loss 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.

22. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

- 22.1 directly or indirectly caused by or contributed to by or arising from:
 - 22.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 22.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- (a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - (b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 22.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 22.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 22.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
- 22.5 **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.

GENERAL CONDITIONS

23. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 21.1. to 21.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 23.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 23.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 23.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 23.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 23.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 23.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 23.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 23.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.

- 23.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 23.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England 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.
- 23.11 **Contract (Rights of Third Parties) Act 1999 Clarification Clause**
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 23.12 **Data Protection Act 1998**
It is understood by the Insured that any information provided to the Underwriters regarding the Insured 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.
- 23.13 **E.U. Disclosure Clause (UK) Notice to the Proposer/Insured**
The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.
- 23.14 **Your Right to Cancel**
You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Underwriters in respect of the Policy.

If you do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

Certificate Provisions (UK Personal Lines)

1. It is important to note that Weatherbys Hamilton LLP acts as agent of the Underwriters in respect of this insurance.
2. In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or Weatherbys Hamilton LLP at the office that arranged your insurance as below:

Charles Hamilton or Alec Moore
Weatherbys Hamilton LLP
Hall Farm Stables
Stetchworth
Newmarket,
Suffolk
CB8 0TY
Telephone No: +44 (0)1638 563444

David Bates
Weatherbys Hamilton LLP
1 Stanton Court
South Marston Park
Swindon
SN3 4YH

Telephone No: +44 (0)1793 847333

Matthew Haxby
Weatherbys Hamilton LLP
Sanders Road
Wellingborough
Northamptonshire
NN8 4BX

Telephone No: +44 (0)1933 440077

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

Woodgate & Clark Claims Management Limited
The Red House
King Street
West Malling
Kent
ME19 6QT

Telephone No: +44 (0)1732 848077

Email: New.Claims@woodgate-clark.co.uk

Website: www.woodgate-clark.co.uk

4. This policy is insured 100% by Syndicate DTW1991 at Lloyd's so, in the event that you wish to make a formal complaint you should contact the Compliance Officer at Lloyd's 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 Lloyd's Syndicate DTW1991 at the number shown below and this will be arranged).

The Compliance Officer
Syndicate DTW1991
R&Q Managing Agency Limited
71 Fenchurch Street
London
EC3M 4BS

Telephone No: +44 (0)20 7 977 0876
Fax: +44 (0)20 7 283 9872
Email: complaints@dtw1991.com

Once your complaint is received Syndicate DTW1991 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:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Telephone No: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com

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

Telephone No: +44 (0)800 023 4 567 (free phone); or from a mobile: +44 (0)300 123 9123 (but charges apply)
Email: complaint.info@financial-ombudsman.org.uk

5. Financial Services Compensation Scheme (FSCS)

R&Q Managing Agency Limited and DTW 1991 underwriting Limited are 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
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone No: +44 (0)20 7 741 4100

Website: www.fscs.org.uk

Statutory Status Disclosure

Your insurance is provided by DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's. Registered in England and Wales No. 08330551. Registered Office: 71 Fenchurch Street, London, EC3M 4BS. DTW 1991 Underwriting Limited is an Appointed Representative of R&Q Managing Financial Conduct Authority and Prudential Regulation Authority.

Syndicate DTW1991 at Lloyd's is managed by R&Q Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709. Registered Office: 71 Fenchurch Street, London, EC3M 4BS.

ENDORSEMENTS

The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-

Clause 1 - Protective Clothing

It is warranted that all riders must wear protective headgear approved to British Standard BSEN 1384 (1997) or PAS 015 (1994) or equivalent and suitable footwear at all times.

Clause 2 - Horse breeders/Dealers & Trainers

The cover given by this policy excludes liability arising under the Sale of Goods Act and all conditions and warranties in respect of horses sold.

Clause 3 - Horses at livery

It is warranted that in respect of horses kept at livery, the horse owner shall have effected insurance in respect of the horse and any tack kept at the stable premises.

Clause 4 - Minimum Age

There is no minimum age limit in place but it is warranted that all children under the age of 4 are led individually by a member of the riding establishment

Clause 5 - Use of horses at fetes or Parties

It is warranted that no more than 4 animals are used at any one time.

Each animal is to be individually led by a person working for the insured around a secure and safe area only.

No third party is to be allowed to mount or ride unless accompanied by a person working for the insured.

There is no cover given by this policy in respect of horses being led on the public highway.

Clause 6 - Sale of animal food

It is warranted that foodstuffs are sold in the manufacturer's original packaging and that no foodstuff is re-packaged by the insured.

This policy does not cover the sale of foodstuffs for feeding to animals intended for human consumption.

It is warranted that the underwriter's rights of recourse against the feed supplier are maintained.

Clause 7 - European extension

The cover given by this policy is extended to include the countries of the EU and Europe. It is warranted that all relevant quarantine laws shall be complied with. All claims will be subject to UK jurisdiction.

Clause 8 - Use of Chemicals

It is warranted that insecticides, chemicals and poisons are used in accordance with manufacturer's instructions, and that staff are trained in their use.

Clause 9 - Event exclusion

This policy excludes liability in respect of claims arising from fairground rides, bouncy castles, fireworks, mechanically propelled vehicles where Road Traffic Act cover would otherwise be required, motorised children's rides, clay pigeon and target shooting.

Clause 10 - Landowners' Indemnity

The public liability section of this policy is extended to indemnify any landowner on whose land events or other activities organised by the policy holder are held or over whose land such events or activities pass or are accessed and arising out of such events or activities.

It is warranted that each such landowner shall have arranged his own public liability insurance to cover the land and he shall observe and fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Clause 11 - Transport of horses (applicable only to Commercial Horse Transport)

The care, custody and control section of this policy is extended to include cover whilst horses are being loaded, transported or unloaded in a trailer or horsebox lorry owned by the policyholder. The cover given by this extension is restricted to the UK, Northern Ireland, Isle of Man and Channel Islands.

It is warranted that the motor insurance company is notified that the vehicle is used in conjunction with the insured's business.

Clause 12 - Rented Premises

The public liability section of this policy is extended to indemnify the policy holder for liability for loss of or damage to premises, fixtures or fittings, leased or rented to the policy holder. This indemnity shall not apply in respect of liability for loss or damage if the liability is assumed by the policy holder under a tenancy or other agreement and would not have attached in the absence of such agreement.

Clause 13 - Personal Protective Equipment

It is warranted that the use or wearing of personal protective equipment by any person employed is rigorously enforced. In the event of an employee providing their own personal protective equipment a formal record must be maintained regarding the suitability & standards of the equipment. If the equipment is supplied by the employer a formal record must be maintained confirming receipt of such equipment.

Clause 14 - Owner's indemnity

The Public Liability section of this policy is extended to include any owner or owners of horses resident and in the care custody or control of the named insured during the policy period. In respect of those owners indemnity is limited to their liability arising only from their horses resident and in the care custody or control of the named insured.

Clause 15 - Manual Work Abroad

Notwithstanding anything contrary in Section A, Exclusion 9.1 this Insurance extends to include Legal Liability arising outside Great Britain, Northern Ireland and the Channel Islands in respect of temporary visits not exceeding 6 months by any Person Employed.

Clause 16 - Care, Custody and Control

The public liability section of this policy is extended to indemnify the policyholder in respect of liability for death, injury, illness or disease to horses in the care, custody and control of the policyholder or any employee of the policyholder. The liability of the underwriters under this extension for all damages payable by the policyholder shall not exceed £25,000 any one incident and £100,000 in the annual aggregate. The limit of indemnity shall be the sum insured, or the value of the horse at the time of the illness, injury or disease, whichever is the lower.

The public liability section of this policy is further extended to indemnify the policyholder in respect of liability for breach of professional duty made against the policyholder or employee of the policyholder by reason of any neglect, error or omission occurring or committed in good faith in connection with the Business of the policyholder. The liability of the underwriters under this extension for all damages payable by the policyholder shall not exceed £25,000 any one incident and £100,000 in the annual aggregate and shall be less the excess of £250 in respect of legal expenses and £5,000 in respect of damages any one incident.

The underwriters shall not be liable for:

Intentional slaughter where the underwriters have agreed to the destruction or where a veterinary surgeon has certified that destruction is imperative for humane reasons, provided the underwriters shall have the right to a post mortem examination carried out by a veterinary surgeon.

Injury, illness, disease or breach of professional duty directly or indirectly caused by or arising from any malicious or wilful act of the policyholder or any employee of the policyholder.

Any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick horse for a period not exceeding 12 months, providing the total cost shall not exceed £25,000.

Injury to any mare occurring while the mare is being covered by a Stallion or in the vicinity of a Stallion for the purpose of covering (whether or not covering actually takes place) at stud and the injury is directly attributable to the mare being in foal.

Injury, illness, disease or breach of professional duty directly arising out of the administration of any medicine or treatment by the policyholder or any employee of the policyholder, unless under the direction of a qualified veterinary surgeon.

Injury, illness, disease or breach of professional duty to any horse owned by the policyholder or any member of their family or any employee of the policyholder or any member of the employee's family.

Libel or slander.