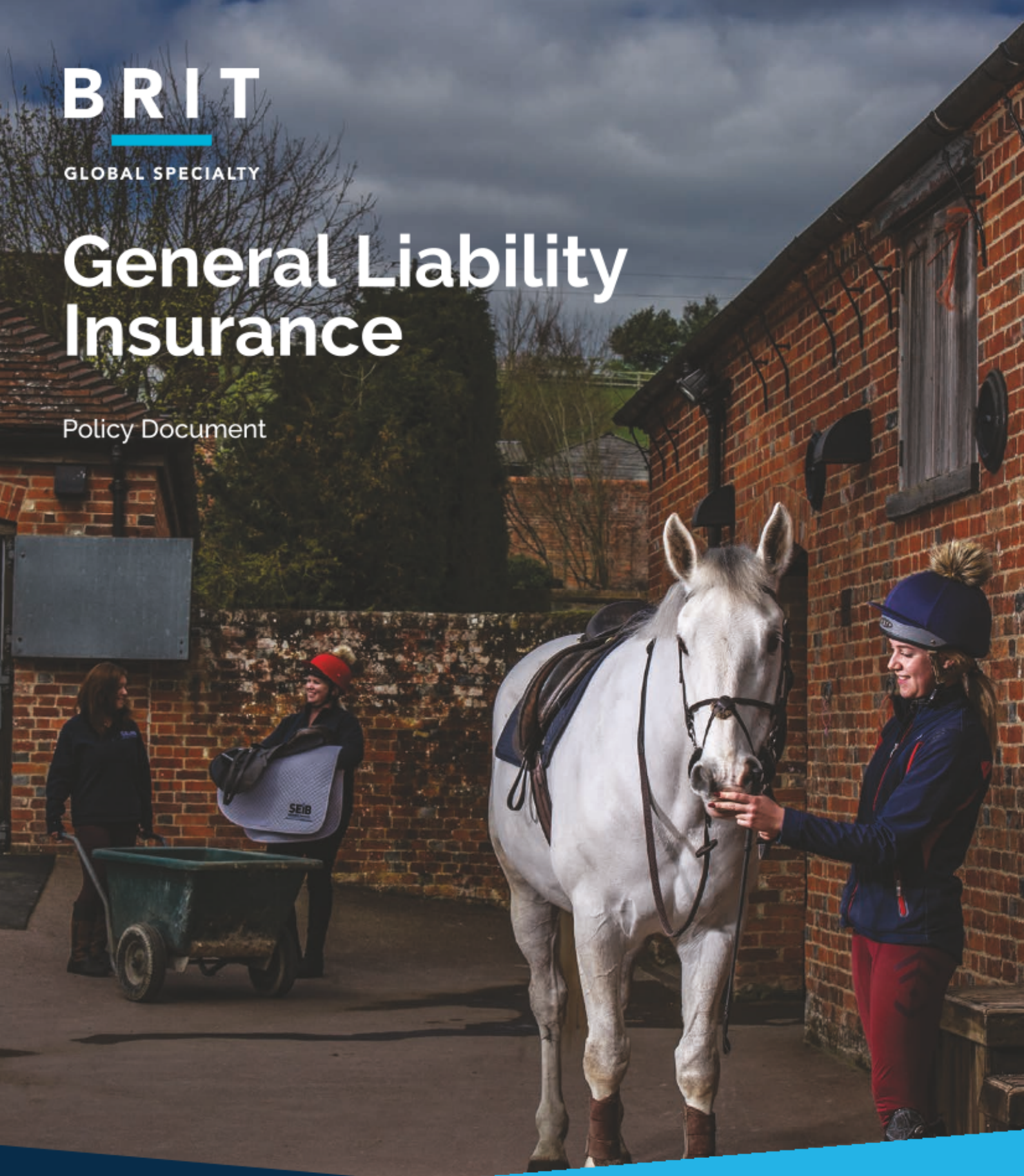


BRIT

GLOBAL SPECIALTY

General Liability Insurance

Policy Document



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INSURANCE BROKERS.

Over 50 years of excellent service

About Your Policy

This Policy has been prepared in accordance with **Your** instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its limits, terms, conditions and Exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **Schedule** which states who the **Insured** is, the **Business** being covered and other particulars, such as the **Period of Insurance** and details of which Sections of the Policy are operative. It also shows such details as the occurrences insured, Limits of Liability and matters and amounts for which **You** are responsible;
- **Definitions** which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Sections** of the Policy which give precise details of the cover being provided;
- the **Extension to all/Specified Sections** of the Policy detail the extensions provided to the coverage under the Sections;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- any **Endorsements** which might apply to the Policy or individual Sections and which incorporate Extensions, limitations, amendments and such like.

You should immediately notify the **Insurer** via **Your** insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate **Schedules** and/or Endorsements which **You** should file with the Policy. **You** should refer to these **Schedules** and/or Endorsements and the Policy to ascertain precise details of cover currently in force.

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General Liability Insurance

Policy Document

General Insuring Clause

This SEIB General Liability Insurance Policy Contract is underwritten by the **Insurer** in consideration of the payment of premium. The **Insurer** agrees to provide insurance in accordance with the terms and conditions of this Policy during the **Period of Insurance**. The **Insurer** has relied on there being a fair presentation of the risk, including the accuracy of all information provided and representations made by or on behalf of the **Insured** in the application of this insurance, which shall include the proposal form and all written materials provided in support thereof.

Where insurance is provided by more than one insurer, the insurers' obligations under this Policy in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. The insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason do not satisfy all or part of its obligations.

This Policy wording, the Market Reform Contract/**Schedule** and any Endorsements or Memoranda, including any documents issued in addition or substitution thereof, shall be considered one document containing the legal agreement between the **Insured** and the **Insurer**. Any word or expression to which a specific meaning is attached shall bear such meaning wherever it appears.

Definitions

These Definitions are applicable to the whole Policy or, where specifically stated, to a particular Section of the Policy. Wherever the following words appear bold in italics starting with a capital letter, they will import the same meaning as defined here.

Where the context requires,

- a) words importing the singular shall include the plural and vice versa;
- b) references to persons include bodies corporate or unincorporated;
- c) words importing any gender shall include all genders;
- d) reference to any statute or statutory provision and orders or regulations thereunder shall include a references to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy; and
- e) reference to any statutory or other body shall include the successor to that body.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

A

Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Act of Terrorism

means act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Additional Insured

means:

- 1 the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured** for which the **Insured** would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the **Insured**;

- 2 the officers, committees and members of the **Insured's** canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;
- 3 any director or partner or employee of the **Insured** in respect of private work undertaken by any **Person Employed** for such director or partner or employee with the prior consent of the **Insured**;

each of whom shall as though the **Insured** be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

But only to the extent of legal liability in respect of which the **Insured** would have been entitled to indemnity under this Policy if the claim, for which indemnity is sought, had been made against the **Insured** and subject to all to the limits, terms, conditions and exclusions contained in this Policy.

Animal

means any horse, donkey, mule, ass or jennet used in connection with the **Business** and shall include any dog, cattle, sheep or any other animal used in connection therewith provided that the use of such other animal is incidental to the **Insured's** main **Business** specified in the **Schedule**.

B

Business

means the business described in the **Schedule** and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The Business shall include:

- 1 ownership, maintenance and repair of property occupied by, or leased to the **Insured**;
- 2 the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**;
- 3 fire and security services maintained solely for the protection of premises owned or occupied by the **Insured**;
- 4 private work undertaken by any **Person Employed**, for any director or partner or employee of the **Insured** with the prior consent of the **Insured**;

- 5 participation in exhibitions held within the **Territorial Limits**;
- 6 project supervision where the **Insured** acts in the capacity of project supervisor in the course of the Business described in the **Schedule**, by virtue of the requirements of any **Health and Safety Legislation**.

C

Contract Works

means permanent and temporary works completed or in the course of completion by, or on behalf of the **Insured** in the performance of the contract entered into by the **Insured**. Contract Works shall include all materials, plant, tools, equipment, temporary works or temporary buildings used in connection such work.

D

Damage

means physical damage and/or physical loss.

E

Event

means any one occurrence or all occurrences of a series consequent on, or attributable to, one source or originating cause.

Equine Activities

means the mounting and dismounting and riding of a horse.

Excess

means the amounts specified in the **Schedule**, which the **Insured** shall pay in respect of all damages, compensation, claimant's costs, **Legal Costs** and expenses before the **Insurer** shall be liable to make any payment.

H

Health and Safety Legislation

means:

- 1 the Health and Safety at Work etc Act 1974 and any amending and/or subsequent legislation;
- 2 the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

Humane Destruction

means:

- 1 that the **Animal** incurs an injury or is afflicted with an excessively painful disease and an experienced veterinary surgeon appointed by the **Insurers** shall first have given a certificate that the suffering of the **Animal** is incurable and so excessive that the immediate destruction is imperative for humane reasons; or
- 2 that the **Animal** incurs an injury and an experienced veterinary surgeon appointed by the **Insurers** shall first have given a certificate that the suffering of the **Animal** is incurable and so excessive that the immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by the **Insurers**.

I

Injury

means bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

Insured/You/Your

means the Insured as stated in the **Schedule**.

Insurer/We/Us/Our

means Brit Syndicate 2987 at Lloyd's.

Insured member

means the stated categories and/or types of members of the association shown as insured in the **Schedule**, including the legal or personal representatives of the insured member in respect of any claim under this policy incurred on behalf of the insured member.

L

Legal Costs

means:

- 1 costs of legal representation at:
 - A any Coroner's Inquest or Fatal Accident Inquiry;
 - B proceedings in any court arising out of any alleged breach of statutory duty;
- 2 all other costs and expenses in relation to the defence, investigation or settlement of any claim.

Limit of Liability

means

- 1 Policy limit of liability stated in the **Schedule**, and/or
- 2 each **Event** limit;

M

Market Value

means the price at which the ownership of the **Animal** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell any both having reasonable knowledge of relevant facts.

N

Nuisance

means nuisance, trespass or interference with any:

- 1 easement;
- 2 right of air;
- 3 right of light;
- 4 right of water;
- 5 right of way.

O

Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, including but not limited to any offshore rig or platform, until disembarkation onto land upon return from such installation.

P

Pathogenic Organism

includes but is not limited to:

mould, fungi or their spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above, whether toxic or otherwise.

Period of Insurance

means the period as stated in the **Schedule**.

Person Employed

means any:

- 1 person under a contract of service or apprenticeship with the **Insured**;
- 2 labour master or labour-only subcontractor or person supplied by any of them;
- 3 self-employed person;
- 4 person hired to or borrowed by the **Insured**;
- 5 person undertaking study or work experience;
- 6 person supplied to the **Insured** under a contract or agreement, the terms of which deem such person to be in the employment of the **Insured**;
- 7 voluntary worker or temporary worker;
- 8 driver under Construction Plant-hire Association conditions;

while working under the control of the **Insured** in connection with the **Business**.

Personal Injury

Injury arising from false arrest; detention or imprisonment; malicious prosecution; wrongful entry or eviction or invasion of the right of privacy.

Pollution or Contamination

means actual discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and **Waste** at any time on to buildings and structures, atmosphere, surface water or groundwater, as a direct result of the **Insured's Business**. Pollution or Contamination shall include all **Damage** or **Injury** directly or indirectly caused by such by such Pollution or Contamination.

Products

means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the **Insured** and no longer in the possession or under the control of the **Insured**; but shall not include food or drink for consumption on the premises of the **Insured** or at any other premises where the **Insured** is conducting the **Business**.

Property

means tangible property.

Proposal

means any information supplied by the **Insured** in connection with this Insurance and any declaration made in connection therewith.

R

Related Equine Activities

means all equine activities and any additional activities directly related to the undertaking of equine activities including:

- A** saddling and tack;
- B** reasonable unskilled care and maintenance of any horse's welfare;
- C** maintenance and care.

S

Schedule

means the document headed 'Schedule' attaching to and forming part of this Policy.

T

Territorial Limits

means:

- 1** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and Member States of the European Union;
- 2** elsewhere in the world, excluding any country or territory which operates under the law of the United States of America or of Canada, in connection with any **Event** arising out of **Products**.

V

Veterinary Surgeon

means a veterinary surgeon registered with the Royal College of Veterinary Surgeons.

W

Waste

means all waste including materials to be recycled, reconditioned or reclaimed.

Y

You/Your

means the **Insured** as stated in the **Schedule**.

Section 1

Employers' Liability

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of **Injury** caused to any **Person Employed** during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in the **Business**;
- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurer** in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

Limit of Liability

Irrespective of:

- 1 the number of parties and/or entities entitled to indemnity;
- 2 the number of claimants;

the total amount payable by the **Insurer** under this Section including all Extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one **Event** shall not exceed the **Limit of Liability** specified in the **Schedule** for Employers' Liability.

This Section provides cover against legal liability for damages, claimant's costs and expenses and **Legal Costs** in respect of **Injury** sustained by **Persons Employed** caused as a result of **Act of Terrorism** during the **Period of Insurance** within the **Territorial Limits** up to a limit of £5,000,000 in respect of any one **Event**.

Extension to Section 1

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Contractual Liability

Notwithstanding **General Exclusion 2**, **Contractual Liability**, this Section will indemnify the **Insured** against liability, of the nature covered under this Section, assumed by the **Insured** under terms of a contract or agreement, which would not have attached in the absence of such contract or agreement, provided that such term(s) does not indemnify a party for or relieve a party from liability for its own negligence or breach of statutory duty.

2 Temporary overseas visits

The **Insurer** will indemnify the **Insured** and/or **Additional Insured** against legal liability in respect of **Injury** sustained in connection with the **Business** while temporarily outside the **Territorial Limits** during the **Period of Insurance** provided that:

- A such temporary business trip outside the **Territorial Limits** do not exceed a period of three (3) months; and
- B the **Insured** and/or **Additional Insured** is domiciled within the **Territorial Limits**.

This extension shall not apply directly or indirectly with respect to liability:

- i) arising out of, from or in connection with any country or territory which operates under the laws of the United States of America or of Canada;
- ii) manual work carried out outside the **Territorial Limits**.

3 Unsatisfied Court Judgements

If a judgement for damages is obtained in any court within in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man:

- A by any **Person Employed** or the personal representatives of any **Person Employed** in respect of **Injury** caused to that **Person Employed** during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**; and

- B** against any individual or company, not insured under this Section, operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- C** which remains unsatisfied in whole or in part 6 (six) months after the date of such judgement;

then, at the request of the **Insured**, the **Insurer** will pay to the **Person Employed** or the personal representatives of the **Person Employed**, the amount of such damages and awarded costs that remain unsatisfied, provided that:

- i)** any payment made by the Insurer shall only be in respect of liability for which the company or individual, under **3.B** above, would have been entitled to indemnity had such company or individual been insured under this Section; and
- ii)** there is no appeal outstanding; and
- iii)** if any payment is made under the terms of this Extension, the **Person Employed** or the personal representatives of the **Person Employed** shall assign the judgement to the **Insurer**.

Exclusions to Section 1

This Section will not apply to legal liability in respect of:

1 Medical and Repatriation Costs

- A** medical costs or medical expenses;
- B** repatriation costs or repatriation expenses;

incurred by any **Person Employed** whilst outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2 Offshore Work

Injury sustained by any **Person Employed Offshore**.

3 Road Traffic Legislation

Injury for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation.

Section 2

Public Liability

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
 - A **Injury** to any person;
 - B **Damage to Property**;
 - C **Nuisance**;
 - D **Personal Injury**;occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**;
- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Limit of Liability and Legal Costs

- 1 Irrespective of:
 - A the number of parties and/or entities entitled to indemnity;
 - B the number of claimants;the total amount payable by the **Insurer** under this Section and all Extensions in respect of any one **Event** shall not exceed the **Limit of Liability** specified in the **Schedule** for Public Liability.
- 2 **Legal Costs** payable by the **Insurer** shall be paid in addition to the **Limit of Liability** unless otherwise stated provided always that:
 - A if a payment of damages and/or claimant's costs and expenses exceeding the **Limit of Liability** has to be made to dispose of any claim;and
 - B the **Insurer** is liable to pay **Legal Costs** in addition to the **Limit of Liability**;

the liability of the **Insurer** for such **Legal Costs** shall be limited to such proportion as the **Limit of Liability** bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and **Legal Costs** in respect of Injury sustained by any person, other than a **Person Employed**, and **Damage to Property** directly or indirectly caused by, or contributed to by, or arising from **Act of Terrorism** occurring during the **Period of Insurance** within the **Territorial Limits** up to a limit of £2,000,000 in respect of any one **Event** or the amount of the **Limit of Liability** as stated in the **Schedule**, whichever is the lower.

Extensions to Section 2

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Animals under the insured's care custody and control

This Section is extended to indemnify the **Insured** in respect of liability, for injury, illness or disease (fatal or non-fatal) to **Animals** in the care, custody or control of the **Insured** or the **Insured's Person Employed** within the United Kingdom, Northern Ireland, and the Channel Islands.

The **Insurer** shall not be liable for:-

- A intentional slaughter except where the **Insurer** has agreed in writing to the destruction or where a **Veterinary Surgeon** has certified that destruction is imperative for humane reasons. In such cases the **Insurer** shall have the right to a post mortem examination carried out by a **Veterinary Surgeon**;
- B Injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the **Insured** or **Insured's Person Employed**;
- C any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick **Animal**, for a period not exceeding 12 months;
- D Injury to any mare occurring whilst said mare is:
 - i) being covered by a stallion;
 - ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place;
 - iii) at stud and injury is directly attributable to the mare being in foal.

- E. injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by the **Insured** or **Insured's Person Employed** unless under the direction of a qualified **Veterinary Surgeon**.
- F. injury, illness or disease to any **Animal** owned by the Insured or any member of the **Insured's** family.

The liability of the **Insurer** under this extension in respect of any one claim or number of claims arising out of any one cause shall not exceed the **Limit of Liability** stated in the **Schedule** in any one **Period of Insurance**.

2 Contingent Motor Liability

Notwithstanding **Exclusion 7** of **Section 2**, the **Insurer** will indemnify the Insured and no other against legal liability arising out of the use in the course of the **Business** of any mechanically-propelled vehicle not the property of nor provided by the **Insured**.

This Extension will not apply to legal liability:

- A arising while such vehicle is being driven by the **Insured** or **Additional Insured**;
- B in respect of loss of or **Damage** to such vehicle or to any **Property** conveyed therein;
- C arising out of the use of any such vehicle owned or provided by any principal for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- D arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- E in respect of which the **Insured** is entitled to indemnity under any other insurance.

3 Data Protection Act

The **Insurer** will indemnify the Insured and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** against legal liability for **Injury** arising under Section 13 of the Data Protection Act 1998 or any subsequent amending or substitution legislation. For the purposes of this Extension damage and/or distress within the meaning of such Act shall be deemed to be **Injury**, provided that the **Insured**:

- A is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn;
- B has taken all reasonable care to comply with the requirements of such Act.

This Extension will not apply to:

- i) the costs of replacing, reinstating, rectifying or erasing data;
- ii) legal liability arising from, or caused by any deliberate act or omission of the **Insured** or any person entitled to indemnity, if the result thereof could reasonably have been expected by the Insured or such other person having regard to the nature and circumstances of such act or omission;
- iii) the payment of fines or penalties;
- iv) claims arising out of circumstances notified to previous insurers or known to the **Insured** at the inception of this Policy;
- v) legal liability in respect of which indemnity is provided by any other insurance.

4 Defective Premises Act

In so far as this Section indemnifies the **Insured** against legal liability in respect of **Injury** or **Damage to Property**, such Section shall apply to legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the **Insured**.

This Extension will not apply to legal liability:

- A for the costs of remedying any defect or alleged defect in premises disposed of by the **Insured**;
- B in respect of which the **Insured** is entitled to indemnity under any other insurance.

5 Extended indemnity

The Section is extended to indemnify the **Insured**, **Additional Insureds** and/or any rider who has been provided cover under this policy with the **Insured's** prior written consent, for legal liability to pay damages, including claimant costs recoverable from the **Insured**, as a result of **Injury**, **Damage to Property**, **Nuisance** or **Personal Injury** that occurs whilst riding for personal purpose and pleasure on a horse belonging to or in the care custody and control of the **Insured**.

However, this extension shall not cover liability that rises out of the above where a fee has been charged and such use is in connection with the **Business**.

6 Forestry commission and Ministry of Defence

The **Insurer** will indemnify the **Insured** under any agreement between the **Insured** and the Forestry Commission and/or the Ministry of Defence in respect of liability assumed under the terms of the agreement provided that the **Insurer** shall not be liable for:

- A liquidated damages, fines or penalties,
- B damage to any **Contract Works**,
- C damage to materials, plant or equipment used in performance of the contract by the **Insured**, their principals or subcontractors.

It is a condition precedent to cover under this extension that the **Insured** does not, without specific prior written agreement by the **Insurer**, agree to any term of any contract or agreement which restricts, reduces or waives the **Insured's** or the **Insurer's** right of recovery from any other party. When such prior written agreement is requested by the **Insured**, the **Insurer** shall be entitled to:

- A charge an additional premium and/or
- B request that **Insured** seek to renegotiate its contract to omit entirely such term(s) and/or
- C exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s) and/or
- D apply a net contribution limit to the **Insurer's** indemnity in respect of the relevant project.

7 Horses under the insured's care custody and control

In the event of for injury, illness or disease (fatal or non-fatal) to **Animals** in the care, custody or control of the **Insured** within the Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the **Insurer** agrees to indemnify the **Insured** in respect of the **Insured's** legal liability up to the **Market Value** of the **Animal**.

Provided that the liability of the **Insurer** for all damages payable by the **Insured** under this section in respect of all claims against the **Insured** arising out of occurrences happening during the **Period of Insurance** set forth in the **Schedule** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this section.

The **Insurer** shall not be liable for:

- A intentional slaughter except where the **Insurer** has agreed to the destruction or where a veterinary surgeon has certified that the **Humane Destruction** is imperative for humane reasons. In such cases the **Insurer** shall have the right to a post mortem examination carried out by a Veterinary Surgeon,
- B injury, illness or disease directly or indirectly caused by or arising from any malicious or willful act of the **Insured** or any **Person Employed** of the **Insured**.
- C any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick **Animal** for a period not exceeding 12 months,
- D injury to any mare occurring whilst said mare is:
 - i) being covered by a stallion;
 - ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place;
 - iii) at stud and injury is directly attributable to the mare being in foal.
- E injury, illness or disease directly or indirectly arising out of the administration of any medicament or treatment by the **Insured** or any **Person Employed** of the **Insured** unless under the direction of a veterinary surgeon.
- F injury, illness or disease to any horse or pony owned by the **Insured** or any member of the **Insured's** family.

8 Landowners indemnity

In the event the **Insured** organises events or other activities on land not owned by the **Insured**, the **Insurer** will indemnify the landowner on whose land such events or other activities are held or over whose land such events or activities pass or are accessed by, in the same manner as the **Insured** provided that the **Insured** ensures that the landowner shall observe the terms, conditions, and exceptions of this policy.

9 Member to member

Unless indemnity is provided by any other insurance, the **Insured** is deemed to include the individual members of the insured riding club, riding school or equestrian centre who shall be indemnified as if a separate policy has been issued to each member provided that the **Insurer** will not be liable in the aggregate for any amount in excess of the **Limit of Indemnity** stated in the **Schedule**.

10 Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** and the accompanying spouse of the director or partner of the **Insured** or **Person Employed** against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business** provided that the **Insurer** shall not be liable in respect of any liability arising directly or indirectly out of or in connection with:

- A any country or territory which operates under the law of the United States of America or of Canada; or
- B any liability arising out of the ownership or occupation of land or buildings; or
- C manual work carried out during temporary visits outside the **Territorial Limits**; or
- D in respect of which indemnity is afforded by any other insurance.

11 Crisis Management Costs

If an **Event** occurs during the **Period of Insurance** which results or could result in adverse publicity likely to damage the **Insured's** brand or reputation, the **Insurer** will pay the reasonable costs necessarily incurred by the **Insured**, with the **Insurer's** prior written consent, of employing a marketing and/or public relations firm to help minimise the risk of damage to the **Insured's** reputation provided that:

- A the **Event**, in the **Insurer's** opinion, could result in a claim under this section of the policy; and
- B the **Insured** takes all reasonable measures to avoid or mitigate adverse publicity; and
- C the maximum amount the **Insurer's** will pay under this extension is £25,000 for any one **Event** and in any one **Period of Insurance**.

Exclusions to Section 2

This Section will not apply to legal liability:

1 Advertising Injury

To a third party arising out of the **Insured's** advertising activities, but only if such injury arises out of:

- A misappropriation of advertising ideas or style of doing business;
- B infringement of copyrighted advertising materials, titles or slogans;
- C incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

2 Injury sustained by Persons Employed

For **Injury** sustained by any **Person Employed** arising out of and in the course of employment by the **Insured** in the **Business**.

3 Pollution or Contamination

Directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

4 Product

Directly or indirectly caused by, arising from or in connection with any **Product**.

5 Property in the Insured's Care Custody or Control

In respect of loss of or **Damage** to any **Property** which, at the time of the **Event** giving rise to such liability, is owned by or held in trust by or in the care, custody or control of the **Insured** or any **Person Employed**, other than:

- A personal effects including vehicles and their contents of any **Person Employed** or any director or partner of or visitor to the **Insured**;
- B premises, including their contents, which are not owned by, or leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purposes of undertaking work in connection with the **Business** provided that no indemnity is provided by this clause for **Damage** to that part of the property on which the **Insured** is working and which arises out of such work away;

C premises and their fixtures and fittings leased or rented to the Insured, excluding liability:

i) which attaches by way of any contract or agreement and that would not have attached in absence of such agreement;

ii) **Damage** caused by fire or explosion;

D only such contractual liability, insured with prior written consent of the **Insurer**, that arises from an agreement entered into by the **Insured** requiring insurance to be maintained in force in respect of loss of or **Damage** to premises and their fixtures and fittings provided that such term(s) does not indemnify a party for or relieve a party from liability for its own negligence or breach of statutory duty.

6 Protective headgear

Directly or indirectly, arising out of or from any person not wearing the appropriate headgear that meets current British standards whilst riding, including mounting and dismounting.

7 Vehicles

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

A mechanical plant while operating as a tool of trade;

B the loading or unloading of any vehicle; except in respect of legal liability for which:

i) insurance or security is required by law;

ii) indemnity is provided by any motor insurance contract.

8 Vessels and Craft

Arising out of the ownership, possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in, on or through water, air or space but this Exclusion will not apply to waterborne craft not exceeding 4 (four) metres in length in the territorial waters of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and Member States of the European Union.

9 Work Offshore

Arising from or in connection with any work undertaken **Offshore**.

Section 3

Products Liability

Cover and Jurisdiction

The **Insurer** will indemnify the **Insured** and any **Additional Insured**:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
 - A **Injury** sustained by any person;
 - B **Damage to Property**;happening during the **Period of Insurance** and caused by any **Product**;
- 2 in respect of **Legal Costs** incurred with the written consent of the **Insurer** in connection with any **Event** which is or may be the subject of indemnity under 1 above.

Limit of Liability and Legal Costs

- 1 Irrespective of:
 - A the number of parties and/or entities entitled to indemnity;
 - B the number of claimants;the total amount payable by the **Insurer** under this Section and all Extensions in respect of all **Events** shall not exceed the **Limit of Liability** specified in the **Schedule** for **Products** Liability.
- 2 **Legal Costs** payable by the **Insurer** shall be paid in addition to the **Limit of Liability** unless otherwise stated provided always that:
 - A if a payment of damages and/or claimant's costs and expenses exceeding the **Limit of Liability** has to be made to dispose of any claim;and
 - B the **Insurer** is liable to pay **Legal Costs** in addition to the **Limit of Liability**;the liability of the **Insurer** for such **Legal Costs** shall be limited to such proportion as the **Limit of Liability** bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and **Legal Costs** in respect of **Injury** sustained by any person, other than a **Person Employed**, and **Damage to Property** directly or indirectly caused by, or contributed to by, or arising from **Act of Terrorism** occurring during the **Period of Insurance** within the **Territorial Limits** up to a limit of £2,000,000 or the amount of the **Limit of Liability** as stated in the **Schedule**, whichever is the lower.

Extension to Section 3

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Consumer Protection Act and Food Safety Act Legal Defence Costs

The **Insurer** will indemnify the **Insured** and, if the **Insured** so requests, any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred with the written consent and control of the **Insurer** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

A Part II of the Consumer Protection Act 1987

or

B Part II of the Food Safety Act 1990

arising out of the **Business**.

This Extension will not apply:

- i) to fines or penalties of any kind;
- ii) to proceedings consequent upon any deliberate act or omission by:
 - a) the **Insured**;
 - b) any **Person Employed** or partner or director of the **Insured**;
- iii) where indemnity is provided by any other insurance.

Exclusions to Section 3

This Section will not apply to legal liability:

1 Aircraft and Marine Products

Arising from or in connection with **Products** which to the knowledge of the Insured are for use in or incorporation into:

- A any craft designed to travel in, on or through air or space; or
- B safety or navigation equipment of marine craft.

2 Pollution or Contamination

Directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

3 Products

In respect of loss of or damage to or the costs of recall, removal, repair, alteration, reconditioning, replacement or reinstatement of or making any refund for any **Products** caused or necessitated by the defective condition or unsuitability of any **Products** or part of such **Products**.

Extension to Sections 2 and 3

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of **Sections 2 and 3** and the Policy.

1 Pollution or Contamination

A Notwithstanding **Exclusion 5** of **Section 2** and **Exclusion 2** of **Section 3** the **Insurer** will indemnify the **Insured** and any **Additional Insured** for:

- i)** statutory costs that the **Insured** is legally liable to pay, or legally obliged to incur under an environmental protection directive, statute or statutory instrument, for remediation of environmental damage, arising out of or from **Pollution and Contamination** occurring during the **Period of Insurance**, within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or member state of the European Union in connection with the **Business** provided that the **Pollution and Contamination** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **Period of Insurance**; and
- ii)** damages and compensation, including claimants costs recoverable from the **Insured** arising from **Injury, Damage to Property** and **Nuisance** arising out of or from **Pollution and Contamination** occurring during the **Period of Insurance** within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or member state of the European Union in connection with the **Business** provided that the **Pollution and Contamination** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **Period of Insurance**.

B The **Limit of Liability** of the **Insurer** in respect of:

- i)** statutory clean-up costs shall be £1,000,000 in the aggregate for **Sections 2 and 3** in respect of the **Period of Insurance**, which is inclusive and not in addition to the aggregate limit for **Pollution and Contamination Events** under **ii)** below;

- ii)** all **Events**, agreed by the **Insurer**, to have happened during the **Period of Insurance** in respect of **Pollution or Contamination** shall not exceed £2,000,000 or the **Limit of Liability** specified in the Schedule for Public Liability, whichever is the higher, in the aggregate for **Sections 2 and 3** in respect of the **Period of Insurance**, inclusive of **Legal Costs** and statutory clean-up costs.

C This extension excludes and does not cover any sum incurred in respect of:

- i)** activities commenced by or on behalf of the **Insured** prior to inception of the **Period of Insurance** or any period of continuous insurance prior to inception of the **Period of Insurance** where each policy making up that continuous insurance is underwritten by the **Insurer** or by an affiliate;
- ii)** prevention of **Pollution and Contamination** to or on third party property or the **Insured's** land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the **Insured's** care custody or control.

2 Principals

The **Insurer** will indemnify any principal of the **Insured**, upon written request from the **Insured**, but only to the extent required by contract conditions in respect of liability arising solely out of work performed for the principal by or on behalf of the **Insured** and provided that:

- A** the principal shall comply with and be subject to the terms and conditions of this Policy in so far as they can apply as though he were the **Insured**, and
- B** the **Insurer's** liability under this extension shall in no way operate to increase the **Limit of Indemnity**, and
- C** such liability is not covered under any other insurance or in any other way.

Extension to all Sections

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of **Sections 1, 2 and 3** and the Policy.

1 Cross Liabilities

If the **Insured** comprises more than one entity the **Insurer** will indemnify each entity in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of indemnity afforded by the **Insurer** shall not exceed the **Limit of Liability** regardless of the number of entities entitled to indemnity.

2 Compensation for Court Attendance

If at the request of the **Insurer**, any **Person Employed** or director or partner of the **Insured** shall attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under these Sections, the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- A** any director or partner of the **Insured** £500
- B** any other **Person Employed** £250

3 Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the **Insured** and if the **Insured** so requests any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The **Insurer** shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed £2,500,000 any one claim and in the aggregate for all claims during any one **Period of Insurance**.

However, the total liability of the **Insurer** under **Sections 1, 2 and 3** of this Policy, inclusive of this Extension, shall not exceed the **Limits of Liability** as stated in the **Schedule**.

This Extension shall not apply:

- A** to fines or penalties of any kind;
- B** where indemnity is provided by any other insurance.

4 Health and Safety at Work Legal Defence Costs

Subject to the terms of the **Insurer's** written consent and the **Insurer's** control, the **Insurer** will indemnify the **Insured** and if the **Insured** so requests, any **Person Employed** or director or partner of the **Insured**, in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any **Health and Safety Legislation**, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension will not apply:

- A** to fines or penalties of any kind;
- B** to proceedings consequent upon any deliberate act or omission by:
 - i)** the **Insured**;
 - ii)** any partner or director of the **Insured**;

which could reasonably have been expected to constitute a breach of the **Health and Safety Legislation** having regard to the nature and circumstances of such act or omission;

- C** where indemnity is provided by any other insurance.

General Exclusions

The following General Exclusions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

This Policy will not apply to any liability:

1 Airside exclusion

Directly or indirectly arising from work undertaken in airports or on aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access to.

2 Children

In respect of **Injury, Damage, Personal Injury** or **Nuisance** and any costs and expenses, arising out of or from or sustained by any child under four (4) years of age whilst under the instruction or guidance of the Insured unless specifically agreed by the **Insurer** in writing.

3 Contractual Liability

Owed by the **Insured** to a party or liabilities retained by the **Insured**, such as hold harmless clauses or waiver of rights of recovery, under the terms of any contract or agreement which would not have attached to or been retained by the **Insured** in the absence of such contract or agreement, except where the **Insurer** gives its prior written agreement.

4 Cyber Liabilities

In respect of any claim or loss arising out of **Business** conducted and/or transacted via any internet, intranet, extranet and/or via the **Insured's** own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

5 Cyber Attack

Directly or indirectly occasioned by, happening through or in consequence of any form of cyber attack.

6 Defamation

In respect of any form of defamation, libel or slander.

7 Deliberate act

In respect of **Injury, Damage, Personal Injury** or **Nuisance** and any costs and expenses, arising from any deliberate act or a failure to act by the **Insured** or **Additional Insured** which constitutes an offence under legislation or a breach under this contract but this exclusion shall not apply with respect to **Injury** resulting from the use of reasonable force to protect persons or property;

8 Electronic data

Arising from loss, alteration or impairment of, damage to or distortion of information and/or data in electronic form including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

9 Employment Practice Liability

Directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the **Insured** and/or **Person Employed** however arising.

10 Excess

For the amount of the **Excess** stated in the **Schedule** for each operative Section.

11 Fees for intervention

Any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'Fees for intervention'.

12 Financial loss

Directly or indirectly, for pure economic loss not ensuing from **Injury, Damage, Nuisance** or **Personal Injury** covered in this Policy.

13 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

For fines, liquidated damages clauses, penalty clauses or performance warranties.

14 Inhalation of Asbestos

Directly or indirectly caused by, or contributed to by, or arising from work involving the manufacture, processing, mining, use, storage, installation, handling, removal, stripping out, demolition, transportation or disposal of asbestos, asbestos dust, asbestos fibres or materials containing asbestos fibre.

However, where such activities do not form any part of the **Insured's** normal activities this Exclusion shall not apply to legal liability arising from:

- A** the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
- B** the investigation of any such suspect materials; provided always that:
 - i)** immediately upon discovery as defined in **A** above, all work ceases until the composition of all such materials is established;
 - ii)** any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring license is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work;

other than in respect of Employers' Liability where the total amount payable by the **Insurer** under **Section 1** including all Extensions in respect of or arising from any one claim or series of claims against legal liability incurred by the **Insured** arising out of one **Event** shall not exceed £5,000,000.

15 Loss of use

For loss or reduction of use to insured **Property** without **Damage** to the affected **Property**.

16 North American jurisdiction

In respect of:

- A** any **Event** occurring in United States of America or Canada which gives rise to a claim under this Policy;
- B** any claim made or brought in the United States of America or Canada; or
- C** any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

17 Professional Services

Arising from or in connection with:

- A** advice;
- B** design;
- C** specification;
- D** formulae;
- E** surveys;
- F** directions;

prepared or given by the **Insured** or other insured party provided for a fee.

Except this exclusion shall not apply in respect of tuition or lessons for a fee when conducted or provided by a suitably qualified or experienced instructor or **Insured**.

18 Protective Headgear

Any **Injury**, **Personal Injury**, **Damage to Property** or **Nuisance** arising out of or from any person not wearing the appropriate headgear that meets current British Standards whilst riding, including mounting and dismounting.

19 Punitive and Exemplary Damages

For punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

20 Radioactive Contamination

Directly or indirectly caused by, or contributed to by, or arising from:

- A** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- B** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided that in respect of claims arising out of **Injury** which form the subject of indemnity under **Section 1**, this Exclusion shall only apply when the **Insured** under a contract or agreement has undertaken to indemnify any principal or has assumed liability for **Injury** caused to a **Person Employed** by contract or agreement and which liability would not have attached in the absence of such contract or agreement.

21 Sale and transfer of an Animal

In respect of **Injury, Damage, Personal Injury** or **Nuisance**, or consequential loss or liability arising out of or in connection with any **Animal** which is no longer under the **Insured's** care custody and control as a result of its sale and transfer to a third party provided that this exclusion shall not apply with respect to claims under the Public Liability section of this Policy while such **Animal** is in the **Insured's** care custody and control prior to the **Animal's** sale and transfer.

22 Terrorism and/or Sabotage

Directly or indirectly, occasioned by, happening through, in consequence of or in connection with **Acts of Terrorism** and/or **Acts of Sabotage** provided that this exclusion shall not apply to the extent of specific cover for **Act of Terrorism** provided under Sections.

23 Toxic Mould Exclusion

Of whatever nature occasioned by any **Pathogenic Organism**.

24 Unaccompanied Hacks

Any **Injury, Personal Injury, Damage** to **Property** or **Nuisance** arising out of or from any unaccompanied hacks unless agreed by the **Insurer** in writing and noted on the **Schedule**.

25 War

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

Claims Conditions

The following Claims Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

1 Claims Procedures and Control

As a condition precedent to liability, the **Insured** shall notify the **Insurer** via the dedicated 24 (twenty-four) hour **Equus Claims Management Team** on **0345 8734927**, immediately the **Insured** is aware of any occurrence or circumstances which may give rise to a claim, regardless of any applicable **Excess**, which shall include any accident at work which results in 3 (three) or more days' absence for any **Person Employed**.

In the event that **Insurer** may require completion of a Claim Form following notification of any occurrence or circumstances which may give rise to a Claim, it is a condition precedent to Liability, that the **Insured** shall complete and sign any Claim Form required by the **Insurers** as a Statement of Fact and return it to the address below within 7 days of receipt.

As a condition precedent to Liability, every letter, Claim, Writ, Summons and/or Process in connection with such occurrence or circumstances shall be forwarded to the **Insurer** at the address below, immediately on receipt and in electronic format within 3 days (business) of the date and time of receipt.

As a condition precedent to liability, the **Insured** shall notify the **Insurer** via the dedicated 24 (twenty-four) hour **Equus Claims Management Team** on **0345 8734927** immediately the **Insured** shall have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this Policy.

As a condition precedent to liability, no admission, offer, promise, payment, **Legal Cost** or indemnity shall be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.

As a condition precedent to liability, the **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim, or to prosecute any claim in the name of the **Insured** for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give all such information and assistance as the **Insurer** may require.

Claims correspondence address:

**Equus Claims Management
Suite 3, Dorset House
Duke Street
Chelmsford
Essex
CM1 1TB**

2 Acknowledgement of Claim Notification Form(s)

It is a condition precedent, with respect to Employers' or Public Liability Claims, that if the **Insured** receives any Claim Notification Form(s) or notification directly from an **Person Employed** or third party Claimant or their appointed representative, that the **Insured** must acknowledge receipt of the Claim Notification Form(s) or notification to the **Person Employed** or third party Claimant or their appointed representative in:

- A** An electronic format, and
- B** Within 24 (twenty four) hours from the date and time of receipt thereof, and
- C** The acknowledgement of the Claim Notification Form(s) must state that the Claim Notification Form(s) has been sent to the **Insurer**.

It is also a condition precedent that the Claim Notification Form(s) must be sent, within 24 (twenty four) hours to the **Insurer** and any failure to comply with this condition may result in the **Insurer** refusing to indemnify or the **Insured** being liable for any increased costs and/or damages to settle the Claim if such costs and damages would not have been incurred had the **Insured** complied with this 'Acknowledgement of Claim Notification Form(s)' clause.

3 Discharge of Liability

In respect of any claims against the **Insured** to which a **Limit of Liability** applies, the **Insurer** may at any time pay the amount of such **Limit of Liability** after deduction of any sums already paid/incurred or any less amount for which at the absolute discretion of the **Insurer** such claims can be settled. The **Insurer** will then relinquish control of the said claims and be under no further liability in respect thereof, except for **Legal Costs** for which the **Insurer** may be responsible prior to the date of such payment unless the **Limit of Liability** is inclusive of **Legal Costs**.

General Conditions

The following General Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

1 Adjustment of Premium

If any part of the Premium is based on estimates provided by the **Insured**, the **Insured** shall keep an accurate record containing all relevant information and shall at any time allow the **Insurer** to inspect such record. The **Insured** shall within 60 (sixty) days after the expiry of each **Period of Insurance** furnish the relevant information, including but not limited to wage roll and turnover, as the **Insurer** may require. The premium shall then be adjusted and the difference paid by or allowed to the **Insured**, subject to any Minimum Premium required within 30 (thirty) days of receipt of the **Insurer's** adjusted premium calculations. The **Insurer** reserves the right to request the **Insured** to supply an auditor's certificate attesting to the accuracy of any information furnished to the **Insurer**.

2 Alteration of Risk

If at any time:

- A** any change is made in the description of the **Business**;
- B** anything shall occur materially varying the information supplied to the **Insurer** at the time this Insurance was effected;

the **Insured** shall give written notice to the **Insurer** as soon as reasonably practical and in any event no later than 14 (fourteen) days from the **Insured's** knowledge of **A** and/or **B** above.

The **Insurer** reserves the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the **Insured** has accepted the terms, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

Any change in the description of the **Business** and any material variation from the information supplied to the **Insurer** at the time this Insurance was effected, not notified to the **Insurer** is not indemnified hereunder.

3 Cancellation

The **Insurer** may cancel this Policy by sending 30 (thirty) days' written notice to the **Insured** at the **Insured's** last known address and in such event the **Insured** will be entitled to a refund of a proportionate part of the premium corresponding to the unexpired **Period of**

Insurance stated in the **Schedule**.

4 Condition precedent

Conditions precedent to liability must be satisfied before the **Insurer** becomes liable to make any payment to the **Insured** under this Policy. In the event of the **Insured's** breach of any of the above conditions precedent in respect of any claim the **Insurer** shall be entitled to decline liability and shall not be required to make any payment to the **Insured** for such claim.

5 Contracts (Rights of Third Parties) Act 1999

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

6 Excess

No indemnity is provided until the applicable **Excess** for any claim has been paid to and received by the **Insurer** hereon.

7 Fraud

If the **Insured** or any person acting on behalf of the **Insured** commits fraud, by any means, knowing it to be false or fraudulent, and thereby obtains benefit under this Policy from such fraud, this Insurance shall become void from the date of the fraudulent act and all benefit obtained from the Policy from the date of the fraud shall be forfeited.

8 Fraudulent claims

- A** If the **Insured** makes a fraudulent claim under this insurance, the **Insurer**:
 - i)** is not liable to pay the claim; and
 - ii)** may recover from the **Insured** any sums paid by the Insurer to the **Insured** in respect of the claim; and
 - iii)** may, by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- B** If the **Insurer** exercises its right under **8 A iii)**:
 - i)** the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant

event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and

- ii) the **Insurer** need not return any of the premiums paid.

9 Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract ('a covered person'), and a fraudulent claim is made under the contract by or on behalf of a covered person, the **Insurer** may exercise the rights set out in clause 8 A above as if there were an individual insurance contract between the **Insurer** and a covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

10 Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

11 Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales unless otherwise agreed by the **Insurer**. In the event of any dispute concerning the interpretation of this Policy, both the **Insured** and the **Insurer** agree to submit to the exclusive jurisdiction of the Courts of England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

12 Observance of Terms and Right of Recovery

Observance of the terms of this Policy relating to anything to be done or complied with by the **Insured** is a condition precedent to any liability of the **Insurer**, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The **Insured** shall repay to the **Insurer** all sums paid under Section 1 of this Policy which the **Insurer** would not have been liable to pay but for the provisions of such legislation.

13 Other Insurances

If at the time of any claim covered by this Policy there is, or but for the existence of this Policy, would be any other insurance covering the same

legal liability, the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and subject always to the **Limit of Liability**.

14 Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by the **Insurer** hereon.

If the premium is not paid and accepted by the **Insurer** on or before its payment date shown in the **Schedule** the **Insurer** can give written notice to the **Insured** at its address shown on the **Schedule**, cancelling the Policy.

15 Reasonable Precautions

The **Insured** shall as a condition precedent to liability:

- A take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain the premises, plant and everything used in the **Business** in a sound condition and to act in accordance with all statutory obligations and regulations;
- B as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

Conditions precedent to liability must be satisfied before the **Insurer** becomes liable to make any payment to the **Insured** under this Policy. In the event of the **Insured's** breach of any of the above conditions precedent in respect of any claim the **Insurer** shall be entitled to decline liability and shall not be required to make any payment to the **Insured** for such claim.

16 Remedies for breach of the duty of fair presentation

- A If, prior to entering into this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - i) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - a) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - b) The **Insurer** need not return any of the premiums paid.

- ii) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
- a) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - b) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - c) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- B If, prior to entering into a variation to this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
- i) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - a) The **Insurer** may by notice to the **Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
 - b) The **Insurer** need not return any of the premiums paid.
 - ii) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - a) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - b) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - c) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
 - d) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.
- ## 17 Statutory requirements and licences
- It is agreed as a condition precedent to the **Insurer's** liability under this Section that the **Insured** shall:
- i) comply with all statutory requirements concerning the inspection of machinery and equipment;
 - ii) obtain the necessary local authority license(s) to conduct the business and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating Schedule in order to comply with the regulations. Further if such license is withdrawn or revoked the this insurance shall terminate with immediate effect;
 - iii) comply with all necessary requirements under the Riding Establishment Act 1964 and 1970 in operating the Business. If any licence under such act is withdrawn or refused then cover shall cease immediately.
- ## 18 Subrogation Waiver
- It is a condition precedent to cover that the **Insured** does not, without specific prior written agreement by the **Insurer** agrees to any term of any contract or agreement which restricts, reduces or waives the **Insured's** or the **Insurer's** right of recovery from any other party. When such prior written agreement is requested by the **Insured**, the **Insurer** shall be entitled to:
- A charge an additional premium and/or
 - B request that **Insured** seek to renegotiate its contract to omit entirely such term(s) and/ or
 - C exclude from cover liability for any amounts

which would have been recoverable from another party in the absence of such term(s) and/or

- D** apply a net contribution limit to the **Insurer's** indemnity in respect of the relevant project.

19 Terms not relevant to the actual loss

Where:

- A** there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
- B** compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

20 Tracing office database

The **Insurer** is required by regulation to maintain a database of all the companies and subsidiary companies for which it provides insurance under the Employers' Liability (Compulsory Insurance) Regulations 1998 and to submit such details to the Employers' Liability Tracing Office database.

Where this Policy provides insurance under Employers' Liability, it is a condition of this insurance that the **Insured** undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to the **Insurer** at inception of this policy and promptly thereafter following acquisition or disposal of any subsidiary company.

Further Information

Complaints Procedure

Please refer to the Complaint Procedure documentation provided along with **Your** Insurance documents.

Data Protection Clause

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Data Protection Officer
Brit Syndicate 2987 at Lloyds
The Leadenhall Building,
122 Leadenhall Street
London, EC3V 4AB

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). The **Insured** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

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

Tel: 0044 (0) 20 7741 4100
Helpline: 0044 (0) 800 678 1100
Facsimile: 0044 (0) 20 7741 4101
Website: www.fscs.org.uk

The FSCS opening hours are:

Monday to Friday 8:30am to 5:30pm excluding public holidays

Brit Syndicates Limited

The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000

Facsimile: 0044 (0) 20 385 70001

Registered in England and Wales No. 0824611

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regulated by the Financial Conduct Authority and the
Prudential Regulatory Authority.

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SEIB Gen Liab wording

Call 01708 850000

www.seib.co.uk   

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