



Membership Wording

Master Policy of Public Liability Insurance

Issued to

British Eventing

To cover

**Each of the different members of British Eventing during
the Period of Insurance.**

Scheme Administrator

This scheme is administered on behalf of the members of British Eventing by Marsh UK Ltd. If **you** have any queries relating to this **policy** please contact Marsh on their Insurance Helpline- [01732 877523](tel:01732877523).

Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via Davies Group who will be able to advise **you**.

Phone: 0344 856 2364

Email: newclaims.liberty@davies-group.com

The cover under this **policy** is on a Claims Occurring basis. That means it only covers claims that occur during the **period of insurance** and are notified to **us** in accordance with the terms and conditions of the **policy**.

Please refer to Policy Condition 1 on Page 12 for full details of the claims procedure and conditions.

Policy Information

Not forming part of this Insurance **policy**

This **policy** has been prepared in accordance with the instructions of the **Master Policy Holder** on behalf of its members. Please read it carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Marsh UK Ltd should be contacted immediately if any correction is necessary.

This **policy** consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this **policy** or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the **policy** which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this **policy**;
- the **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided;
- any **Endorsement(s)** which might apply to the **policy** or individual Sections and which incorporate cover and amendments extensions limitations and such like.

You should immediately notify **us** via Marsh UK Ltd of any changes which may affect the insurance provided by this **policy**.

Alterations in the cover required after issue of the **policy** will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should file with the **policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **policy** to ascertain precise details of cover currently in force.

British Eventing Public Liability Insurance for members

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Definitions

These definitions are applicable to the whole **policy** wherever these words appear in **bold**.

Affiliated Event

Means any event which has been affiliated in accordance with the Rules of British Eventing.

Damage

Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible **property**. Damaged will have the equivalent meaning.

Day Pass Member

Means

a. any **Day Pass Member** of British Eventing:

(i)

a) normally domiciled in the United Kingdom, the Isle of Man, or the Channel Islands; or

b) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man or the Channel Islands; and

(ii) restricted to whilst on the event site only.

who has paid their Day Pass membership subscription to the association and is covered under this insurance contract.

b. if required by Law, the parent or guardian of the said **Day Pass Member**.

c. in the event of the death of the **Day Pass Member**, the personal representatives of the **Day Pass Member** in respect of liability incurred by that **Day Pass Member**.

Providing that such person acts as though they were the insured **Day Pass Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Excess

Means the amounts specified in the policy which you shall pay in respect of all damages, compensation, claimants' costs, legal costs, and expenses before we shall be liable to make any payment. The excess shall apply to each occurrence other than in respect of legal liability arising out of injury, where the excess shall not apply.

Horse(s)

Means any horse, pony, donkey, mule, ass or jennet.

Indemnify

Means **we** will pay **you** for liabilities incurred under the terms of this **policy**. Indemnified shall have the same meaning.

Individual Member

Means

a. any Life, Full Individual or Green Member of British Eventing:

(i) normally domiciled in the United Kingdom, the Isle of Man, or the Channel Islands

- (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man or the Channel Islands

who has paid their membership subscription to the association and is covered under this insurance contract.

b. if required by Law, the parent or guardian of the said **Individual Member**.

c. in the event of the death of the **Individual Member**, the personal representatives of the **Individual Member** in respect of liability incurred by the **Individual Member**.

Providing that such person acts as though they were the insured **Individual Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

Legal Costs

Means:

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

Master Policy Holder

Means British Eventing

Occurrence

Means an incident or event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **injury** and/or **damage to property**.

All **injury** or **damage to property** consequent upon or attributable to one source or originating cause shall be deemed to be one **occurrence**. That is irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or organisations who sustain **injury** and/or **damage to property**.

Ownership Member

Means

a. Owner Member, Joint Owner Member, Syndicate Member, Corporate Member or Green Owner Member of British Eventing:

- (i) normally domiciled in the United Kingdom, the Isle of Man, or the Channel Islands
- (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man or the Channel Islands

who has paid their membership subscription to the association and is covered under this insurance contract.

b. if required by Law, the parent or guardian of the said **Ownership Member**.

c. in the event of the death of the **Ownership Member**, the personal representatives of the **Ownership Member** in respect of liability incurred by that **Ownership Member**.

Period of Insurance

Means the time for which this insurance is in place. If you are a new member, this starts from the beginning of **your** British Eventing membership in 2021 and ends on 31st January 2022

If you are an existing member of British Eventing, then this insurance begins on 22nd February 2021 and ends on 31st January 2022 as long as you keep your membership in place.

Person Employed

Means:

1. a person under contract of service or apprenticeship with **you**;
2. a labour master or labour only sub-contractor or person supplied by any of them;
3. a self-employed person;
4. a person hired to or borrowed by **you**;
5. a person undertaking study or work experience;
6. a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment.

Policy

Means the contract of insurance between **you** and **us**.

Pollutant

Means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Pollution

Means the actual or threatened discharge, seepage, migration of any **pollutant** pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or **damage** or **injury** caused by such pollution contamination.

Premium

Means the proportion of **your** membership fee used to pay for this **policy**.

Property

Means material property of a Third Party. For the purposes of this **policy** electronic data is not property.

Registered Horse(s)

Means a **horse** or pony owned by a **Day Pass Member** or **Ownership Member**, registered with British Eventing.

Territorial Limits

Means

Individual Member:

Whilst in the United Kingdom, the Isle of Man or the Channel Islands.

Cover is extended to anywhere in the world whilst on a temporary trip abroad for a maximum of 30 days.

Cover is extended whilst taking part in an FEI Eventing event anywhere in the world providing the **Member** is eligible under British Eventing rules to do so and has been selected to represent Great Britain as part of a team, or as an individual.

Day Pass Member:

Whilst taking part in a British Eventing **Affiliated Event** in the United Kingdom, the Isle of Man or the Channel Islands.

Ownership Member:

Whilst the **Registered Horse** is in the United Kingdom, the Isle of Man or the Channel Islands.

We/Us/Our

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

www.libertyspecialtymarkets.com

You/Your/Yours

Means any **Individual Member**, **Day Pass Member** and/or **Ownership Member** of British Eventing, who has paid their subscription to the association and is covered under this insurance contract.

Important Information

Limit of Liability and Excess

Limit of Liability £ 10,000,000 per **occurrence**

Excess £ 500 per **occurrence** in respect of third party **property** damage

Irrespective of:

- a. the number of **Members**, **Day Pass Members** and/or **Ownership Members** and/or parties and/or entities entitled to cover;
- b. the number of claimants.

The amount **we** are liable to pay under this **policy** including all Extensions in respect of any one **occurrence** shall not exceed the Limit of Liability stated above.

All amounts payable by **Us** for **legal costs** will be payable in addition to the Limit of Liability, except where such payments are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Liability will be inclusive of all payments.

Policy Cover

The cover under this **policy** is on a Claims Occurring basis. That means it only covers claims occurring during the **period of insurance** and notified to **us** in accordance with the terms and conditions of the **policy**.

If any claim covered by this **policy** is also covered in whole or in part by any other insurance, **our** liability shall apply as excess of, and not as contributory with, such other insurance.

Section 1- Individual Members

We will **indemnify you** subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this **policy**

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a. accidental **injury** sustained by any person caused by **your** participation in any **Horse** related activity, and / or **your Horse** or **horse** drawn vehicle
 - b. accidental **damage** to **property** caused by **your** participation in any **Horse** related activity, and / or **your Horse** or **horse** drawn vehicle;

Occurring during the **period of insurance** within the **territorial limits**.

2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

Extensions to Cover

These extensions are automatically included under **your** cover as a **Member**.

1. Authorised Users'

This Section 1 extends to cover in like manner to **you** any person given permission by **you** to use **your horse** or **horse** drawn vehicle or a **horse** or **horse** drawn vehicle normally in your custody whilst using such **horse** or **horse** drawn vehicle only. That includes riding, driving or leading the **horse** or **horse** drawn vehicle, subject always to Policy Condition 4 - Non-Contribution Clause.

2. Grooms

This Section 1 extends to cover in like manner to **you** any groom working for you for legal liability arising out of the groom's work.

For the purpose of this extension, groom means any **Person Employed** by **you** as a **Member** for the purpose of riding, driving or leading the **Horse** or having custody and control of the **Horse**, provided they observe the terms and conditions of this **Policy**. This does not include riding the **horse** during the event itself.

Section 2- Day Pass Members

We will indemnify you subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this policy

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a. accidental **injury** sustained by any person caused by **your** participation in any **Horse** related activity, and / or **your Registered Horse**
 - b. accidental **damage** to **property** caused by **your** participation in any **Horse** related activity, and / or **your Registered Horse**;

Occurring during the **period of insurance** within the **territorial limits**.

2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

Extensions to Cover

These extensions are automatically included under **your** cover as a **Day Pass Member**.

1. Authorised Users'

This Section 2 extends to cover in like manner to **you** any person given permission by **you** to use **your Registered Horse** whilst using such **Registered Horse** only. That includes riding, driving or leading the **Registered Horse**, subject always to Policy Condition 4 - Non-Contribution Clause.

2. Grooms

This Section 2 extends to cover in like manner to **you** any groom working for you for legal liability arising out of the groom's work.

For the purpose of this extension, groom means any **Person Employed** by **you** as a **Day Pass Member** for the purpose of riding, driving or leading **your Registered Horse** or having custody and control of your **Registered Horse**, provided they observe the terms and conditions of this **Policy**. This does not include riding the **horse** during the event itself.

Specific Exclusions

The following is not covered under this Section 2:

We shall not be liable to **indemnify you** in respect of any claim, costs or expenses for injury or damage to property caused by any horse not registered with British Eventing.

Section 3- Ownership Members

We will indemnify you subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this policy

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a. accidental injury sustained by any person caused by your Registered Horse
 - b. accidental damage to property caused by your Registered Horse;

Occurring during the period of insurance within the territorial limits.

2. in respect of legal costs incurred with our written consent in connection with any occurrence which is or may be the subject of cover under 1 above.

Extensions to Cover

These extensions are automatically included under your cover as an Ownership Member.

1. Authorised Users'

This Section 3 extends to cover in like manner to you any person given permission by you to use your Registered Horse whilst using such Registered Horse only. That includes riding, driving or leading the Registered Horse, subject always to Policy Condition 4 - Non-Contribution Clause.

2. Grooms

This Section 3 extends to cover in like manner to you any groom working for you for legal liability arising out of the groom's work.

For the purpose of this extension, groom means any Person Employed by you as an Ownership Member for the purpose of riding, driving or leading your Registered Horse or having custody and control of your Registered Horse, provided they observe the terms and conditions of this Policy. This does not include riding the horse during the event itself.

Specific Exclusions

The following is not covered under this Section 3:

We shall not be liable to indemnify you in respect of any claim, costs or expenses for injury or damage to property caused by any horse not registered with British Eventing.

Policy Exclusions

Exclusion are the events, liabilities or property **We** do not cover under this **Policy**. There are additional exclusions within Sections 2 and 3 of this policy wording.

We shall not be liable to **indemnify you** in respect of any claim, costs or expenses:

1. Professional Rider

caused by, arising from or in connection with a Professional Rider riding your **horse** or **Registered Horse**. **However, this exclusion does not apply where the incident occurs at a British Eventing Affiliated Event.**

For the purpose of this exclusion a Professional Rider is someone who earns an income from their equestrian activities and who **you** have paid to ride **your horse** and/or **Registered Horse**.

2. You and Family Members

for **injury to you** or any member of **your** family or household.

3. Injury Sustained by Persons Employed

for **injury** sustained by any **person employed** arising out of and in the course of employment by **you**.

4. Pollution Contamination

caused by, arising from or in connection with **pollution** contamination of the atmosphere or of any water, land, buildings or other tangible **property** except to the extent that **you** can demonstrate that such **pollution**;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**
- (b) was not the direct result of **your** failure to take reasonable precautions to prevent such pollution

Provided always that all such pollution which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

5. Vehicles

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

- a. mechanical plant while operating as a tool of trade
- b. the loading or unloading of any vehicle or trailer except in respect of legal liability for which:
 - i. insurance or security is required by law;
 - ii. indemnity is provided by any motor insurance contract.

6. Property in Your Care Custody or Control

for loss of or **damage to property** belonging to or in **your** care, custody or control, or that of **your** family, household or person in **your** service.

7. Radioactive Contamination

directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

8. Punitive and Exemplary Damages

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

9. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

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

10. Excess

for the amount of the **excess** stated in the **policy**.

11. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of and/or **person employed** howsoever arising.

12. Asbestos

arising directly or indirectly from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

13. Cyber

involving the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.

14. Mould and Fungus

for **damage** to any **property** or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purpose of this exclusion "Fungal Pathogens" means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosol.

15. War

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

16. Hire or Reward

for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a **Horse** for hire or reward including for the provision of instruction or coaching.

17. Known Incidents

arising from circumstances known to **you** before the start of this **policy**.

18. Personal Data Breach

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from) , any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

19. Professional Advice

directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), Professional advice, design, service or specification given for a fee, but not for personal injury or property damage.

20. Contractual Liability

arising from liability assumed or rights waived by **you** under any contract or agreement, except to the extent that such liability would have attached to **you** in the absence of such contract or agreement.

Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this **policy**:

1. Claims procedure

You shall give **us** notice as soon as reasonably practicable of any **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

You shall also give all such additional information as **we** may require (including your British Eventing membership number and what category of membership you hold) and co-operate with **us** or **our** appointed agents during each stage of any claim.

You shall not admit liability or make any offer or promise of payment without **our** prior written consent.

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **us** immediately after they are received.

We shall be entitled either before or after any payment is made by **us** under this **policy** to take over at **our** own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in **your** name and on **your** behalf.

You must not destroy any evidence, plant or other property relating to an **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

You shall keep adequate records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims notification details:

Phone: 0344 856 2364

Email: newclaims.liberty@davies-group.com

2. Observance of Terms and Right of Recovery

You must observe and comply with all the terms of this **policy**, including anything to be done or complied with, before being able to benefit under this **policy**.

3. Excess

No claim will be paid until the applicable **excess** for that claim has been paid to and received by **us**.

4. Non-Contribution Clause

If any claim covered by this **policy** is also covered in whole or in part by any other insurance, **our** liability shall apply as excess of, and not as contributory with, such other insurance.

5. Other Insurances

If at any time of any claim(s) covered by this **policy** there is or but for the existence of the **policy** would be any other insurance covering the same legal liability the cover given by this **policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **policy** not been effected and subject to the Limit of Liability.

6. Discharge of Liability

In respect of any claim against **you** to which a Limit of Liability applies, **we** may at any time pay the amount of that Limit after deduction of any sums already paid or incurred or any less amount for which at **our** absolute discretion that claim can be settled. **We** will relinquish control of that claim and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **legal costs**.

7. Cancellation

The **Master Policy Holder** can cancel this insurance at any time.

You can cancel this insurance by ending **your** membership with British Eventing.

We can cancel this insurance by giving the **Master Policy Holder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **premium**;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **us** or to Marsh UK Ltd.

8. Precautions and Reasonable Care

You shall take all reasonable precautions:

- a. for the safety of and to avoid, prevent or minimise any **damage to property**; and
- b. to avoid, prevent or minimise any **injury** to others

which might give rise to a claim under this **policy**.

You shall also:

- a. comply with all statutory and other obligations and regulations imposed by any authority;
- b. exercise reasonable care in the selection and supervision of **persons employed** and in the employment of competent staff.

9. Fraud

If **you** make a fraudulent claim under this **policy**, **we**:

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

If **we** exercise **our** rights under Condition 10. c) above:

1. **we** shall not be liable to **you** in respect of a relevant **event** occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
2. **we** need not return any of the **premium** paid.

This condition will only apply to **you** as an individual and not the entire group if the fraud was perpetrated by **you** and not the **Master Policy Holder**.

10. Subrogation

We may take any action **we** consider necessary to enforce **your** rights and **our** rights under the **policy**. Under this **policy** **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense, either before or after any payment is made by **us** under this **policy**.

11. Termination of Membership

Termination of **your** membership of British Eventing from any cause will similarly terminate cover under this **policy** from the same date.

Further Information

Complaints Procedure

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the Policy.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number;

or

Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number.

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Ombudsman Service which is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London
E14 9SR Tel: 0800 023 4567
Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at www.financial-ombudsman.org.uk

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **you** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,
www.caa.lu

or

Service national du Médiateur de la consommation (for consumers only)
www.mediateurconsommation.lu

or

Médiateur en Assurances

ACA,

www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

Financial Services Compensation Scheme

If Liberty Mutual Insurance Europe SE are unable to meet their liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Data Protection Notice

How Liberty Specialty Markets uses **your** personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

Sanctions

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

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this **policy**, such dispute shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall have jurisdiction. The **premium** has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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