



MASTER POLICY

of

PUBLIC AND PRODUCTS LIABILITY INSURANCE

issued to:

THE RACEHORSE OWNERS ASSOCIATION

to cover:

Each Member of The Racehorse Owners Association

Such Members are to be declared and accepted under this Master Policy provided cover is granted in accordance with all the terms and conditions contained herein.



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 and the Courts of England and Wales shall have sole jurisdiction in any dispute hereunder.

In the event of a claim or any circumstance which may give rise to a claim under the Master Policy the Insured must immediately notify the following:

Woodgate and Clark Limited
The Red House
King Street
West Malling
Kent
ME19 6QT

Email: newclaim@woodgate-clark.co.uk

Tel (Claims): +44 (0)1732 520273

Tel (Out of Office): +44 (0)1732 520270

Complaints Procedure

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

- a. In writing (letter or email) to the address shown below or
- b. By telephone to the telephone number shown below.

The Compliance Officer
Syndicate DTW1991
6th Floor, One Creechurch Place
Creechurch Lane
London
EC3A 5AF

Email: complaints@DTW1991.com

Tel: +44 (0)20 3923 3120

We will review your complaint and will investigate the circumstances regarding your complaint and write to you within fourteen (14) calendar days with a response.

If you are not satisfied with the response, or have not received a response from us within fourteen (14) calendar days, you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response. If you wish to ask Lloyd's to investigate your complaint you may do so by contacting:

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

Email: complaints@lloyds.com

Tel: +44 (0)20 7 327 5693

Fax: +44 (0)20 7 327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints 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 GBP 1,000,000 annual income or a trustee of a trust with net asset value of less than GBP 1,000,000 you may refer the matter to the following organisation:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Tel: For UK callers: 0800 023 4 567 (free phone);
or from a mobile: 0300 123 9 123 (but charges
apply)
Tel: For callers from abroad: +44 (0) 20 7 964 0500
(charges apply)
Web: www.financial-ombudsman.org.uk

Please remember that you will have to refer your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect your legal rights. If you appoint someone to act on your behalf or if you ask someone else to act on your behalf you should provide us with written authority to allow us to deal with them. We will not pay their costs.

Financial Services Compensation Scheme (FSCS)

The Insurer(s) is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that we are unable to meet our obligations under this Policy. If you were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Web: www.fscs.org.uk

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

We take this opportunity to remind you that you owe a duty to make a fair presentation of the risk to the Underwriters. You have a duty to disclose to the Underwriters every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the Underwriters on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have 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 the Underwriters 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 your cover; and/or
- reduce the amount of any claim payable.

This duty applies:

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

We recommend that you keep a record (including copies of letters) of all the information you provide to us for your future reference. A copy of the completed application form will be supplied to you on request within a period of three months after its completion.

WE, THE UNDERWRITERS, hereby agree with

The Racehorse Owners Association
(the Master Policyholder)

to provide, to the extent and in the manner detailed herein, Public and Products Liability insurance for each Member of The Racehorse Owners Association for the Period of Cover set forth in the Evidence of Insurance which has been issued to each of the above under this Master Policy.

The Evidence of Insurance is issued by the Master Policyholder to each Member (as defined herein) and is in the form of the sample Evidence of Insurance attached.

The coverage provided to each of the above under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

DEFINITIONS

In this Master Policy:

- 1) "Insured" shall mean each Member of the The Racehorse Owners Association
- 2) "Bodily Injury" shall mean death, injury, illness or disease.
- 3) "Business" shall mean:
 - (a) the ownership of any horse registered with Weatherbys kept for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Point to Pointing (providing the horse is being trained by a licensed trainer only) while the horse:
 - (i) is being prepared to go in to training at a licensed trainers yard in Great Britain, or
 - (ii) is being trained at a licensed trainers yard in Great Britain, or
 - (iii) is out of training, provided the horse is only out of training on a temporary basis and is within Great Britain.
 - (b) the ownership of any thoroughbred broodmares including verifiable foster mares and young stock (thoroughbred foals, weanlings, yearlings or stores) registered with Weatherbys and kept solely for the purposes of rearing
- 4) "Employee" shall mean:
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (b) any labour master or labour only sub-contractor or person supplied by any of them
 - (c) any self-employed person
 - (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured
 - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar schemewhile engaged in working for the Insured in connection with the Business.
- 5) "Member" shall mean:
 - (a) any individual member of The Racehorse Owners Association whose name is maintained on the register held by the Master Policyholder during the Master Policy Period.
 - (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 Policyholder during the Master Policy Period but only in respect of the horse(s) owned by the said Syndicate or Racing Club or Company.
 - (c) any member of a partnership where one or more members of the partnership is an individual member of The Racehorse Owners Association whose name is maintained on the register held by the Master Policyholder during the Master Policy Period but only in respect of the horse(s) owned by the said partnership.
- 6) "Property" shall mean material property.
- 7) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated or installed by the Insured in the course of the Business.

- 8) "Pollution" shall mean:
- (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
 - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 9) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) - which:
- (a) is designed to or does:
 - (i) intimidate or influence a de jure or de facto government or the public or a section of the public,
 - or
 - (ii) disrupt any segment of the economy
- and
- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- 10) "Underwriters" shall mean DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyds.

INSURING CLAUSES

The Underwriters agree under the Master Policy, subject to the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein, to indemnify the Insured against:

- (a) all sums which the Insured shall become legally liable to pay as damages up to but not exceeding the Limits of Indemnity set forth in the Public Liability and Products Liability Sections and, in addition to the aforementioned Limits of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in the Public Liability and Products Liability Sections
- (b) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under the Public Liability or Products Liability Sections
- (c) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured at:
 - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

The indemnity provided by this Master Policy shall apply only to judgements of first instance against the Insured in the Courts of Law within England and Wales and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

PUBLIC LIABILITY SECTION

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

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

happening anywhere in the World during the Period of Cover set forth in the Evidence of Insurance and arising in the course of the Business only.

EXCLUSIONS

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

- 1) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents which are temporarily occupied by the Insured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:
 - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other Policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any Products after they have ceased to be in the custody or control of the Insured.
- 4) arising out of Pollution.
- 5) arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged or from professional services or treatment rendered by or on behalf of the Insured.

EXCESS

The Public Liability Section excludes the first GBP 500.00 of each and every claim made against the Insured for loss of or damage to third party Property and third party Bodily Injury.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed GBP 10,000,000.00 each Insured.

PRODUCTS LIABILITY SECTION

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

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

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

EXCLUSIONS

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

- 1) caused by any Products in the custody or control of the Insured.
- 2) arising out of Pollution.
- 3) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 4) for loss or damage arising from the failure of any Product to fulfil its intended function.
- 5) caused by or in connection with any Products to the knowledge of the Insured manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Insured in or for delivery or use in the United States of America or Canada.

EXCESS

The Products Liability Section excludes the first GBP 500.00 of each and every claim made against the Insured for loss of or damage to third party Property and third party Bodily Injury.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under this Section in respect of all claims against the Insured shall not exceed GBP 10,000,000.00 each Insured.

GENERAL EXCLUSIONS

The Underwriters shall not be liable under this Master Policy for:

- 1) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority.
- 2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) punitive or exemplary damages.
- 5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) liability in respect of the Road Traffic Act(s).
- 7) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured.
- 8) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of wrongful advice, design or specification when given by the Insured for a fee or in circumstances where a fee would normally be charged.
- 9) Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or Business of the Insured, irrespective of whether a fee is charged or not.
- 10) for any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under this Master Policy.
- 11) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- 12) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 13) (a) damages, direct or consequential, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (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 on account of Bodily Injury, property damage, personal

or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

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

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

- 14) any claim 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.
- 15) any claim which forms the subject of insurance by any other Policy. This Master Policy shall not be drawn into contribution with such other insurance.
- 16) Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Bodily Injury sustained by such person or anyone Closely Related to such person.

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

17) 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.

LMA3100

15 September 2010

GENERAL CONDITIONS

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

Notice given to the following persons is considered to be notice given to the Underwriters:

Woodgate and Clark Limited
The Red House, King Street, West Malling, Kent, ME19 6QT.
Tel (Claims): +44 (0)1732 520273 Tel (Out of Office): +44 (0)1732 520270
E-mail: newclaim@woodgate-clark.co.uk

- 2) The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Underwriters.
- 3) The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under this Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.
- 4) The Insured shall take all reasonable care to prevent accidents and act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) Notwithstanding anything contained in this Master Policy to the contrary this Master Policy may be cancelled by the Master Policyholder at any time by written notice or by surrender of this Master Policy to the Underwriters. This Master Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policyholder by delivering to the Master Policyholder or by mailing to the Master Policyholder by registered mail, at the Master Policyholder's address as shown in this Master Policy, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Master Policy shall terminate at the date and hour specified in such notice.

Notwithstanding the foregoing in the event of the cancellation of this Master Policy by the Master Policyholder or by or on behalf of Underwriters, the coverage under this Master Policy with respect to each Insured for the Period of Cover specified in the Evidence of Insurance issued to such Insured, where such Period of Cover incepted prior to the effective date of cancellation, shall continue until the natural expiry of such Period of Cover (unless notice is given to such Insured in accordance with Condition 7 hereof).

If this Master Policy shall be cancelled by the Master Policyholder or by or on behalf of the Underwriters, the Underwriters shall receive the earned premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 6) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in

connection with the making of a claim hereunder shall render this Master Policy in respect of such Insured null and void and all claims in respect of such Insured shall be forfeited.

- 7) The Underwriters will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that, irrespective of the number of parties indemnified hereunder, nothing in this Condition shall increase the liability of the Underwriters to pay any amount in respect of any one occurrence in excess of the amount stated as the Limit of Indemnity.
- 8) The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 9) The due observance of the terms, provisions and conditions of this Master Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Underwriters to make any payment under this Master Policy.
- 10) In the event of the name of the individual member, Syndicate, Racing Club or Company being removed from the register held by the Master Policyholder during the Policy Period for any reason whatsoever, the coverage in respect of the said individual member, or all members of the said Syndicate, Racing Club or Company or Partnership shall be cancelled from the time of such removal.
- 11) 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.
- 12) The Master Policyholder undertakes that premium will be paid in full to the Underwriters within 60 days of inception of this Master Policy.

Notwithstanding Condition 6 above, if the premium due under this Master Policy has not been paid to the Underwriters by the 60th day from the inception of this Master Policy, the Underwriters shall have the right to cancel this Master Policy by notifying the Master Policyholder via Weatherbys Hamilton LLP in writing. In the event of cancellation, the premium is due to the Underwriters on a pro-rata basis for the period that the Underwriters are on risk but the full Master Policy premium shall be payable to the Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Master Policy.

It is agreed that the Underwriters shall give not less than 15 days prior notice of cancellation to the Master Policyholder via Weatherbys Hamilton LLP. If the premium due is paid in full to the Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Master Policy shall automatically terminate at the end of the notice period.

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

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

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

MASTER/GROUP POLICY GENERAL TERMS AND CONDITIONS

The Master/Group Policyholder ("Master Policyholder") shall comply with the terms and conditions below.

The Underwriters recognise that the Master Policyholder may appoint an Administrator to administer certain functions of the Master/Group Policy ("Master Policy"). Notwithstanding the above, it remains the Master Policyholder's responsibility to ensure compliance with the terms and conditions set out below.

RETENTION AND PROVISION OF RECORDS

- 1.1 The Master Policyholder shall establish and maintain complete records relating to all Covered Parties in connection with the Master Policy, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the Master Policyholder shall provide to the Underwriters upon request copies of such records or documentation, or any other information as the Underwriters may reasonably require from time to time, relating to the Covered Parties.

SECURITY OF DOCUMENTS

- 2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the Underwriters, the Master Policyholder shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master Policy and ensure that any issuance or production of such documents by the Master Policyholder thereafter ceases.

CLAIMS, COMPLAINTS OR PROCEEDINGS

- 3.1 If the Master Policyholder is made aware by a Covered Party of a claim or complaint that the Covered Party wishes to make under the Master Policy, the Master Policyholder shall promptly inform the Covered Party of the arrangements established by the Underwriters for the making of claims or complaints (as applicable) and shall promptly notify to the Underwriters full details of the claim or complaint (as applicable);
- 3.2 Where the Master Policyholder is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the Underwriters, the Master Policyholder, arising out of the operation of or in connection with the Master Policy, the Master Policyholder shall promptly provide the Underwriters with full details of the same.

COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in the Master Policy, the Master Policyholder shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Covered Parties, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master Policy comply with such laws where applicable;
- 4.2 The Master Policyholder shall 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 Policyholder shall 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" shall include 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 Section 5:

“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 COVERED PARTIES

6.1 The Master Policyholder shall inform the Covered Parties of any changes to the Master Policy, which are relevant to the coverage provided to the Covered Parties, including cancellation or non-renewal of the Master Policy.

AUTOMATIC OR TACIT RENEWAL OF INSURANCES BOUND

7.1 The Master Policyholder must not take any steps which have the effect of committing the Underwriters to automatic or tacit renewal of any benefit provided to Covered Parties under the Master Policy unless otherwise agreed in writing in advance by the Underwriters.

PROMOTIONAL AND MARKETING MATERIAL

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

LICENSING

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

LMA5239

19 October 2015