

Public and Products Liability

Policy summary

**British Eventing Limited
and Horse Trials Support Group**

Summary of cover offered by Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited in respect of the Public and Products Liability policy - refer to Master policy UTB2078618RB for full details

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Policy summary

Type of insurance and cover

Cover is provided in respect of personal liability for members of British Eventing to pay compensation including legal costs for:

- accidental death or bodily injury to any person excluding employees
- accidental loss or damage to third party material property

arising out of the Member's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the insured in other Horse related activities.

The duration of this non-investment insurance contract is the date of initial membership to British Eventing and annually on the 1st February thereafter.

Significant features and benefits

- Cover applies world-wide (excluding products exported to USA/Canada).
- Indemnity limit £10,000,000.
- Indemnity for any person given permission by the Member to use the insured's horse or horse drawn vehicle.
- Indemnity to any groom whilst working for the Member.

Significant and unusual exclusions or limitations

- The first £250 of any claim for third party property damage.
- Excludes any claim arising in connection with racing (other than gymkhana novelty races), point to point or steeplechasing.
- Bodily Injury to any member of the insured's family or household or to any employee.
- Loss of or Damage to Property belonging to or in the care, custody or control of the Member or any member of the Insured's family or household or a person in their service.
- Bodily Injury or Loss of or Damage to Property arising out of or incidental to any profession, occupation or business of the insured, except in respect of grooms working for the insured.

Significant conditions

The member will:-

- a) take reasonable precautions to:
 - i) prevent any circumstances or to cease any activity which may give rise to liability under this policy; and
 - ii) maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition; and
- b) as soon as possible after discovery, cause any defect or danger in respect of products, buildings, fittings, furnishings, plant, or machinery to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Company shall apply as excess of, and not as contributory with, such other insurance.

Significant definitions

- 'Member' shall include:
 - any member of British Eventing as described in the Rules of British Eventing;
 - normally domiciled in the United Kingdom, Isle of Man or Channel Islands
 - normally domiciled elsewhere in the world whilst temporarily visiting the United Kingdom, Isle of Man or Channel Islands from the time of arrival in the United Kingdom, Isle of Man or Channel Islands until time of departure therefrom only.
 - normally domiciled outside the United Kingdom, Isle of Man or Channel Islands whilst acting as part of an official British Eventing Team only
 - if required by Law, the parent or guardian of the said member.
- 'Horse' shall mean any horse, pony, donkey, mule, ass or jennet

Law applicable to the contract

- UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.
- The parties agree to submit to the exclusive jurisdiction of the English courts.

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Claims notification

In the event of a claim or possible claim under the Master Policy, the insured must immediately complete the 'BE Members Insurance Claim Form' available on the BE website and forward this onto:-

Andrea Keyworth
Cunningham Lindsey,
12 Fountain Court, Bruntcliffe Way,
Leeds. LS27 0JG

or email LMC@cl-uk.com

The insured must not admit liability or offer or agree to settle any claim without the Underwriter's written permission.

Complaints procedure

MS Amlin's aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times MS Amlin are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact MS Amlin or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

MS Amlin's contact details are:

Post: Complaints, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Telephone: +44 (0) 207 746 1300
Fax: +44 (0) 20 7746 1001

Email: complaints@msamlin.com

If for any reason we are unable to resolve your complaint you may refer it to Lloyd's and subsequently to the UK Financial Ombudsman Service (if you are an eligible business) and full details will be provided at each stage of the process. Further details can be found in "How to make a complaint" in the policy wording.

Regulation

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG

Data Protection Notice

Within this DATA PROTECTION statement, the following defined words shown in bold will have the meaning set out below:

1. **we/us/our** shall mean the underwriter.
2. **you/your** shall mean the insured.

Your information has been, or will be, collected or received by MS Amlin plc. MS Amlin plc will manage personal data in accordance with data protection law and data protection principles. MS Amlin plc require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on:

www.msamlin.com/en/site-services/data-privacy-notice.html.

A paper copy of the full Data Privacy Notice can be obtained by contacting the Data Protection Officer by email at:

dataprotectionofficer@msamlin.com

or at the address below:

Data Protection Officer
MS Amlin plc
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AG