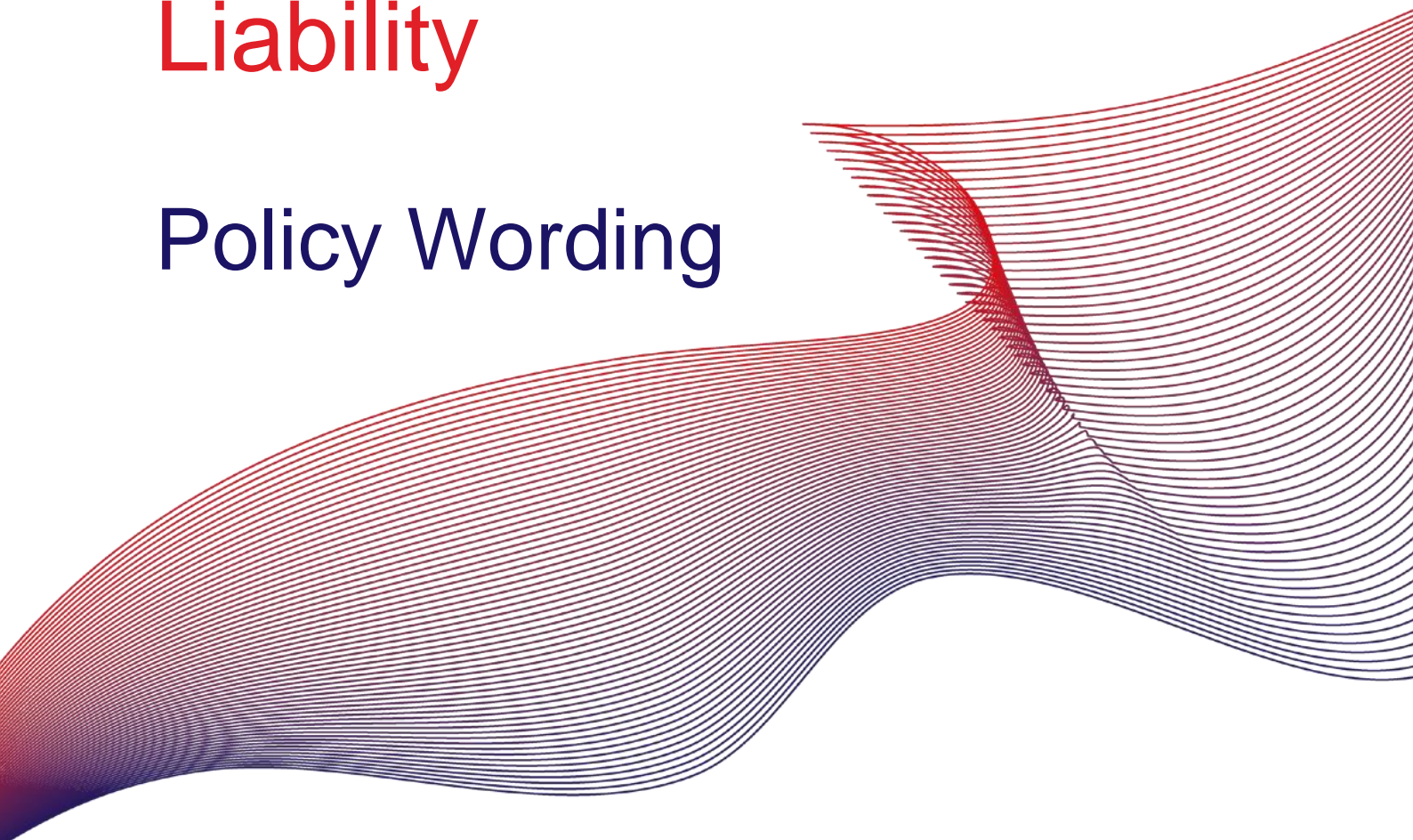


Corporate  
Public and  
Products  
Liability

Policy Wording

**The Members of British Eventing Limited**



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## THE SCHEDULE

**POLICY NUMBER:** UTB2078618RB

**NAME OF INSURED:** The Members of British Eventing Limited

**REGISTERED BUSINESS ADDRESS:** Abbey Park,  
Stareton,  
Kenilworth,  
CV8 2RN

**THE BUSINESS:** Governing body for the sport of Eventing, Horse Trials Event Organisers and Property Owners/Tenants

**PERIOD OF INSURANCE:** Effective Date: 01<sup>st</sup> February 2018  
Expiry Date: 31<sup>st</sup> January 2019  
  
(both dates inclusive at local standard time)

### DEDUCTIBLES


**Public & Products Liability** **GBP** 250 each and every **occurrence** in respect of third party property damage.

**LIMITS**

**SECTION 2 - Public Liability**      **GBP** 10,000,000 any one **occurrence**

**SECTION 3 - Products Liability** **GBP** 10,000,000 any one **occurrence** and in the aggregate for any one **period of insurance**

**General Extension 4 a)**      **GBP** 5,000,000 any one prosecution or all prosecutions  
Corporate Manslaughter      during any one **period of insurance**  
and Corporate  
Homicide Act 2007

*Signed:* 

*Dated:*      13<sup>th</sup> February 2018

Authorised Underwriter on behalf of AML Syndicate 2001 at Lloyd's



## INSURING AGREEMENT

This **policy** and the **schedule** have been prepared in accordance with the **insured's** instructions.

The **insured** is required to read it carefully to ensure that it meets with its requirements.

Immediate notice is required by the **underwriter** of any changes which may affect the insurance provided by this **policy**.

Alterations to this insurance, required after the issue of this **policy** and the **schedule**, will be made by issuing **endorsements** and if necessary a revised **schedule** in substitution for the original **schedule**.

The **underwriter** and the **insured** agree that:

- i) this **policy**, the **schedule** (including any **schedule** issued in substitution) and any **endorsements** shall be considered as one document; and
- ii) the **underwriter** will provide the insurance described in this **policy**, subject to its terms and conditions, for the **period of insurance** shown in the **schedule** and any subsequent period for which the **insured** shall pay and the **underwriter** shall agree to accept the premium.



## GENERAL DEFINITIONS APPLICABLE TO SECTIONS 1 and 2

A defined word, term or phrase will be shown in bold each time it appears in this **policy**.

*In the schedule, certain of these defined words, terms or phrases may (for the purpose of lay-out alone) be shown in capital letters or begin with a capital letter.*

Each time one of the following defined words, terms or phrases is used, it will have the same meaning wherever it appears in this **policy** whether expressed in the singular or the plural, male, female or neutral, unless an alternative definition is stated to apply.

### 1) **airside liability**

Liability in connection with any area of airport premises which has restricted rights of access, including manoeuvring areas, aprons, taxiways, runways and service roads, which are directly associated therewith.

### 2) **business**

The business of the **insured** which shall include:

- a) engagement of subcontractors for performance of work on behalf of the **insured**; and
- b) organisation of and participation in exhibitions, trade fairs and conferences; and
- c) acting as property owners, lessors and lessees including repair, refurbishment and maintenance of such property; and
- d) provision and management for the benefit of any **employee** of canteen, social, sports, welfare, medical facilities, fire, first aid, rescue and ambulance services; and
- e) provision for the benefit of any **employee** of nursery, crèche or child or baby care facilities; and
- f) private work undertaken by any **employee** for any director or partner or executive of the **insured**; and
- g) security organisations for the benefit of the **insured**; and
- h) the organisation or sponsorship of charitable events or similar fund raising activities; and
- i) sponsorship of events, organisations, entities and individuals; and
- j) repair, maintenance and servicing of own mechanically propelled vehicles; and
- k) sale or disposal of own property and goods, including owned mechanically propelled vehicles; and
- l) provision of gifts and promotional material incidental to the business.

**3) deductible**

The amount which the **insured** agrees to pay before which the **underwriter** shall be liable to make any payment under this **policy** and such amount shall be inclusive of all costs and expenses as specified in Operative Clause 2 of Sections 1 and 2.

The **limits** as stated in the **schedule** will apply over and above the **deductible**, subject otherwise and always to this **policy** terms and conditions, exclusions, extensions, stated herein or **endorsements** attaching hereto.

**4) employee**

- a) any person under a contract of service or apprenticeship with the **insured**; and
- b) any labour master or labour only sub-contractor or persons supplied by them whilst under the direct control and supervision of the **insured**; and
- c) self-employed persons engaged by the **insured**; and
- d) persons engaged by the **insured** under work experience, training, study or similar schemes; and
- e) any person hired to, borrowed by or supplied to the **insured** from any other employer; and
- f) persons on secondment to the **insured** from the **insured's** parent or subsidiary companies outside the **United Kingdom**; and
- g) voluntary workers for the **insured**; and
- h) outworkers and home workers for the **insured**; and
- i) any prospective employee who is being assessed by the **insured** as to his or her suitability for employment; and
- j) any person determined to be an **employee** by a Court situated in the **United Kingdom**.

**5) endorsements or memoranda**

any amendment(s) to the wording attaching to and forming part of this **policy**.

**6) enforcing authority**

any government or statutory authority or body implementing or enforcing environmental protection legislation.

**7) GBP**

Pounds sterling, the lawful currency of the **United Kingdom**.

**8) injury**

bodily injury, death, disease and illness which shall include psychiatric illness.

**9) insured**

- a) the named **insured** in the **schedule** to this **policy**; and
- b) legal or personal representatives of the **insured** in respect of legal liability incurred by the **insured**.

and, only at the request of the **insured**:

- c) any director or partner of the **insured**; and
- d) any **employee**; and
- e) lessors, where such lessors are required in contract to be indemnified in respect of property, plant or equipment leased to the **insured**; and
- f) the officers, members, committee and voluntary helpers of the **insured's** canteen and welfare organisations in their respective capacities as such; and
- g) the officers and members of the **insured's** security, rescue, first aid, fire and ambulance services in their respective capacities as such; and
- h) the officers, members, committee, voluntary helpers and guests of the **insured's** sports and social organisations in their respective capacities as such; and
- i) any director or partner or executive of the **insured**, in respect of private work undertaken by any **employee** for a director, partner or executive of the **insured**; and
- j) the officers or members of the **insured's** medical organisation, other than any doctor, surgeon or dentist, while working in a professional capacity

Provided always that such parties shall observe, fulfil and be subject to the terms and conditions of this **policy**.

**10) limit(s)**

The amount(s) stated in the **schedule**, extension of cover, or condition of this **policy**, being the total amount payable by the **underwriter** in respect of any one **occurrence** irrespective of the number of claims, but in the aggregate for:

- a) Section 2; and
- b) Extensions 4a) and 5) of EXTENSIONS – SECTIONS 1, and 2.

**11) occurrence**

One event or series of events attributable to an originating source or cause.

**12) offshore**

From the time of embarkation onshore onto a conveyance at the point of final departure to an offshore rig, offshore platform, or support or accommodation vessel, until disembarkation onshore from such offshore rig, offshore platform or support or accommodation vessel.

**13) period of insurance**

The period between the Effective Date and the Expiry Date shown in the **schedule**, commencing at 00:00 hours (Local Standard Time) on the earliest date and expiring at midnight on the latest date (Local Standard Time).

**14) policy**

- a) all terms and conditions, exclusions, extensions, **endorsements** and the **schedule**, all whether general or Section specific, comprising this document; and
- b) all other **schedules**, notices, appendices, subjectivity notices and other documents agreed by the **underwriter** and the **insured** attaching from time to time; and
- c) all **endorsements** for incorporation in this document,

all of which shall be read together and constitute the contract of insurance between the **insured** and the **underwriter**.

**15) pollution**

Discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste into or upon land, or any structure on land, the atmosphere or any ground water, surface water or coastal waters.

**16) pollution incident**

A sudden, identifiable, unexpected and unintended **pollution** that takes place in its entirety at a specific time and place during the **period of insurance**.

**17) principal**

Any party, other than a director, partner or **employee** of the **insured**, with whom the **insured** has entered into a contract in the course of the **business**.

**18) products**

Goods or products (after they have ceased to be in the possession or under the control of the **insured**) manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the **insured**, (including containers, labelling, or instructions for use provided in connection therewith) and including any structure constructed, erected or installed or any contract works executed by or on behalf of the **insured**, in the course of the **business**.

**19) property damage**

Direct physical loss of or direct physical damage to material property.

**20) proposal**

Any information provided by the **insured** or the **insured's** broker or agent on behalf of the **insured** in connection with this insurance.

**21) remediation costs**

The reasonable and necessary costs incurred by the **insured** (or for which the **insured** becomes legally liable to pay) to investigate, neutralise, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination as required by any **enforcing authority**, but shall not include costs of achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water, beyond that required under any relevant and applicable law or statutory enactment at the time of remediation.

**22) schedule**

The schedule of insurance attaching to and forming part of this **policy**, together with any renewal schedule.

**23) territorial limits**

In respect of Section 1 – Public Liability and Section 2 – Products Liability, the **territorial limits** shall mean anywhere in the World.

**24) terrorism**

An act including but not limited to the use of force or violence and / or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention, to influence any government and / or to put the public or any section of the public in fear.

**25) underwriter(s)**

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited.

**26) United Kingdom**

Great Britain, Northern Ireland and for the purposes of this **policy**, also including the Channel Islands and the Isle of Man.

## SECTION 1 – PUBLIC LIABILITY

### OPERATIVE CLAUSE – SECTION 1

The **underwriter** will, subject to the terms, conditions, extensions, exclusions and **endorsements** contained in this **policy**, indemnify the **insured** up to the **limit(s)** stated in the **schedule**, in respect of:

1) all sums that the **insured** shall become legally liable to pay as damages for:

- a) **injury**; and/or
- b) **property damage**; or
- c) nuisance, trespass or interference with any easement, right of air, light, water or way; or
- d) false arrest, false detention, false imprisonment, wrongful eviction

occurring during the **period of insurance**, within the **territorial limits**, in connection with the **business**

and in addition to the **limit(s)** stated in the **schedule** shall pay:

2) claimants costs and expenses in connection with Operative Clause 1) of this Section

3) costs and reasonable expenses, incurred by or with the prior written consent of the **underwriter**, in connection with any claim made against the **insured** which would be the subject of indemnity under Operative Clause 1) of this Section.

4) all reasonable legal costs and expenses incurred with the prior written consent of the **underwriter** for representation of the **insured** at:

- a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or
- b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **injury**,

which is or may be the subject of indemnity under this Section

- i) .

Provided always that in respect of any one **occurrence**, the following will apply:

- i) the total amount payable by the **underwriter** in respect of Operative Clause 1) of this Section (including all extensions and memoranda) shall not exceed the **limit(s)** stated in the **schedule**;
- ii) in respect of any claims brought in the United States of America or Canada or any territory within their jurisdictions, all costs and expenses specified in Operative Clauses 2) and 3) of this Section are included within the **limit** stated in the **schedule**.

## EXCLUSIONS – SECTION 1

The indemnity provided under Section 1 shall not apply to or include liability:

1) arising from or out of the ownership possession or use by or on behalf of the **insured** of any:

a) mechanically propelled vehicle or mobile plant other than legal liability arising out of:

- i) the use of plant as a tool of trade on site; or
- ii) the use of plant at the premises of the **insured**; or
- iii) the loading or unloading of any vehicle, trailer or container; or

Provided always that:

- (a) indemnity is not provided by any motor insurance contract; or
- (b) compulsory motor insurance is not required by law; or
- (c) there is not more specific insurance applying.

b) aircraft or aerospace device; or

c) hovercraft; or

d) water-borne craft, other than:

- i) hand propelled or sailing craft in inland territorial waters; or
- ii) water-borne craft not owned by the **insured** but used by the **insured** for **business** entertainment; or
- iii) mechanically propelled water borne craft not exceeding 22 feet in length in inland or territorial waters.

Provided always that there is not more specific insurance applying.

2) caused by or arising from any **products**, other than food or beverages sold or supplied by the **insured** for consumption by visitors on the **insured's** premises or any other premises where the **insured** is carrying on the **business**.

- 3) for or arising from loss of or damage to any property which, at the time of the **occurrence** giving rise to such legal liability, is owned by or held in trust by or in the custody or control of the **insured** other than:
- a) **employees**', directors', partners', guests', customers', clients' or visitors' personal effects including vehicles and their contents; or
  - b) premises, including their fixtures, fittings and contents not owned by or leased to or rented to the **insured**, where the **insured** is undertaking work in connection with the **business**; or
  - c) premises, including their fixtures, fittings and contents, hired, leased, rented or lent to the **insured**, other than loss or damage in circumstances where liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement; or
  - d) any vehicle, craft, container or railway rolling stock, including contents and accessories not owned by or leased to the **insured**, for the purpose of or whilst being loaded or unloaded by the **insured**.
- 4) for **property damage** to that part of any property on which the **insured**, or any servant or agent of the **insured**, is or has been working.
- 5) arising from work performed **offshore** unless advised to and agreed by the **underwriter** prior to departure **offshore**.



## EXTENSIONS – SECTION 1

Subject otherwise to the terms, conditions exclusions of this **policy**, the **underwriter** will provide indemnity in respect of the following extensions and provided that the liability of the **underwriter** under each extension shall not exceed the **limit(s)** stated in an extension or the **schedule** where applicable.

### 1) Contingent Motor Liability

Notwithstanding exclusion 1) a) of Section 1, the **underwriter** will indemnify the **insured** (which for the purposes of this Extension, shall mean the **insured** named in the **schedule**) against legal liability for both **injury** to any person and **property damage** arising out of the use, in the course of the **business**, of any mechanically propelled vehicle neither the property of nor provided by the **insured**.

Provided always that this indemnity will not apply to legal liability:

- a) in respect of loss of or damage to such vehicle or to property conveyed therein; or
- b) arising while such vehicle is being driven by the **insured** or any person who, to the knowledge of the **insured** or his representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
- c) in respect of which the **insured** is entitled to indemnity under any other insurance; or
- d) arising outside the **United Kingdom**; or
- e) for which the **insured** is obliged to effect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation.

### 2) Data Protection Act

The **underwriter** will indemnify the **insured** and at the request of the **insured**, any director or partner or **employee** of the **insured**, in respect of their legal liability to pay:

- a) compensation in respect of damage or distress (including claimants costs) as described under section 13 of the Data Protection Act 1998 or any similar or amending legislation (the Act), and costs and reasonable expenses incurred by or with the prior consent of the **underwriter** on behalf of the **insured** in connection therewith.

Provided always that:

- i) the **insured** has registered in accordance with the terms of the Act; and
- ii) a claim for such compensation is first made against the **insured** during the **period of insurance**; and
- iii) this extension shall not apply in respect of:
  - (a) the payment of fines or penalties; or

- (b) the cost of replacing, reinstating, rectifying, or erasing any personal data; or
  - (c) liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this extension, if the result thereof could reasonably have been expected by the **insured** or any other person, having regard to the nature and circumstances of such act or omission; or
  - (d) liability caused by or arising from any incident or circumstances known to the **insured** at the inception of this extension.
- b) The liability of the **underwriter** for all amounts payable under this extension, relating to any claimant or number of claimants in respect of an **occurrence**, shall not exceed the **limit** stated in the **schedule**.

### 3) Defective Premises Act

The **underwriter** will indemnify the **insured** in respect of any liability which the **insured** as previous owners may incur, by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or any similar or amending legislation, in connection with any premises which have been disposed of by the **insured** and which prior to such disposal, were occupied by the **insured**, in connection with the **business**.

Provided always that the indemnity under this extension shall not cover:

- a) any liability for incidents happening prior to such disposal; and
- b) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship.

### 4) Member to Member Liability

In respect of the **insured's** canteen, sports, social and welfare activities and the activities of any sports or social club associated with the **insured**, it is agreed that if any claim arising out of such activities is made upon any member of the **insured**, by any other such member or other person and the claim is such that if made upon the **insured**, the **insured** would be entitled to indemnity under this **policy**, the **underwriter** will, subject to the terms and conditions of this **policy**, indemnify the said member in respect of such claim.

For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members.

Provided always that:

- a) such member is not entitled to an indemnity under any other policy or policies; and
- b) such member shall, as though he were the **insured**, observe, fulfil and be subject to the terms, conditions, and exclusions of this **policy**.

## 5) Obstructing Vehicles

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the **insured's business**, then notwithstanding exclusion 1) a) of Section 1, the **underwriter** will indemnify the **insured** in respect of legal liability for both **injury** to any person and **property damage** arising from the movement of such vehicle by the **insured**.

Provided always that:

- a) such movement shall be limited to the minimum necessary to clear the obstruction; and
- b) the vehicle is not owned, leased, borrowed or hired by the **insured**; and
- c) the vehicle to be moved is driven by a person who holds a licence to drive such vehicle; and
- d) this extension shall not apply where an indemnity is provided by any motor insurance contract, or where compulsory motor insurance is required by law, or where there is more specific insurance policy applying.

## 6) Overseas Personal Liability

The **underwriter** will indemnify the **insured** under this Section, and at the request of the **insured**, any director, partner or **employee** or any spouse or any child of any such person, against liability arising from **injury** or **property damage** arising from personal activities whilst temporarily outside the **United Kingdom** in connection with the **business**.

However, this indemnity shall not apply in respect of any liability:

- a) arising out of the ownership or occupation of land or buildings; or
- b) in respect of **pollution** occurring anywhere in the United States of America or Canada or any territory within their jurisdiction; or
- c) arising from the ownership, possession or use under the control of the **insured** or any party seeking indemnity under this extension of any mechanically propelled vehicle, trailer, aircraft or other aerial devices, hovercraft or watercraft of any size; or
- d) in respect of which, there is any other insurance or indemnity in favour of any party seeking indemnity under this extension.

Provided always that:

- i) such persons are ordinarily resident in the **United Kingdom**; and
- ii) such persons shall observe, fulfil and be subject to the terms, conditions and exclusions of this **policy**.

## 7) Non-Manual trips to USA/Canada

The **underwriter** will indemnify the **insured** under this Section, against liability in respect of **injury** or **property damage**, happening anywhere within the United States of America or Canada, directly arising out of **business** visits by directors or non-manual **employees**.

Provided always that:

- a) such directors and non-manual **employees** are ordinarily resident in the **United Kingdom**; and
- b) the **underwriter** shall not indemnify the **insured** under this extension against:
  - i) liability in respect of **pollution**; or
  - ii) liability arising directly or indirectly through any management decision, whether by way of omission or commission, relating to the operations of any parent, subsidiary or affiliated company situated in the United States of America or Canada.

## SECTION 2 – PRODUCTS LIABILITY

### OPERATIVE CLAUSE – SUB-SECTION 2

The **underwriter** will, subject to the terms, conditions, extensions, exclusions and **endorsements** contained in this **policy**, indemnify the **insured** up to the **limit(s)** stated in the **schedule**, in respect of:

1) all sums that the **insured** shall become legally liable to pay as damages for:

- a) **injury**; and / or
- b) **property damage**

occurring during the **period of insurance**, within the **territorial limits**, in connection with the **business**, and caused by **products**,

and in addition to the **limit** stated in the **schedule** shall pay:

2) claimants costs and expenses in connection with Operative Clause 1) of this Section.

3) costs and reasonable expenses, incurred by or with the prior written consent of the **underwriter**, in connection with any claim made against the **insured** which would be the subject of indemnity under Operative Clause 1) of this Section.

4) all reasonable legal costs and expenses, incurred with the prior written consent of the **underwriter**, for representation of the **insured** at:

- a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or
- b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **injury**,

which is or may be the subject of indemnity under this Section.

Provided always that in respect of all **occurrences** during any **period of insurance**, the following will apply:

- i) the total amount payable by the **underwriter**, in respect of Operative Clause 1) of this Section (including all extensions and memoranda), shall not exceed the **limit(s)** stated in the **schedule**, which shall be the total amount of all claims during the **period of insurance**; and
- ii) in respect of any claims brought in the United States of America or Canada or any territory within their jurisdictions, all costs and expenses specified in Operative Clauses 2) and 3) of this Section are included within the **limit(s)** stated in the **schedule**.

## EXCLUSIONS – SECTION 2

The indemnity under Section 2 of this **policy** will not apply to or include liability:

- 1) arising out of any **products** or services directly affecting the integrity of the structure, navigation or propulsion of any aircraft or aerospace device or hovercraft or watercraft, where such **products** or services are knowingly supplied by the **insured** for this purpose and to the extent that they are safety critical.
- 2) arising from or in connection with any **product** where such legal liability has been accepted by agreement, by or on behalf of the **insured**, except to the extent that such liability would have attached in the absence of such agreement.
- 3) In respect of loss of or damage to any products caused by any defect therein or the unsuitability thereof for their intended purpose.
- 4) for any costs or expenses in repairing, replacing, recalling or making any refund in respect of **products**.

## EXCLUSIONS – SECTIONS 1 and 2

The indemnities provided under Sections 1 and 2 of this **policy** and any extensions or **endorsements** thereto will not apply to or include liability:

- 1) arising as a result of any deliberate act of or deliberate omission by the **insured**, the consequences of which could reasonably have been expected by any senior executives or managers of the **insured**, having regard to the nature and circumstance of such act or omission.
- 2) arising solely due to a contract or agreement entered into, by or on behalf of the **insured**, except to the extent that such liability would have attached in the absence of such agreement.
- 3) in respect of **injury** to any **employee** arising out of and in the course of employment by the **insured**, in connection with the **business**.
- 4) arising from or in connection with:
  - a) advice; or
  - b) designs; or
  - c) formulae; or
  - d) specifications; or
  - e) professional services

provided solely for a fee, other than with the intent of obtaining a contract for the future supply of **products**, whether or not such contract is obtained.

- 5) in respect of **pollution**.
- 6) arising out of libel, slander, defamation of character, deceit or injurious falsehood, discrimination, harassment or advertising injury.
- 7) in respect of:
  - a) fines, penalties or liquidated damages; or
  - b) compensation ordered or awarded by a Court of Criminal Jurisdiction; or
  - c) aggravated, exemplary or punitive damages awarded by any court outside the **United Kingdom**.

- 8)** for any **occurrence**, directly or indirectly caused by or contributed to, by or arising from:
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
  - c) any 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.
- 9)** for any **occurrence** in respect of any **airside liability**.
- 10)** for any actual or alleged liability whatsoever, for any claim or claims, in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos, or any material containing asbestos in whatever form or quantity.
- 11)** for the amount of any **deductibles** stated in the **schedule**.



## GENERAL EXTENSIONS – SECTIONS 1 and 2

Subject otherwise to the terms, conditions and exclusions of this **policy**, the **underwriter** will provide an indemnity in respect of the following Extensions and provided that the liability of the **underwriter** under each Extension shall not exceed the **limit** stated in that Extension or any other **limit(s)** stated in the **schedule** where applicable.

### 1) Compensation for Court Attendance

In the event of any director or partner or **employee** attending court as a witness at the request of the **underwriter** in connection with a claim in respect of which the **insured** is entitled to indemnity under this **policy**, the **underwriter** shall 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** GBP750 (seven hundred and fifty).
- b) any other **employee** GBP500 (five hundred).

### 2) Cross Liabilities

If the **insured** comprises more than one party, the **underwriter** will provide indemnity to each such **insured**, in the same manner and to the same extent, as if a separate **policy** had been issued to each, provided always that the cumulative total amount payable hereunder to all such **insureds** shall not exceed the **limits** stated in the **schedule**.

### 3) Indemnity to principals

Notwithstanding Exclusion 2) to EXCLUSIONS - SECTIONS 1 and 2, to the extent that any contract or agreement entered into by the **insured** with any **principal** so requires, the **underwriter** will, subject to the **limits** stated in the **schedule**:

- a) indemnify the **insured** against liability assumed by the **insured**; and
- b) indemnify the **principal** in like manner to the **insured** in respect of the liability of the **principal** arising out of the performance by the **insured** of such contract or agreement.

Provided always that:

- i) the conduct and control of claims is vested in the **underwriter**; and
- ii) the **principal** shall observe, fulfil and be subject to the terms, conditions and exclusions of this **policy**; and
- iii) indemnity under this extension, in respect of Sections 1 and 2, shall not apply to liability in respect of liquidated damages or to liability under any penalty clause.

Indemnity to any **principal** shall only apply in respect of liability for which the **insured** named in the **schedule** would have been entitled to indemnity hereunder, if the claim had been made directly against the **insured**.

For the purposes of this extension, the term **principal** shall include, but shall not be limited to, any partner, co-venturer, subsidiary or affiliated or parent company to the **principal**, but only to the extent that the contract between the **principal** and the **insured** requires these additional parties to be indemnified in a like manner to the **insured**.

#### 4a) Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007

The **underwriter** will indemnify the **insured**, as defined as 9) a) in the GENERAL DEFINITIONS, for the defence costs incurred solely for the conduct of the defence of the **insured** resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 (including an appeal against conviction) up to the **limit** for this extension shown below.

Provided always that:

- i) notice of any prosecution under the Act is received during the **period of insurance** and the said offence alleges breach of a relevant duty of care in relation to the **business** and where the circumstances of the alleged offence may be the subject of indemnity under this **policy**; and
- ii) the **underwriter** shall not be liable for the payment of any fine or penalty.

The **limit** under this Extension 4a is as stated in the **schedule** and is the maximum amount the **underwriter** will pay in respect of any one prosecution or all prosecutions during any one **period of insurance**, regardless of the number of **insureds** entitled to indemnity in respect of such prosecution or prosecutions.

#### 4b) Other Prosecution Defence Costs

The **underwriter** will indemnify the **insured** against:

- i) costs and expenses incurred with the written consent of the **underwriter**; and
- ii) costs and expenses awarded against either the **insured** or any director or **employee** of the **insured**

in connection with a prosecution (including an appeal against conviction resulting from a prosecution), as a result of an alleged offence under any legislation in the **United Kingdom** (including Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; Consumer Protection Act 1987; Food Safety Act 1990, but not arising under the Corporate Manslaughter and Corporate Homicide Act 2007), giving rise to duties in relation to the **business**, where the circumstances of the alleged offence may be the subject of indemnity under this **policy**.

Provided always that:

- (a) notice of any prosecution is received during the **period of insurance** and the said offence alleges breach of a relevant duty of care in relation to the **business** and where the circumstances of the alleged offence may be the subject of indemnity under this **policy**; and
- (b) the **underwriter** shall not be liable:

- (i) for the payment of any fine or penalty; or
- (ii) where the prosecution results from a deliberate management decision, act or omission of management.

The **limits** under this Extension 4b are included within the **limits** stated against each Section in the **schedule** and are the maximum amounts the **underwriter** will pay in respect of any one prosecution, regardless of the number of **insureds** entitled to indemnity in respect of such prosecution.

Any sum the **underwriter** pays under this extension for a claim arising under Section 2 will reduce the amount of the aggregate **limit** available for any other payment under Section 2 and the remaining amount of such aggregate **limit** is the most that will be available for any other payment.

## 5) Sudden and Accidental Pollution

Notwithstanding the provisions of Exclusion 5) to EXCLUSIONS – SECTIONS 1 and 2, the **underwriter** will indemnify the **insured** against liability in respect of both **injury** to any person and **property damage** caused solely by a **pollution incident**.

Provided always that:

- a) all **pollution**, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place; and
- b) the **underwriter** shall not indemnify the **insured** under this extension against any liability in respect of **pollution** happening anywhere in United States of America or Canada or any territory within their jurisdictions.

In addition the **underwriter** will indemnify the **insured** against liability for **remediation costs**.

However, the indemnity provided for **remediation costs** shall not:

- a) include **remediation costs** in or on any site, watercourse or body of water owned, leased or rented by the **insured**; or
- b) include the cost of reinstatement or reintroduction of flora or fauna; or
- c) override any provisos already applying to this extension; or
- d) cover the costs incurred by the **insured** or for which the insured becomes legally liable to pay, in order to curtail or minimise **pollution** once it has occurred, except that this extension shall indemnify the **insured** in respect of which the **insured** is legally liable in accordance with the requirements of the Environmental Damage (Prevention and Remediation) Regulations 2009 or any superseding or replacing legislation or regulation.

The **limit** under this Extension 5 is the **limit** stated in the **schedule**, but shall be in the aggregate during any **period of insurance** for both Sections 1 and 2 and nothing in this extension shall increase the liability of the **underwriter** to pay any amount in excess of this **limit**.

Any sum the **underwriter** pays under this extension for a claim arising under Section 2 will reduce the amount of the aggregate **limit** available for any other payment under Section 2 and the remaining amount of such aggregate **limit** is the most that will be available for any other payment.

## GENERAL CONDITIONS – APPLICABLE TO SECTIONS 1 & 2

### 1) Alteration

This policy shall be terminated with immediate effect, if after commencement of this insurance:

- a) the **insured's business** be wound up or carried on by a liquidator, receiver or administrator or permanently discontinued; or
- b) the **insured's** interest ceases otherwise than by death; or
- c) any alteration be made either in the **insured's business** or any other circumstances whereby any risk under this **policy** is increased,

unless agreed by the **underwriter** in writing and subject to the payment of any additional premium the **underwriter** may require and / or any additional terms, provisions, conditions and **endorsements** that the **underwriter** may impose or require.

### 2) Cancellation

This **policy** may be cancelled:

- a) by the **underwriter**:
  - i) immediately (subject to the requirements of the Consumer Credit Act if applicable), if the **insured** has applied to pay the Premium by instalments and an instalment is not received by any due date as set out in the Premium Instalment Agreement signed by the **insured**; in these circumstances the **insured's** credit agreement will also be cancelled immediately.
  - ii) in the event of non-payment of Premium, by sending 10 (ten) days written notice by recorded delivery to the last known address of the **insured**.
  - iii) for any other reason, by sending 30 (thirty) days' written notice by recorded delivery to the last known address of the **insured**.

In circumstance iii) above, the **insured** shall be entitled to a rebate equal to the proportionate part of the premium corresponding to the unexpired portion of the **period of insurance**.

- b) by the **insured** in writing or by Email, when cancellation shall take effect from receipt of such letter or Email or from a specified date in the future requested therein and agreed by the **underwriter**.
  - i) Cancellation during the first 3 months – 65% return of premium; or
  - ii) Cancellation from 3 months to 6 months – 40% return of premium; or
  - iii) Cancellation from 6 months to 9 months – 15% return of premium; or
  - iv) Cancellation from 9 months to 12 months – Nil return of premium

Provided that any return of premium under a) or b) above is subject to:

- (a) the application of any Minimum Premium stated in the **schedule**; and
- (b) no claim having been made during the **period of insurance**; and
- (c) written confirmation from the **insured** that there are no known circumstances likely to give rise to a claim.

### 3) **Choice of Law and Jurisdiction**

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the **period of insurance**, the **insureds business** has its registered office or principal place of **business** situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency

The meaning, validity and effect of this **policy** will be interpreted in accordance with the law of England and Wales and the English or Welsh Courts will have exclusive jurisdiction in any dispute hereunder.

### 4) **Contracting Parties and Rights of Action**

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 condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act or any amendment or re-enactment thereof.

The **insured** may not assign to any other person or organisation any right or cause of action against the **underwriter** under or in connection with this **policy**.

### 5) **Declarations**

Where the premium is provisionally based on the **insured's** estimates, the **insured** shall keep accurate records and no later than 3 months after expiry of the **period of insurance** declare such details as the **underwriter** requires.

Where such estimates include remuneration paid to **employees**, the required declaration shall also include remuneration paid to persons by the **insured** to perform a contract constituting the provision of labour only.

The premium shall then be adjusted and any difference paid by or allowed to the **insured** as the case may be, subject to any Minimum Premium that may apply.

## 6) Due Observance and Provision of Facts

The:

- a) due observance of the terms, provisions, conditions, exclusions and **endorsements** of this **policy** by the **insured**, in so far as they relate to anything to be done or complied with by the **insured**; and
- b) the provision by the **insured** of accurate and truthful statements, answers and information supplied on or in connection with the **proposal**

shall be a condition precedent to any liability of the **underwriter** to make any payment under this **policy** except:

- i) where compliance would tend to reduce the risk of loss of a particular kind, location or time, and the **insured** demonstrates that the non-compliance could not have increased the risk of loss which actually occurred in the circumstances in which it occurred; and
- ii) insofar 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 compulsory insurance of legal liability to any **employee**.

## 7) Duty of Fair Presentation

By entering into this insurance contract, the **underwriter** accepts that the **insured** has made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

## 8) Language

The language of this **policy** and any communication throughout the duration of the **period of insurance** will be English.

## 9) Payment of Premium

The **insured** shall pay the premium, as specified in the **schedule** as due, in full to the **underwriter** or, if the premium is being paid via the **underwriter's** instalment facility, the **insured** shall pay such instalments as they fall due for payment as set out in the Premium Instalment Agreement signed by the **insured**.

## 10) Reasonable Precautions

The **insured** 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.

## 11) Remedies for breach of fair presentation

A non-disclosure or misrepresentation is “deliberate or reckless” if:

- a) in the case of a non-disclosure, the **insured** knew that the matter to which the non-disclosure related was material to the **underwriter**, or did not care whether or not it was material to the **underwriter**.
- b) in the case of a misrepresentation, the **insured** knew it was untrue or misleading, or did not care whether it was untrue or misleading

The burden will be on the **underwriter** to prove all matters set out in this condition.

### (a) **Deliberate or reckless breach of the duty of fair presentation**

If the **insured** deliberately or recklessly breaches the duty of fair presentation of the risk, this **policy** will be avoided from its start date and no premium will be returned.

### (b) **Breach of the duty of fair presentation which is neither deliberate nor reckless**

If the **insured's** breach of the duty of fair presentation of the risk was neither deliberate nor reckless, and had the **underwriter** known about the information which led to the breach from the start of this **policy** or at the time of its renewal, the result of which would have been that the **underwriter**

i) would not have entered into the contract:

the **underwriter** will

- 1) charge an additional premium, the amount of which will be proportionate to the increase in risk, calculated from the start of the **period of insurance**; and
- 2) apply additional terms from the date of discovery of the breach by the **underwriter**

Provided always that the **insured** has paid the requested additional premium and agreed in writing to the additional terms, the **underwriter** will also:



- a) pay any valid claims notified to the **underwriter** before the date of the discovery of the breach, including any valid claim which led to the discovery of the breach; and
- b) continue with cover on the revised basis for the remaining **period of insurance**, but the **underwriter** reserves the right not to renew this policy.

If however the breach results in reputational harm to the **underwriter**, the **policy** will be cancelled from its start date and all premiums paid will be returned.

- (ii) would have entered the contract but would have applied different terms, the **underwriter** will apply those different terms from the date of discovery of the breach by the **underwriter**; or
- (iii) would have entered the contract but would have charged a higher premium, the **underwriter** will charge an additional premium proportionate to the increase in risk calculated from the start of the **period of insurance** (being the difference between the original annual premium and the new annual premium representing the increase in risk); or
- (iv) would have entered the contract but would have charged a higher premium and applied different terms:

the **underwriter** will

- 1) charge an additional premium proportionate to the increase in risk calculated from the start of the **period of insurance** (being the difference between the original annual premium and the new annual premium representing the increase in risk); and
- 2) apply additional terms from the date of discovery of the breach by the **underwriter**

## 12) Right to Survey

The **underwriter** or a representative of the **underwriter** is permitted to undertake a survey of any **premises** and shall produce a survey report for the **underwriter**.

Between inception of this **policy** and the production of the survey report, **policy** terms, conditions and exclusions remain unaltered.

However, in the event that the survey report is unsatisfactory to the **underwriter**, the **underwriter** shall have the right to:

- i) amend the terms, conditions or exclusions of this **policy** and / or require completion of risk improvements issued in writing by the **underwriter** within a defined period; or
- ii) terminate this **policy** by serving not less than 30 days-notice in writing to the **insured** at the address stated in the **schedule** and also to the **insured's** broker or agent.

If the **underwriter** elects to change the terms in accordance with b) i) above, then the **insured** may:

- (a) terminate this **policy**, within 30 days of receipt of the revised terms, by giving notice in writing to the **underwriter**; or
- (b) continue with this **policy** at the revised terms for the remainder of the **period of insurance**;

In the event of termination of this **policy** under this condition:

- i) Premium is due to the **underwriter** on a pro rata basis for the period that the **underwriter** is on risk; or
- ii) When the premium for the **period of insurance** has been paid to the **underwriter**, the **insured** shall be entitled to a pro rata return of premium for the unexpired **period of insurance**.

Provided always that any return of premium is subject to:

- (a) the application of any Minimum Premium (being pro rata of such Minimum Premium from the Effective Date shown in the **schedule** to the agreed date of cancellation) ; and
- (b) no claim having been made during the **period of insurance**; and
- (c) written confirmation from the **insured** that there are no known circumstances likely to give rise to a claim.

### 13) Sanctions

This **policy** will not provide any insurance cover or benefit and the **underwriter** will not pay any sum if doing so would mean that the **underwriter** is in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable the **underwriter**.

### 14) Several Liability Notice

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract.

An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the

syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion.

A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 15) Taxes

There may be circumstances where taxes may be due that are not paid via the **underwriter**. If this occurs then it is the **insured's** responsibility to ensure that these are paid direct to the appropriate authority.

## 16) Titles and Headings

Titles and Headings are descriptive and are used solely for convenience of reference and shall not be deemed to limit or affect the provisions to which they relate in any way.

## CLAIMS CONDITIONS – APPLICABLE TO SECTIONS 1 & 2

### 1) Action by the insured

The **insured** shall give written notice to the **underwriter** as soon as reasonably practicable with full particulars of any claim or circumstances which may give rise to a claim under this **policy** regardless of any **deductible** that may apply.

Every letter, claim, writ, summons and process in connection with such circumstances shall be forwarded to the **underwriter** immediately on receipt.

Written notice shall also be given by the **insured** to the **underwriter** immediately the **insured** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **policy**.

The **insured** shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this **policy** provide immediate notice (or on the first working day thereafter) thereof to the **underwriter**.

A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **insured** without the prior written consent of the **underwriter** who shall be entitled to take over and conduct in the name of the **insured** for its 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 assistance as the **underwriter** may reasonably require.

### 2) Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **underwriter**.

### 3) Fraud

If fraudulent means are used by the **insured** or by anyone acting on behalf of the **insured** to obtain any indemnity under this **policy**, the **underwriter**:

- a) will not pay the claim; and
- b) may recover from the **insured** any sums paid by the **underwriter** to the **insured** in respect of the claim; and
- c) may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If the **underwriter** does treat this **policy** as having been terminated, the **insured** will:

- i) have no cover under this **policy** from the date of termination; and
- ii) not be entitled to any refund of premium.

#### 4) Other Insurance

If at the time of any claim, there is or but for the existence of this **policy**, there would be any other insurance covering the same legal liability the indemnity under this **policy** will not apply in respect of any amount beyond that which would have been payable under such other insurance had this **policy** not been effected.

#### 5) Payments Under this policy

The **underwriter** may, at any time, make a payment to or on behalf of the **insured** of:

- a) the maximum **limit(s)** stated in the **schedule** in respect of any one **occurrence** or **pollution incident**; or
- b) in either case, the balance thereof, should any payments have already been made in respect of claims arising out of the same **occurrence** or **pollution incident**; or
- c) in either case, the balance thereof, should any payments have already been made in respect of claims where the **limit** stated in the **schedule** is in the aggregate in any one **period of insurance**; or
- d) in respect of claims occurring in the United States of America or its territories or its protectorates or Canada any payment under a) b) or c) above shall include legal costs or expenses incurred prior to the time of such payment; or
- e) any lesser amount for which, at the absolute discretion of the **underwriter**, the claim arising out of such **occurrence** or **pollution incident** can be settled.

The **underwriter** will then have no further liability arising out of or in connection with such **occurrences** or **pollution incidents**.

In respect of Section 1, if the sum payable in respect of any claim or claims occurring in connection with or arising out of any one **occurrence** exceeds the **limit(s)** stated in the **schedule**, the **insured** shall be responsible for any amount in excess of such **limit(s)**.

In respect of Sections 2 and 3, if the sum payable in respect of any claim or claims occurring in connection with or arising out of

- a) any one **occurrence**; or
- b) any one or all such **occurrences** in the **period of insurance** in the case of **products**, and extension 4 a) and 5 to EXTENSIONS - SECTIONS 1, 2 and 3

exceeds the **limit(s)** stated in the **schedule**, the **insured** shall pay

- i) any **deductible**; and
- ii) any amount in excess of such **limit(s)**; and
- iii) where costs and expenses specified in clauses 2) and 3) of Sections 2 and 3 are **in addition** to the **limit(s)** stated in the **schedule**, the **insured** shall also pay a proportion of such costs and expenses, as those **limit(s)** bear to the total sum payable in respect of such **occurrences** or **pollution incidents**.

## 6) Subrogation and Waiver of Rights

Where indemnity is provided under this **policy**, the **insured** shall, at the request and expense of the **underwriter**, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **insured** before or after any payment is made by the **underwriter**.

In the event of a claim arising under this **policy**, the **underwriter** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against:

- a) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the **insured**, as defined in the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim; or
- b) any company which is a subsidiary of a parent company of which the **insured** are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order as appropriate, current at the time of such claim.

## COMPLAINTS

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**.

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** 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 **your broker** or the following:

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

**Telephone:** +44 (0) 20 7746 1300

**Fax:** +44 (0) 20 7746 1001

**Email:** [complaints@msamlin.com](mailto:complaints@msamlin.com)

**Website:** [www.msamlin.com](http://www.msamlin.com)

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham  
Maritime, Chatham, Kent, ME4 4RN

**Telephone:** +44 (0) 20 7327 5693

**Fax:** +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was

received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, Square, London E14 9SR

**Telephone:** Fixed: 0800 0234567 Mobile: 0300 1239123  
Outside UK: +44 (0) 20 7964 0500

**Fax:** +44 (0) 20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

### **Compensation (Financial Services Compensation Scheme)**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).



## PRIVACY NOTICE

Within this PRIVACY NOTICE, 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**.

### Information we process

**You** should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** Internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

### How we use your information

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with

**We** may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **your** personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

### **Why it is necessary to share information**

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property **damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### **The transferring of information outside the European Economic Area**

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

### **Access to your information**

**You** have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Privacy Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of £10 for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

### **Providing consent to process your information**

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

### **Changes to this Notice**

**We** keep **our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

### **Contacting us**

If **you** have any questions relating to the processing of **your** information, please write to:

The MS Amlin Data Privacy Officer, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

**You** can also email **us** at: [dataprivacyofficer@msamlin.com](mailto:dataprivacyofficer@msamlin.com)

For information about the MS Amlin Group of companies please visit [www.msamlin.com](http://www.msamlin.com)

## **REGISTRATION and REGULATORY INFORMATION**

**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.

## ENDORSEMENTS / MEMORANDA

### Definitions

The following words, terms or phrases are added to the General Definitions section of the **policy**:

**member** shall mean and include:

- 1 in respect of Company Membership of British Eventing Limited the registered agent of such company
- 2 (a) any member of British Eventing Limited as described in the Rules Regulations and Members Handbook of British Eventing Limited
  - (i) normally domiciled in the **United Kingdom**
  - (ii) normally domiciled elsewhere in the world whilst temporarily visiting the **United Kingdom** from the time of arrival in the **United Kingdom** until time of departure therefrom only
  - (iii) normally domiciled outside the **United Kingdom** whilst acting as part of an official British Eventing Team only where membership or subscription has been paid
- (b) day pass holders at one day events (except intermediate and advanced events) and excluding Championships and National Finals at any level
- 3 if required by Law the parent or guardian of the said **member**
- 4 in the event of the death of a **member** the personal representatives of the member in respect of liability incurred by the **member**

**affiliated event** shall mean any event which has been affiliated in accordance with the Rules of British Eventing Limited

**horse** shall mean any horse pony donkey mule ass or jennet

### Personal Liability

Section 2 extends to cover the personal liability for **members** of British Eventing Limited arising out of the 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

- 1 all sums which the **insured** shall become legally liable to pay as damages up to but not exceeding the Limit of Liability and in addition claimants costs and expenses in respect of **injury** to any person or **property damage** to material property not belonging to or in the custody or under the control of the **insured** or any **employee** happening
  - (a) anywhere in the world for **members** normally domiciled in the **United Kingdom**
  - (b) in the **United Kingdom** for **members** temporarily visiting the **United Kingdom**
  - (c) anywhere in the world for **members** normally domiciled outside the **United Kingdom** acting as part of an official British Eventing Team

during the **Period of Insurance** and arising out of the **insured'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

provided that

- (a) this cover shall not apply to liability more specifically provided under any other insurance
- (b) any person indemnified under this extension shall observe fulfil and be subject to the **policy** terms conditions, exclusions, extensions, endorsements and limitations

- (c) the **underwriter** shall not be liable under this Policy unless the **underwriter** has the sole conduct or control of all claims

Personal Liability for **members** include

- (i) Authorised Users Indemnity:

Indemnity to any person given permission by the **insured** to use the **insured's** horse or horse drawn carriage

- (ii) Grooms Indemnity:

Indemnity to any groom whilst working for the **insured** for liability arising out of such work for the **insured**

#### **Additional Exclusions**

The indemnity provided under Section 2 shall not apply to or include liability:

#### **Racing Point to Point or Steeplechasing or Team Chasing**

arising in connection with racing (other than gymkhana novelty races) point to point or steeplechasing or team chasing

A handwritten signature in black ink, appearing to read "Shwley", is positioned above the signature line.

**Signed:**

**Dated**      **13<sup>th</sup> February 2018**