



Public Liability insurance policy for owners of Horses & Ponies.

POLICY WORDING

Specially arranged by SEIB Insurance Brokers Limited.

SEIB Insurance Brokers Limited are authorised
and regulated by the Financial Conduct Authority.

01708 850000
seib.co.uk



SUMMARY OF CONTENTS

ABOUT YOUR POLICY	3
Duty of Fair Presentation	3
Important Notice	4
Terms and Conditions	4
Identity of Insurer / Status Disclosure	4
Complaints	5
Financial Services Compensation Scheme (FSCS)	6
The Law that Governs this Policy	6
Market's Data Privacy Notice: Your Data	6
Data Protection Notice – SEIB Insurance Brokers Limited	6
How to Make a claim	8
Cancellation	9
POLICY DEFINITIONS	10
PUBLIC LIABILITY	12
CLAIMS CONDITIONS	13
GENERAL CONDITIONS	15
POLICY EXCLUSIONS	18

ABOUT YOUR POLICY

This **Policy** is arranged by SEIB Insurance Brokers Limited who are an insurance intermediary. The language of this **Policy** and all related communications will be in English.

This **Policy** wording explains the insurance provided under this contract. The **Policy** is a contract between **You** and the insurer(s) stated in the **Certificate of Insurance**. Any reference in this document to '**We**', '**Us**', '**Our**' or the 'Insurer' is a reference to the insurer(s) stated in the **Certificate of Insurance**.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will pay a valid claim to **You**, subject to the terms and conditions detailed within this document, the **Certificate of Insurance** or any **Endorsement** to the **Policy**.

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

An **Endorsement** forms an addition to the details of the **Policy** and varies the insurance provided.

The **Certificate of Insurance**, this document 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.

IMPORTANT INFORMATION:

In the event of a claim, or any situation that may give rise to a claim, You must notify SEIB Insurance Brokers Limited as soon as You become aware of a claim or a potential claim – please see 'How to make a claim' below.

Duty of Fair Presentation

This **Policy** is a contract between **You** and the Insurer.

Please read the whole document carefully.

It is important that:

- **You** understand what the **Policy** covers and does not cover;
- **You** understand **Your** own duties.

Please contact SEIB Insurance Brokers Limited immediately if this document, the **Certificate of Insurance** or any **Endorsement** is not correct or if **You** would like to ask any questions.

Important Notice

You are required to make a fair presentation of the risk to Insurers.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the **Policy** as if it never existed and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, Insurer's remedy shall depend upon what Insurers would have done if **You** had complied with the duty of fair presentation:

- 1) Insurers may regard the **Policy** as if it never existed if Insurers would not have entered into the **Policy** on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, **You** must return any payments made by Insurers under the terms of the **Policy**);
- 2) If the Insurers would have entered into the **Policy**, but on different terms (other than terms relating to premium) the **Policy** is to be treated as if those different terms applied from the outset, if the Insurers so require;
- 3) If the Insurers would have entered into the **Policy** but would have charged a higher premium, the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged.

This remedy may apply in addition to the remedy at 2) above.

Terms and Conditions

Where:

- (i) there has been a failure to comply with a term (express or implied) of this **Policy**, other than a term which defines the risk as a whole; and
- (ii) 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 **You** show 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.

If **You** breach any warranty in this **Policy**, the Insurer's liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Identity of Insurer(s) / Status Disclosure

Markel International Insurance Company Limited (Markel).

Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202570. The company is registered in England and Wales No: 00966670 with registered address at 20 Fenchurch Street, London, EC3M 3AZ. VAT number 245 7363 49.

Complaints

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **Our** customers. If **You** are dissatisfied or have any complaints about **Your Policy** or the handling of a claim **You** should, in the first instance, contact Legal and Compliance on the following contact details:

By telephone: +44 (0)20 7953 6020
By email: complaints@markel.com
By writing to: Legal and Compliance
Markel International Insurance Company Limited
20 Fenchurch Street
London
England
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **Our** best endeavours to comply with the timeframes set out below.

- A complaint received by Markel International Insurance Company Ltd (whether by letter, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
- Complaints will be acknowledged promptly. **We** endeavour to acknowledge the complaint in writing within five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
- **We** will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why **We** are not yet in a position to resolve matters.

UK Policyholders

- By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
- The Financial Ombudsman Service ("FOS") operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If **You** do not refer **Your** complaint in time, the Ombudsman may not have **Our** permission to consider the complaint and will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. **You** can find further information on the FOS at www.financial-ombudsman.org.uk.

NON-UK Policyholders for the Isle of Man and the Channel Islands only

- If **You** do not receive a final response or, after receiving our acknowledgement of the complaint and our final response, **You** are not satisfied with the outcome, **You** may be entitled to refer **Your** complaint to **Your** local External Dispute Resolution (EDR) service or Department of Insurance (DOI) for review. **We** will provide **You** with the contact details of the EDR/DOI who, if eligible, **You** may be able to refer **Your** complaint to.

Financial Services Compensation Scheme (FSCS)

Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from FSCS if Markel International Insurance Company Limited is unable to meet its obligations to **You** under this insurance.

If **You** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

The Law that Governs this Policy

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this **Policy** shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Markel's Data Privacy Notice: Your Data

Markel are committed to protecting **Your** privacy. Insurance involves the use and disclosure of **Your** personal data to various insurance participants such as intermediaries, insurers and reinsurers. If **You** would like to know how Markel deals with any personal data **You** have provided **Us**, please contact **Your** Agent or Broker who will provide **You** with **Our** contact details. Alternatively, please visit **Our** privacy page at: <https://www.markel.com/privacy-policy>

Data Protection Notice – SEIB Insurance Brokers Limited

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

SEIB Insurance Brokers Limited is the data controller in respect of any personal data which **You** provide to SEIB Insurance Brokers Limited or which SEIB Insurance Brokers Limited hold about **You** and any personal data which is processed in connection with the services SEIB Insurance Brokers provide to **You**.

Where **You** provide SEIB Insurance Brokers Limited with personal data about a person other than yourself (such as a dependent or named person under a **Policy**), **You** must inform them that **You** are providing their personal data to SEIB Insurance Brokers Limited and will refer them to this notice.

To provide SEIB Insurance Brokers Limited insurance related services, SEIB Insurance Brokers Limited will collect and process **Your** personal data such as **Your** name, contact details, financial information and any information which is relevant to the insurance **Policy** SEIB Insurance Brokers Limited are providing. In order to provide **Your** insurance **Policy** or when making a claim, SEIB Insurance Brokers Limited may also need to collect or process 'special categories of personal data' such as information relating to **Your** health or criminal convictions or information which is likely to reveal **Your** religious beliefs.

SEIB Insurance Brokers Limited 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, business management, systems development and carrying out statistical and strategic analysis.

Providing SEIB Insurance Brokers Limited services will involve sharing **Your** personal data with, and obtaining information about **You** from SEIB Insurance Brokers Limited group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, SEIB Insurance Brokers Limited service providers and professional advisors or business partners and SEIB Insurance Brokers regulators. In some circumstances SEIB Insurance Brokers Limited may transfer **Your** personal data to countries outside of the European Economic Area. SEIB Insurance Brokers Limited will put appropriate safeguards in place to ensure that **Your** personal data is protected.

SEIB Insurance Brokers Limited may market SEIB Insurance Brokers Limited services to **You** or provide **Your** personal data to SEIB Insurance Brokers Limited 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 Insurance Brokers Limited.

Fraud Prevention

SEIB Insurance Brokers Limited need to carry out fraud and anti-money laundering checks. This will involve sharing **Your** personal data (such as **Your** name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange.

If You Make a Claim

SEIB Insurance Brokers Limited will share **Your** personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB Insurance Brokers Limited may appoint loss adjusters or external investigation services to act on SEIB Insurance Brokers Limited behalf.

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

Please note that when carrying out any fraud prevention activities, SEIB Insurance Brokers Limited may need to process **Your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

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 Insurance Brokers Limited Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB Insurance Brokers Limited Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk.

How to Make a Claim

We understand that claims form a critical component of **Our** offering and **We** are relied upon to deliver upon **Our** commitment to **You**.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim.

Expertise – **We** employ staff and engage service providers who are experts in their field.

No-nonsense – **We** apply a flexible and proactive approach to the claims process.

Notice of claims, or any situation that may give rise to a claim, must be given to SEIB Insurance Brokers Limited as soon as You become aware using the following contact details:

By telephone: 0345 873 4922

By email: equineinfo@seib.co.uk

By writing to: SEIB Insurance Brokers Limited
South Essex House North Road
South Ockendon Essex
RM15 5BE

PLEASE REFER ALSO TO THE CERTIFICATE OF INSURANCE AND THE POLICY CONDITIONS DETAILED WITHIN THIS DOCUMENT.

Cancellation

You can cancel this insurance at any time by writing to **Your Insurance Broker**.

We can cancel this insurance by giving **You** 14 days' written notice. **We** will only do this for a valid reason. Examples of valid reasons are:

1. Non-payment of premium
2. A change in risk occurring which means that **We** can no longer provide **You** with insurance cover
3. Non-cooperation or failure to supply any information or documentation **We** request
4. Threatening or abusive behaviour or the use of threatening or abusive language.

Cooling-Off Period

Your policy has a cooling-off period of 14 days from either:

1. the date **You** receive **Your** policy; or
 2. the start of the **Period of Insurance**
- whichever is the later.

Refund of Premium

If **We** pay (or have agreed to pay) any claim, in whole or in part, then no refund of the premium will be allowed.

If **We** haven't paid (or agreed to pay) any claim, in whole or in part, then if:

1. **We** cancel **Your** policy, **You** will not be entitled to a refund of any premium for the unexpired portion of the **Period of Insurance** as the **Policy** premium is subject to a minimum and deposit premium and is not refundable in the event of cancellation after the cooling-off period.
2. **You** cancel **Your** policy within the cooling-off period **We** will return to **You** all of the premium paid without any deduction and no cover will have been in force.
3. **You** cancel **Your** policy outside the cooling-off period, then no refund of premium will be allowed.

Cancellation of this insurance by **Us** does not affect the treatment of any claim arising under this insurance in the period before cancellation.

POLICY DEFINITIONS

These Definitions apply wherever these words or phrases appear starting with an upper case letter except where otherwise stated and apply to this cover and any associated documents, including the **Certificate of Insurance** and any **Endorsements**.

Asbestos	means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
Certificate of Insurance	The document being part of Your Policy showing the Limit of Liability and details of Your Horse, Horse Trailer and Horse Drawn Vehicle , and any extra clauses, terms, warranties and exceptions that apply to Your Policy .
Company/We/Us/Our	means Market International Insurance Company Limited as shown under Identity of Insurer / Status Disclosure under "About Your Policy" on page 4.
Damage	means physical loss or destruction of or damage to Property .
Endorsement(s)	means the document(s) detailing modifications made to the insurance provided under the Policy .
Event	means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause.
Excess	means the first amount payable by You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment.
Horse	means the horse, pony, donkey, mule, ass or jennet specified in the Certificate of Insurance .
Horse Drawn Vehicle	shall mean Your Horse Drawn Vehicle specified in the Certificate of Insurance .
Horse Trailer	means Your Horse Trailer used to transport a horse and specified in the Certificate of Insurance .
Injury	means physical bodily injury including death, illness and disease.
Insurance Broker	means SEIB Insurance Brokers Limited.
Limit of Liability	means the maximum amount We will pay under this Policy , inclusive of all costs and expenses, in respect of any one claim and/or series of claims arising from the same Event during the Period of Insurance . The Limit of Liability excludes any amount payable by You as an Excess .
Period of Insurance	means the period You are covered for as specified in the Certificate of Insurance or any other period agreed by the Company .

Policy	means the terms and conditions of the contract including the Policy wording, the Certificate of Insurance , any Endorsements , clauses, exclusions and certificates.
Property	means material property.
Territorial Limits	means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Use	means the activity, use and purpose for which You keep Your Horse and/or Horse Drawn Vehicle and for which You have insured them as stated in the Certificate of Insurance .
You/Your/Insured	means the individual named in the Certificate of Insurance .

PUBLIC LIABILITY

Subject to the terms and conditions of this **Policy**, **We** will indemnify **You** against **Your** legal liability for damages, inclusive of costs and expenses, in respect of:

- (a) Accidental **Injury** to any person except
 - i) that arising out of and in the course of the person's employment by the **Insured** under a contract of service or apprenticeship;
 - ii) any member of the **Insured's** family;
 - iii) any agent or licensee of the **Insured**;
- (b) Accidental **Damage** to third party **Property**;

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with either **Your Horse**, **Your Horse Trailer** or **Your Horse Drawn Vehicle**, whichever is specified in **Your Certificate of Insurance**.

Cover is provided only if **You** are permanently domiciled in the United Kingdom, the Channel Islands or the Isle of Man.

EXTENSION – Indemnity to Other Persons

Subject to the terms and conditions of this **Policy**, **We** will provide indemnity to **You** against **Your** legal liability for damages, inclusive of costs and expenses, in respect of any responsible person while such person is:

- a) riding, driving or leading **Your Horse** on an occasional basis as specified in the **Certificate of Insurance** with **Your** written permission;
- b) using **Your Horse Trailer** with **Your** written permission;
- c) using **Your Horse Drawn Vehicle** with **Your** written permission.

Nothing contained in the above will increase the **Limit of Liability** beyond the amount stated in the **Certificate of Insurance**.

CLAIMS CONDITIONS

Claims Procedures

In the event of a claim or an occurrence likely to give rise to a claim under this **Policy You** must notify SEIB Insurance Brokers Limited Claims Department (in accordance with the Claims Conditions below) by calling 0345 873 4922, writing to Claims Department, South Essex House, North Road, South Ockendon, Essex RM15 5BE or emailing equineinfo@seib.co.uk. In the event of an accident involving Personal **Injury** please ensure **You** make all endeavours to obtain written statements from the injured person(s) (where appropriate) at the time of the **Event**.

Claims Conditions

In the event of a claim or an occurrence likely to give rise to a claim under this **Policy**, it is a condition precedent to any liability of **Ours** to make any payment under this **Policy** that:

1. **You** and/or any person claiming to be indemnified must:
 - a) give notice to the **Insurance Broker** - SEIB Insurance Brokers Limited - as soon as **You** become aware of any circumstance which may give rise to a claim under this **Policy** with full particulars of such circumstance – please see 'How to make a claim' on page 8 for contact details;
 - b) notify the **Insurance Broker** in writing immediately once **You** have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this **Policy**;
 - c) forward unanswered to the **Insurance Broker** immediately as 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;
 - d) give all information, documented records and assistance as **We** may require, to comply with litigation procedures and disclosure of documents, within the time stipulated by **Us**;
 - e) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**;
 - f) 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.
2. **We** will be entitled to have the sole conduct and control of all claims and legal proceedings.
3. **You** and/or any person claiming to be indemnified under the **Policy** will not negotiate, admit liability or make promise or payment in respect of any claim or occurrence without **Our** written consent.
4. **We** will be entitled to prosecute in **Your** name and/or the name of any person claiming to be indemnified but for the **Company's** benefit any claim for damages or indemnity.
5. **You** will give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.

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.

GENERAL CONDITIONS

- Limits of Liability**
1. The **Limit of Liability** shall not be increased by any extension, **Endorsement** or amendment to this **Policy** unless the increase is specified in the extension, **Endorsement** or amendment and agreed by the **Company**.

Our liability for all damages in respect of any one **Event** shall not exceed the **Limit of Liability** as specified in the **Certificate of Insurance**.
- Compliance with Conditions**
2. The due observance and fulfilment of the terms and conditions of this **Policy** and of any **Endorsements** hereto so far as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of the **Company** to make any payment under this **Policy**.
- Misrepresentation**
3. **You** must take reasonable care not to make a misrepresentation to **Us**. This means that all the answers **You** give and statements **You** make as part of **Your** insurance application, including at renewal or when an amendment to **Your Policy** is required, must be honest and accurate. If **You** deliberately or carelessly misinform the **Company**, this could result in part, or all, of a claim not being paid. Please also see the Duty of Fair Presentation and 'Important Notice' under "About Your Policy" on pages 3 and 4.
- Alteration of Risk**
4. This **Policy** shall cease if after commencement of this insurance:
 - 1) there is any alteration in the **Use** or **Horse** or **Horse Drawn Vehicle** or **Horse Trailer**, as specified in the **Certificate of Insurance**;
 - 2) there are any other circumstances whereby the risk of loss, destruction, **Damage** or **Injury** is materially increased;
 - 3) **Your** interest ceases except by death;unless such alteration is agreed to in writing by the **Company**.
- Reasonable Precautions**
5. It is a condition precedent to any liability of **Ours** to make any payment under this **Policy** that **You** must throughout the **Period of Insurance** take all reasonable precautions:
 - 1) to prevent any **Event** which may give rise to a claim under this **Policy**;
 - 2) to maintain everything used in connection with **Your Horse** and its **Use** in proper repair;
 - 3) to comply with all statutory and other obligations and regulations imposed by any authority;
 - 4) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Fraudulent Claims And Wilful Acts

6. If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means are used by the **Insured** or by anyone acting on behalf of the **Insured** to obtain any benefit under this **Policy**, or if any **Damage** be occasioned by the wilful act or with the **Insured's** connivance, the **Company** may terminate this **Policy** with effect from the date of the fraudulent or wilful act and the **Company** 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 the **Company** shall not be liable to provide an indemnity in respect of any act, event, claim, or incident after such date and the **Company** shall be entitled to retain all premiums paid in respect of the **Policy**.

Other Insurance

7. If the liability which is the subject matter of a claim under this **Policy** is more specifically insured under any other insurance, the **Company** shall not be liable under this **Policy**, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected.

Subrogation

8. 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**.

Excess

9. The **Insured** will bear the amount of any **Excess** stated in the **Certificate of Insurance** and any such amount or amounts will be payable by the **Insured** before the **Company** will be liable to make any payment.

If any payment made by the **Company** includes the amount for which **You** or any party entitled to indemnity is responsible such amount shall be repaid to the **Company** immediately.

Discharge of Liability

10. **We** may at any time at **Our** sole discretion pay to **You** the **Limit of Liability** applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible, incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in excess of the **Limit of Liability** applicable, **Our** liability for costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by or on behalf of **You** in settlement of the claim or claims.

- Class of Use**
11. **Your Horse** will not be used for any **Use**, other than that stated in **Your Certificate of Insurance**, without **Our** written consent. If **Your Horse** is used by **You** or anyone else for any **Use** other than that stated in **Your Certificate of Insurance**, without **Our** written consent, all cover will immediately cease under this **Policy** and **We** will pay no claim.
- Rights of Third Parties**
12. 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**
13. **You** shall not assign any of the rights or benefits under 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**.
- Sanctions Suspension Clause**
14. **You** agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:
- a) United Nations' resolution(s); or
 - b) trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any trade or economic sanctions, laws or regulations of any other jurisdiction.
- The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

POLICY EXCLUSIONS

This Policy does not cover and We shall not provide indemnity against:

- War**
1. Any liability, loss, destruction, **Damage**, consequential loss or **Injury** directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
- Radioactive Contamination**
2. Loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Excluded Activities**
3. Any liability, loss, destruction, **Damage**, consequential loss, **Injury** or death directly or indirectly occasioned by any use that is not agreed by **Us** and specified in the **Certificate of Insurance**.
- Cyber**
4. Any loss, damage, liability, claim, cost, fee or expense caused by:
 - 1) the use of, or inability to use;
 - 2) any error or omission relating to the use of; or
 - 3) any hoax or threat relating to the use ofany application, process or software.
- Illegal Activities**
5. Any liability, loss, destruction, **Damage**, consequential loss, **Injury** or death directly or indirectly howsoever arising out of or caused by any illegal activities.
- Contractual Liability**
6. Any liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of a contract or agreement.
- Fines, Liquidated Damages, Penalties**
7. Any fines or liquidated damages or amounts under any penalty clause.
- Employees**
8. Any liability to any employee in respect of **Injury** arising out of and in the course of his employment by the **Insured** or to any other person indemnified under this **Policy**.
- Care, Custody or Control**
9. Any liability, loss, destruction or **Damage** to **Property** belonging to **You** or in **Your** care, custody or control or of any of **Your** employees.

- Deliberate Acts**
10. Any liability caused by or arising from any deliberate act or omission by or on behalf of the **Insured** and which would reasonably have been expected by the **Insured** having regard to the nature and circumstances of the act or omission.
- Vehicles including Horse Trailers**
11. Any liability arising under the terms of any road traffic legislation.
- Advice, Professional Services**
12. Any liability caused by or arising from:
- (i) advice, design or specification given by or on behalf of the **Insured**
 - (ii) professional services rendered by or on behalf of the **Insured**.
- Punitive or Exemplary Damages**
13. Any liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.
- USA/Canada**
14. Any liability to pay compensation arising out of a decision of any court made in accordance with the laws of the United States of America or Canada.
- Offshore**
15. Any liability arising offshore.
- Gradual Environmental Impairment**
16. Any liability for or consequent upon:
- (i) **Injury or Damage to Property**, directly or indirectly arising out of the gradual discharge dispersal release or escape of pollutants;
 - (ii) the cost of removing nullifying or cleaning up pollutants which have been gradually discharged dispersed released or escaped;
 - (iii) fines penalties or exemplary damages arising directly or indirectly out of the gradual discharge dispersal release or escape of pollutants occurring anywhere in the world;
 - (iv) The cost of remediating or reinstating any environment affected by a gradual discharge dispersal release or escape of pollutants.

Terrorism

17. Any liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of; contributed by, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- a) riots, strikes or civil commotion;
- b) any act of terrorism.

For purposes of this exclusion, an act of terrorism means an activity that:

- i) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- ii) appears to be intended to:
 - I) intimidate or coerce a civilian population, or
 - II) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
 - III) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
 - IV) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or respond to (a), (b) and or (c) above. If the **Company** allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Walls, Fences, Gates, Crops

18. Any **Damage** to any wall, fence, hedge, gate, land or crops arising out of the ownership or use by the **Insured** of the **Horse** as specified in the **Certificate of Insurance** unless caused by the straying or bolting of the **Horse** specified in the **Certificate of Insurance**.

- Family Members** 19. Any liability to any member of **Your** family or household.
- Protective Headgear** 20. **Injury** to any person not wearing the headgear that meets current British Safety Standards whilst riding, including mounting and dismounting the **Horse** specified in the **Certificate of Insurance**.
- Hire and Reward** 21. The carrying on of any trade business or profession or use of the **Horse** or **Horse Drawn Vehicle** or **Horse Trailer** as specified in the **Certificate of Insurance** for hire or reward.
- Asbestos** 22. Caused by or arising out of **Asbestos** or materials containing **Asbestos**;
- in respect of mental injury, mental anguish, shock, or fear of suffering death, bodily **Injury**, illness, or disease arising out of the actual, alleged, or suspected presence or release of **Asbestos**, or exposure to or inhalation of **Asbestos**;
- for the costs of management, including those of any persons under any statutory duty to manage removal, mitigation, remediation, repair, alteration, recall, rectification, replacement, or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- Fungus, Mould and Mildew** 23. Any loss, **Damage**, claim, cost, expense or other sum directly or indirectly occasioned by, happening through, arising out of, relating to or resulting from or in connection with:
- 1 any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - 2 any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - 3 any obligation or duty to defend any actions on account of **Injury** or **Damage** arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.
- Component Building Material** 24. Any **Injury**, loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.



info@seib.co.uk
01708 850000
seib.co.uk



Proudly part of the BENEFACCT GROUP 



Terms & Conditions apply. South Essex House, North Road, South Ockendon Essex RM15 5BE. SEIB Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority.

