



Riding Clubs Property Insurance

Call 01708 850000

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE. SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority.

SEIB
INSURANCE BROKERS.

Over 50 years of excellent service

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1 About Your Policy

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should to be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

Policy Introduction

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy

Please read the whole document carefully it is arranged in different sections It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your Coverholder/Broker immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not

Authorised Signatory
Aaron Crombie

Underwriting Director
Pen Underwriting (Delegated)

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service.

However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited Complaints 7th Floor Spectrum Building

55 Blythswood Street Glasgow G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk or write to:

Financial Services Compensation Scheme
7th Floor
Lloyd's Chambers Portsofen Street London
E1 8BN

Identity of Insurer

Markel International Insurance Company Limited:
Registered in England number 966670
Registered address: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

How to make a claim

To report any claims for all insured sections please contact:

SEIB Insurance Brokers Ltd
South Essex House
North Road
South Ockendon
RM15 5BE

Telephone: 01708 850000

Email: claims@seib.co.uk

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay
$$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$$
- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights
You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy
- 2) Our rights
We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address
- 3) Return of premium
If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no
 - 1) claims made under this Policy for which We have made a payment
 - 2) claims made under this Policy which are still under consideration
 - 3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

- 4) Certificate of insurance
If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

Claims (Action to be taken by You)

Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money
- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow
 - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
 - b) details of any other insurances on any Property hereby insured
 - c) all such proofs and information relating to the claim as may be reasonably required
 - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Our Rights)

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Protections

Not applicable to the Liability Section

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You

1.1) providing Us with any additional information requested by the required date(s)

- 1.2) completing any actions agreed between You and Us by the required date(s)
 - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider the Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

Pen's Data Protection Notice

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

SEIB's Data Protection Notice

Your privacy is important to SEIB. SEIB will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email dataprotection@seib.co.uk.

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business

management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

Special Categories Of Data

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled.

Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

Fraud Prevention

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Further Information

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to SEIB's Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB's Data Protection Officer.

Several Liability

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

General Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
 - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
 - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

Not applicable to Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
 - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
 - e) any chemical biological biochemical or electromagnetic weapon provided that
 - i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have
 - 1) undertaken to indemnify another party
 - 2) assumed liability which would not have attached in the absence of such contract
 - ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

Not applicable to Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups 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 occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
 - 2.2) other equipment or System for processing storing or retrieving data or
 - 2.3) computer software whether Your Property or not to
 - a) recognise correctly any date as its true calendar date
 - b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
 - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the
 - a) Material Damage Section in respect of Damage to Property insured directly caused by Specified Perils 1) – 5) and or 7) and or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder
 - b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
 - i) Bodily Injury to any person
 - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

Sanctions

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

Northern Ireland

Not applicable to the Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion

Cyber

This Policy does not apply to or include legal liability:

for loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

DEFINITIONS

These definitions shall apply to all sections of this policy unless stated otherwise here and/or in the separate sections of the Policy.

For the purposes of this Policy:

- | | |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company | 1. shall mean insurer as defined in the schedule. |
| Insured | 2. shall mean the firm, company or individual named in the Schedule. |
| Business | 3. shall mean the occupation of the Insured as stated in the Schedule and includes the ownership and maintenance of premises which are occupied by the Insured in the course of the business, the provision of canteen, social, sports and welfare organisations of the benefit of the Employees fire, first aid and ambulance services. |
| Policy | 4. shall mean and include: (a) All information provided to the Company as part of a proposal for issue/renewal or amendment of the insurance as set out in this document. (b) All terms, provisions, exclusions, conditions, sums insured, and limits of indemnity as set out in this document. (c) The schedule, notices and other documents as they arise. (d) All endorsements issued and incorporated in this document. |
| Period of | 5. shall mean the period specified in the Schedule and/or any other period agreed by the Insurance company. |
| Proposal | 6. shall mean any signed proposal form or declaration and/or any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefor whether at the time of acceptance or prior or subsequent thereto. |
| Property Insured | 7. shall mean Trailers, Trailer Caravans, Portable Jumps, Cups and Trophies, Dressage Boards, Markers, Stakes, Poles, Ropes, Public Address Systems, Marquees/Tentage and associated Contents, Starting Pistols, Timing Equipment and other like equipment, all other property of the Insured or in the Insured's care, custody or control. Saddlery, tack, buildings and motor vehicles are excluded. |
| DAMAGE | 8. in capital letters shall mean accidental loss or destruction of or damage from an insured risk to the Property Insured. |
| Property | 9. shall mean those items more specifically defined in 7 above. |
| Sums Insured/ Limits of Liability | 10. shall mean the limit (inclusive of costs and expenses) applicable to the relevant section of the policy as specified in the schedule and is the maximum amount payable by the Company |
| Deductible | 11. shall mean the first part of each and every loss which the Insured must bear after the application of the condition of Average, |
| Defined Peril | 12. shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft (to the extent specified in Extension 1 of Section 1), earthquake, storm, flood, escape of water from any tank, apparatus or pipe, or impact by any road vehicle or animal. (N.B. This definition applies in certain circumstances where mentioned in the Policy). |
| Insured Peril | 13. means any clause not otherwise excluded. |
| Territorial Limits | 14. shall mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. |

SECTION 1 - PROPERTY DAMAGE

IN THE EVENT OF:

- A) any of the Property Insured being accidentally lost, destroyed or damaged which occurs during the period of insurance and arising from an insured peril that is not otherwise subject to an exclusion.
- B) any motor vehicle belonging to any Committee Member, Accredited Official or Instructor whilst attending an official club activity suffering external visible damage caused directly or indirectly by a horse/pony or horse/pony drawn vehicle.

PROVIDED THAT the liability of the Company under this Section (including extensions hereto) during any one Period of Insurance shall not exceed the appropriate Limit of Liability stated in the Schedule (or such other Limit of Liability as may hereafter be agreed to in writing by the Company) at the time of the loss, destruction or damage.

IT IS AGREED THAT in consideration of the Limit(s) of Liability not being reduced by the amount of any claim or claims arising from any one event the Insured shall pay the appropriate extra premium on the amount of such claim or claims from the date thereof to the date of the expiry of the Period of Insurance.

Extensions (applicable to Section 1)

- Theft**
- 1. The insurance provided by this Extension shall mean and is restricted to
 - 1.1 DAMAGE as a result of theft
 - a) involving forcible and violent entry into or exit from the buildings of the Premises or any attempt thereat, or
 - b) following violence or threat of violence against the Insured or any director, partner or employee of the Insured.
- Provided always that this Extension does not cover loss, destruction or damage:-
- a) to jewellery, precious stones, bullion, furs, curiosities
 - b) where any member of the Insured's household or any director or partner of the Insured is concerned as principal or accessory
 - c) to movable property in the open or in any open sided building
 - d) in respect of Buildings which are empty or not in use
 - e) to cigars, cigarettes and tobacco for a sum in excess of GBP 250
 - f) to beers, wines or spirits for a sum in excess of GBP 250
 - g) to works of art or rare books for a sum in excess of GBP 1,000 for any one work of art or rare book and provided further that this Extension shall not apply at night or whenever the Premises are closed for business unless:
 - 1. all protections existing at the commencement date of this Policy or subsequently fitted at the request of the Company are maintained in proper working order and put into operation
 - 2. the keys for such protections and the keys of any safes containing any of the Property Insured are removed from the Premises.
- Reinstatement**
- 2. In the absence of written notice by The Company or the Insured the Sums Insured or Limits of Liability will not be reduced by the amount of any Damage and the Insured will continue to be liable for the full premium until the Policy expires.
- Motor Vehicles**
- 3. Motor Vehicles and their contents more specifically insured are excluded from this insurance except as regards any excess beyond the amount recoverable under such more specific insurance.
- Designation**
- 4. For the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.
- Mortgagees and Other Interests**
- 5. The interest of
 - 5.1 any freeholder, mortgagee or lessor is noted in the insurance provided by this Section on Buildings
 - 5.2 any other party supplying property to the Insured under a hiring, leasing or similar agreement is noted in the insurance provided by this Section on Contents other than Stock.And in the event of any claim hereunder the nature and extent of any such interest shall be disclosed.
- Reinstatement**
- 6. The basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost, destroyed or damaged. For this purpose **Reinstatement** shall mean
 - 6.1 the rebuilding or replacement of property lost or destroyed which, provided the liability of the Company is not increased, and to a condition equal to but not better or more extensive than its condition when new, may be carried out in any manner suitable to the requirements of the Insured and/or upon another site
 - 6.2 the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when newProvided always that:-

- a) Each item of Property Insured under this Policy is declared to be separately subject to the following condition of average.
If at the time of DAMAGE the sum representing 85% of the cost which would have been incurred in Reinstatement if the whole of the Property Insured had been destroyed, exceeds the sum insured thereon, then the Insured shall be considered as being its own insurer for the difference between the sum insured and the sum representing the cost of Reinstatement and the whole of the Property Insured and shall bear a rateable proportion of the loss accordingly.
- b) the liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- c) no payment beyond the amount which would have been payable in the absence of this Extension shall be made
 - 1. unless reinstatement commences and proceeds without unreasonable delay
 - 2. until the cost of reinstatement shall have been actually incurred
 - 3. if the Property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- d) all the terms and conditions of this Section shall apply
 - 1. in respect of any claim payable under the provisions of this Extension except in so far as they are varied hereby
 - 2. where any claim is payable as though this Extension had not been incorporated.

Non-Invalidation 7. Notwithstanding the provisions of General Condition 5 the insurance provided by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased, unknown to or beyond the control of the Insured, provided that the Insured, immediately they become aware thereof shall give notice to the Company and pay an additional premium if required.

Purchaser's Interest 8. If at the time of DAMAGE the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such DAMAGE, shall be entitled to the benefit of this Section so far as it relates to such DAMAGE without prejudice to the rights and liabilities of the Insured or the Company under this Section up to the date of completion.

Subrogation Waiver 9. In the event of a claim arising under this Section, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against any company standing in the relation of holding company or subsidiary to the Insured or any company which is a subsidiary of a holding company of which the Insured are themselves a subsidiary in each case as defined by legislation current at the time of the DAMAGE.

EXCLUSIONS (applicable to Section 1)

Section 1 does not cover:

1. DAMAGE caused by or consisting of:
 - 1.1 Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, or DAMAGE to any property resulting from its own faulty or defective design or materials
 - 1.2 Faulty or defective workmanship, operational error or omission, on the part of the Insured or any employees of the Insured but only in respect of the work in progress or that part of the property being worked upon
 - 1.3 the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - 1.4 Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded
2. DAMAGE caused by or consisting of:
 - 2.1 Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - 2.2 Change in temperature, colour, flavour, texture or finish
 - 2.3 theft or attempted theft other than to the extent provided by Extension 1 of Section 1
3. DAMAGE consisting of:
 - 3.1 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - 3.2 mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude
 - a) such DAMAGE resulting from a cause not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
 - b) Subsequent DAMAGE which itself results from a cause not otherwise excluded
4. Loss or destruction or DAMAGE caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by
 - a) pollution or contamination which itself results from a Defined Peril
 - b) a Defined Peril which itself results from pollution or contamination
5. DAMAGE caused by or consisting of:
 - 5.1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - 5.2 normal settlement or bedding down of new structures
 - 5.3 acts of fraud or dishonesty (other than to the extent provided by Extension 1 of this Section)
 - 5.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
6. Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril in so far as it is not otherwise excluded
7. DAMAGE in respect of movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
8. DAMAGE to any Property Insured
 - 8.1 Caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - 8.2 (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
9. DAMAGE
 - 9.1 caused by freezing
 - 9.2 caused by escape of water from any tank, apparatus or pipe
 - 9.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation in respect of any building which is empty or not in use
10. DAMAGE to
 - 10.1 jewellery, precious stones, bullion, furs, curiosities
 - 10.2 glass (other than by fire or explosion), china, earthenware, marble or other fragile or brittle objects
 - 10.3 computers and data processing equipment other than such DAMAGE caused by a Defined Peril in so far as it is not otherwise excluded
11. DAMAGE to
 - 11.1 Property Insured in transit
 - 11.2 vehicles licensed for road use (including accessories thereon), railway locomotives, rolling stock, watercraft or aircraft

- 11.3 Property Insured in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - 11.4 land, piers, jetties, bridges, culverts or excavations
 - 11.5 livestock, growing crops or trees
- 12. Property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies
 - 13. Any property more specifically insured by or on behalf of the Insured
 - 14. Economic and/or Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section
 - 15. The amount specified in the Schedule to this Policy in respect of each separate Premises or transit as ascertained after the application of any condition of average (underinsurance).
 - 16. DAMAGE to Insured Property left in unattended vehicles unless kept in the locked boot or if in an estate car kept out of sight with the vehicle being fully locked and all windows secured.
 - 17. Non-return of Property Insured unless stolen from the person/organisation hiring or borrowing the Property Insured.

Special Conditions (applicable to Section 1)

- Unoccupied Buildings – Restriction of cover**
1. In all circumstances where any insured Premises are empty for a period of more than 30 days then cover is restricted to the following perils:
 1. **FIRE**
 - (i) Fire consequent upon explosion;
 - (ii) Explosion consequent upon Fire on the Premises insured;
 - (iii) Explosion of domestic boilers and/or gas used for domestic purposes or for Heating and/or lighting.
 2. **LIGHTNING**
 3. **EXPLOSION**
Excluding
 - (i) Damage by explosion (other than Damage by fire resulting from explosion) from the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machines or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured;
 - (ii) Damage to vessels, machinery or apparatus or their contents resulting from their explosion.
 4. **AIRCRAFT** and other aerial devices or articles dropped from them.
 5. **EARTHQUAKE** shock, Fire directly or indirectly caused by Earthquake, Subterranean fire.

Warranties

(N.B. Nothing contained in these clauses shall increase the Company's liability to pay any amount in excess of that shown as the Sums Insured/Limit of Liability stated in the Schedule of this Policy)

- Intruder Alarm**
1. It is warranted that in relation to any alarm required under the terms of this Policy or the Schedule the Insured will
 - a) Ensure the alarm is installed in accordance with the manufacturer's specification and any other specifications of the Company and no alteration or variation of the system or any structural alteration to the Risk Address which would affect the system shall be made without the written consent of the Company
 - b) Ensure that the alarm is in full and efficient working order at all times and serviced under the manufacturer's maintenance contract and any other maintenance requirements of the Company. Any defects arising during the Period of this Policy must be addressed immediately. Should any defect arise The Company must be notified immediately
 - c) Ensure that the alarm is tested and set whenever the alarmed portion of the Risk Address is closed for business or not attended by the Insured or any competent adult authorised by the Insured to be responsible for the security of the premises
 - d) Notify the Company immediately of any disconnection or failure of, or downgrading of police response to, the alarm likely to leave any area unprotected.

The Company shall not be liable for losses occasioned by theft subsequent to the Insured receiving a written notification:

- i) from an intruder alarm company that the maintenance is suspended or
- ii) from the relevant police authority that alarm signals from the premises will no longer be answered.

Electrical Certificate

The insurance by this Policy will not be invalidated by any defect in the said alarm or installation due to circumstances beyond the control of the Insured arising after the alarm has been properly set

- Automatic Fire Alarm and Installations**
2. It is warranted that if there is an alarm in situ, then the Insured will
 - a) Ensure the alarm is installed in accordance with the manufacturer's specification and any other specifications of the Company and no alteration or variation of the system or any structural alteration to the Risk Address which would affect the system shall be made without the written consent of the Company
 - b) Ensure the alarm be in full and efficient working order at all times and serviced under the manufacturer's maintenance contract and any other maintenance requirements of the Company.
Any defects arising during the Period of this Policy must be addressed immediately. Should any defect arise The Company must be notified immediately
 - c) Ensure the alarm be tested at least once every 6 months, and retain all relevant record details of alarms, faults, test, maintenance and disconnection and keep the said records available for examination by The Company or its representative.
 - d) Notify The Company immediately of any disconnection or failure of the alarm likely to leave any area unprotected.

Fire Extinguishing Appliances and/or Sprinkler Installations

3. It is warranted in respect of Property Insured being protected by an automatic sprinkler installation and/or ordinary fire extinguishing appliances, in accordance with details lodged with the Company, the Insured shall ensure that the undernoted work is carried out
 - a) In respect of an automatic sprinkler installation
 - i) the said installation shall be maintained in full working order during the currency of this insurance

- ii) a test shall be made every week for the purpose of ascertaining that the alarm is in working order and that the stop valves controlling the water supplies of the installation are fully open
 - iii) quarterly or half yearly tests shall be made if required by the Company for the purpose of ascertaining that each water supply is in order and the particulars of each test will be recorded
 - iv) any defect whether revealed by such tests or otherwise shall be remedied immediately
 - v) notice shall be given immediately to the Company should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause.
- b) In respect of ordinary fire extinguishing appliances
- i) an inspection of the appliances shall be made regularly for the purposes of ascertaining that they are maintained in proper working order
 - ii) any defect shall be remedied promptly whether disclosed by any such inspection or otherwise

In respect of sprinkler leakage cover the following conditions apply:

- A. the Insured shall at all times take reasonable steps to prevent frost and other damage to the automatic sprinkler installation in so far as his responsibility extends to maintain the installation and will maintain the automatic external alarm signal in efficient working order
- B. in the event of any discharge or leakage the Insured shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the insured property
- C. whenever it is the intention to make any changes, repairs or alterations to the installation the Insured shall give written notice to the Company and obtain their permission in writing
- D. the Company shall have access to the Risk Address at all reasonable times for the purposes of inspection and if the Company shall notify the Insured of any defects in the condition of the installation the Company may at their option suspend sprinkler leakage cover until the defects have been remedied and approved by the Company.

Fire Break Doors and Shutters

5. It is warranted that all fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

Heating and Lagging

6. It is warranted (in respect of destruction or damage caused by bursting or overflowing of water tanks, apparatus or pipes) all water tanks, apparatus or pipes shall have been adequately lagged by a qualified plumber and/or that heating apparatus in the Premises shall be controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the building drops to 4 C
7. It is warranted that the Premises shall have been inspected by an electrical contractor who is a member of the Institute of Electrical Engineers and the maximum period between inspections shall be in accordance with current electrical Regulations. Any faults revealed by such inspection shall have been or (in relation to future inspections) shall be immediately rectified.
The Insured shall produce a certificate confirming the above to the Company within a period of 30 days of being so requested.

Portable Heaters Exclusion

8. It is warranted that the Insured shall not use portable heating appliances of any kind.

Protection Maintenance

9. It is warranted that all security devices provided for the protection of the insured property shall be maintained in good working order at all times and shall be brought into use at all times when the Premises are closed for business or left unattended.
The insured agrees that no such protection shall be withdrawn or varied without the prior written consent of the Company.

Statutory Requirements

10. It is warranted that the Insured shall comply with all statutory requirements concerning the inspection of machinery and equipment

Stillage

11. It is warranted that all stock shall be stored on stillages or racks at least 6 inches clear of floor level.
In respect of loss, destruction or damage by storm, flood, bursting or overflowing or water tanks, apparatus or pipes and water accidentally discharged or leaking from any automatic sprinkler installation there shall be no cover under this insurance for any stock which is not so stored.

Unoccupied Buildings Warranty

12. It is warranted that
- a) Whenever any of the buildings of the Premises become unoccupied or when a previously occupied building or part of the building has been unoccupied and is once again occupied immediate notice in writing shall be given to the Company and a suitable additional premium paid if required.
 - b) The Insured and /or the Insured's Agent shall visit unoccupied premises weekly and shall ensure that all water supply systems are drained and electrical and gas supplies are switched off, unless otherwise instructed in writing by the Company, and that all letterboxes and openings are sealed. Any defects revealed by these inspections shall be remedied immediately.

Our promise of service

We promise to ensure your claims are dealt with as speedily and as fairly as possible and that your insurance is placed with reliable insurers.

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