

The Hurlingham Polo Association Members' Public Liability Insurance

Policy Document

Lycetts

Members' Public Liability Insurance

Contents

	Page
Schedule of Insurance	3
Identity of Insurers	4
Contract of Insurance	5
Policy Information	6
Definitions	7
Policy Cover	10
Policy Exclusions	12
Policy Conditions	15
Further Information	19

Schedule of Insurance

Policy Number:	81886525
Issuing Office:	Lycetts, 1 Stables Court, The Parade, Marlborough, Wiltshire, SN8 1NP
Policy Form:	HPA Members' Public Liability Policy
Insured:	<p>The Hurlingham Polo Association and all its Members' whilst playing, practising or training for polo</p> <p>For Members with an official handicap of up to and including 2 goals, cover is extended 24 hours a day, 7 days a week to cover a maximum of ten Polo Ponies registered/passported with the Hurlingham Polo Association in their name.</p> <p>Cover will be automatically extended to include a Member increasing above an official handicap of 2 goals for a period not exceeding 30 days from the effective date of the handicap change.</p>
Registered Address:	Manor Farm, Little Coxwell, Faringdon, Oxfordshire SN7 7LW
Business Description:	Private and personal ownership of Polo Ponies including the loan of Polo Ponies to Umpires; Playing polo; Umpiring or Refereeing of polo.
Period of Insurance:	01/02/2018 (0000 hrs) to 31/01/2019 (2359 hrs)
Geographical Limits:	Worldwide

Public Liability

Limit of Liability:	GBP	10,000,000	any one occurrence, unlimited in the annual aggregate
Excess:	GBP	250	each and every Third Party Property Damage claim including costs and expenses

Endorsement attaching to Contract No: MPEN180053

Identity of Insurers

Markel International Insurance Company Limited
20 Fenchurch Street, London. EC3M 3AZ
Tel: +44 (0) 20 7953 6000 Fax: +44 (0)20 7953 6001
www.markelinternational.com

Registered at the above address. Registered in England number 966670

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Contract of Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number MPEN180053 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear attached (all of whom are hereinafter referred to as "Insurers") and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE INSURERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

1. the liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations and shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers;
2. this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy the insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request has been signed as follows:

The subscribing Insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurers that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of the Insurers as noted in the endorsement to this policy entitled Identity of Insurers.

Authorised signatory
Jonathan Turner



Chief Executive Pen Underwriting

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493)

Registered Office: The Walbrook Building, 2 Walbrook, London. EC4N 8AW. Registered in England and Wales. Company Number 5172311

Policy Information

Not forming part of this Insurance Policy

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of:

- the **Schedule** which states who is the Insured, the Business being covered and other particulars such as the Period of Insurance and details such as the occurrences insured, limits of liability and certain amounts for which the Insured may be responsible;
- **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 the Insurers via your insurance broker or other intermediary 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 Schedule(s) and/or Endorsement(s) which you should file with the Policy. You should refer to these Schedules and/or Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Important Notice to the Insured

This Policy is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

Claims Procedure

If any incident occurs which could result in a claim, You must immediately contact the Insurers via Lycetts who will be able to advise you.

Please refer to Policy Condition 1 on Page 15 for full details of the claims procedure and conditions.

Definitions

Applicable to the whole Policy wherever these words appear starting with a capital letter.

Business	means the Business as stated in the Schedule.
Coaching	means polo Coaching and/or instructing undertaken by any person but which is not carried out by way of business or for gain.
Damage	means physical loss of or damage to Property.
Event	means any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
Excess	means the amounts specified in the Schedule which the Insured shall pay in respect of all damages, compensation, claimants costs, Legal Costs and expenses before the Insurers shall be liable to make any payment. The Excess shall apply to each Event other than in respect of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man where the Excess shall not apply in respect of legal liability arising out of Injury.
Injury	means bodily injury, death, disease, illness, nervous shock or mental injury.
Insured	means: <ol style="list-style-type: none"> 1 the Insured as stated in the Schedule; 2 the personal representatives of the Insured in respect of legal liability incurred by the Insured against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the Insured; 3 any person, if the Insured so requests, riding, driving or leading any Polo Ponie(s) on the Insured's order or with his permission; <p>each of whom shall be subject to the terms of this Policy insofar as they can apply.</p>
Insurers	means the insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request
Legal Costs	means: <ol style="list-style-type: none"> 1 costs of legal representation at: <ol style="list-style-type: none"> a any Coroner's Inquest or Fatal Accident Inquiry; b proceedings in any court arising out of any alleged breach of statutory duty; 2 all other costs and expenses in relation to the defence, investigation or settlement of any claim incurred with the Insurer's consent.
Member	means a Member of The Hurlingham Polo Association as they may appear on the Register of Members and as described in the Articles of Association of The Hurlingham Polo Association.

Nuisance	means nuisance, trespass or interference with any: <ol style="list-style-type: none"> 1 easement; 2 right of air; 3 right of light; 4 right of water; 5 right of way.
Period of Insurance	means the Period stated in the Schedule.
Person Employed	means: <ol style="list-style-type: none"> 1 a person under contract of service or apprenticeship with the Insured; 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 the Insured; 5 a person undertaking study or work experience; 6 a person supplied to the Insured under a contract or agreement, the terms of which deem such a person to be in the employment of the Insured; <p>while working under the control of the Insured in connection with the Business.</p>
Playing	means the playing of polo in any format on any surface indoors or outdoors which in the opinion of the Chairman or the Chief Executive is not private chukkas or a purely private friendly match.
Pollutants	means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.
Pollution Contamination	means pollution contamination of buildings or other structures, or of water or land, or the atmosphere and all loss or Damage or Injury directly or indirectly caused by such Pollution Contamination.
Polo Passport	means an Equine Passport as required under the Horse Passport Regulations (2004) authorised and stamped by the Hurlingham Polo Association.
Polo Pony(ies)	means any equine used for polo and holding a Hurlingham Polo Association registration and/or Polo Passport including any Polo Pony acquired by a Member from the date of acquisition subject to notification in writing to the Hurlingham Polo Association of the change within 14 days, always provided the total number registered/passported in their name does not exceed ten.
Premises	means any place(s) used for the purposes of the Business within the Territorial Limits.
Premium	means the amount specified in the Schedule.
Product	means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured but shall not include food or drink for consumption on the Premises of the Insured or at any other premises where the Insured is conducting the Business.
Property	means material property.
Proposal	means any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith.

Schedule	means the Schedule of Insurance attached hereto.
Refereeing	means polo Refereeing as specified in the current Hurlingham Polo Association Year Book undertaken by any Member only under HPA endorsed events.
Territorial Limits	Worldwide.
Terrorism	means 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.
Umpiring	means polo Umpiring undertaken by any person only under HPA endorsed events.
We/Us/Our	means the insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request
You/Your/Yours	means the Insured as stated in the Schedule.

Policy Cover (operative clauses)

1. Cover and Jurisdiction

Whereas the Insured or persons Firm or Company named in the schedule herein which shall include any employee, Partner or Director who is carrying on only the Business declared for the purposes of this insurance and have paid the premiums stated in the Schedule, the Insurers hereby agree to indemnify the Insured, subject to the terms, exclusions, conditions and warranties herein or endorsed hereon up to the Sum Insured specified in the Schedule less any Excess, against liability at law for damages (including claimants' costs, fees and expenses) as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole in accordance with the law within the European Union.

2. Limits of Indemnity

The Insurers' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising from one originating cause
Provided always that the Limit of Indemnity in respect of Defence Costs of Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

3. Defence Costs

Subject to the written consent and the control of the Insurers and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

Incurred by or awarded against the Insured arising out of any prosecution of the Insured:

1. For breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
2. For any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
3. Incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007.
4. Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
5. Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy
6. Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

4. Indemnity to others

The indemnity granted extends to:

- a. Managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- b. The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such

- c.* Any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- d.* Any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- e.* The personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.
- f.* Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

5. Cross Liabilities

If the Insured comprises more than one party and/or entity the Insurers will indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that the total amount of indemnity afforded by the Insurers shall not exceed the Limit of Liability stated in the Schedule regardless of the number of parties and/or entities entitled to indemnity.

6. Compensation for Court Attendance

If at the request of the Insurers any Insured shall attend court in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy; the Insurers will provide compensation to the Insured of GBP 250 per day for each day on which attendance is required.

Policy Exclusions

This Policy will not apply to legal liability and/or Legal Costs:

1. Injury Sustained by Persons Employed

For injury sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business and for any claim for breach of employment contract, defamation, discrimination and/or harassment and or in relation to the hiring, supervision, retention and/or personal development of any Insured and/or Person Employed howsoever arising.

2. Product

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

3. Pollution Contamination

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

4. Vehicles

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

- a.* Mechanical plant while operating as a tool of trade
- b.* The loading or unloading of any vehicle.

Except in respect of legal liability for which:

- i.* Insurance or security is required by law;
- ii.* Indemnity is provided by any motor insurance contract.

5. Vessels and Aircraft

Arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

6. Property in the Care Custody or Control of the Insured

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

- a.* Personal effects including vehicles and their contents of any Person Employed or any director or partner of or visitor to the Insured;
- b.* Premises including their contents not owned by or leased or rented to the Insured but temporarily occupied by the Insured for the purposes of undertaking work in connection with the Business;
- c.* Premises and their fixtures and fittings leased or rented to the Insured provided that where such liability has been accepted by agreement indemnity will only be provided by the Insurers to the extent that such liability would have attached in the absence of the said agreement.

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 any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

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

Arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

10. Defamation

In respect of any form of defamation.

11. Excess

For the amount of the Excess(es) stated in the Schedule in respect of the first amount of each claim arising out of Damage.

12. Defamation

In respect of any form of defamation.

13. Excess

For the amount of the Excess(es) stated in the Schedule in respect of the first amount of each claim arising out of Damage.

14. 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 whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

15. Terrorism

Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

16. Player to Player Liability

For claims made by one Player against another whilst actually participating in a polo match, practice or training.

17. North American Absolute Environmental Impairment Exclusion

For personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants:

- a. At or from premises owned, rented or occupied by the Insured;
- b. At or from any site or location used by or for the Insured or others for the handling, storage, disposal, processing or treatment of waste;
- c. Which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the Insured or any person or organisation for whom the Insured may be legally responsible;

- d.* At or from any site or location on which the Insured or any contractors or sub-contractors working directly or indirectly on behalf of the Insured are performing operations;
- e.* If the Pollutants are brought on or to the site or location in connection with such operations; or
- f.* If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise the Pollutants;
- g.* For any loss, cost or expense arising out of any governmental directive or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise the Pollutants;
- h.* For any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the dispersal, release or escape of any Pollutants;
- i.* In respect of any operations located within the United States of America and/or Canada.

18. Mould and Fungus

Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to directly mildew, mould, spore(s) or allergens; or

Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

Any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

19. 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.

20. Injury or Damage to Polo Ponies

For Injury or Damage to any polo pony whilst in play or practice or for any claim against the insured alleging diminution in the value of any horse unless such diminution in value forms part of a claim covered under insuring clause 1.

21. Other Insurance

Which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

22. Sanctions

Where 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 by law or regulation

23. Cyber

For loss, damage, liability or expense caused by or contributed to, by or arising from the use or operation, as a means of inflicting harm, or any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Policy Conditions

The following conditions apply to this policy except where otherwise specified:

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

1. Action by the Insured

It is a condition precedent to liability that the Insured shall give written notice to the Insurers as soon as is reasonably practicable of any Event that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. 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 the Insurers immediately they are received.

The Insured shall at all times, in addition to their obligations set out above afford such information to and co-operation with the Insurers or their appointed agents to allow the Insurers to be able to comply with such relevant Practice Directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

The Insured shall keep adequate business records and shall give such information and assistance as the Insurers may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

Lycetts

1 Stable Court
The Parade
Marlborough,
Wiltshire SN8 1NP,
Telephone: **01672 512512**
Fax: **01672 516600**
E-mail: **marlborough@lycetts.co.uk**

2. Observance of Terms and Right of Recovery

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers.

3. Excess

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

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

5. Discharge of Liability

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

6. Alteration

This Policy shall be voided if after the commencement of Insurance there is any alteration:

- a. By removal; or
- b. Whereby the risk of Damage, injury, illness or legal liability is increased; or
- c. Whereby the Insured's interest ceases except by will or operation of law; or
- d. Whereby the Business of the Insured is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- e. Any change is made in the description of the Business
- f. Unless such alteration has been accepted by the Insurers in writing.

7. Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If you do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

8. 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.

9. Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to English law and only a United Kingdom court shall have jurisdiction. The premium for this insurance 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.

10. Data Protection Act 1998

It is understood by the Insured that any personal data provided to the Insurers regarding the Insured, its Employees or Agents will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

The Insurers will keep such information secure at all times. In certain circumstances, for example for systems administration purposes, the Insurers may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with this insurance the Insurers assume that you are agreeable to them transferring your information to a country outside the EEA.

11. Precautions and Reasonable Care

The Insured shall take all reasonable precautions:

- a. For the safety of and to avoid, prevent or minimise any Damage to the Property;
 - b. To avoid, prevent or minimise any injury to others or damage to their property;
- Which might give rise to a claim under this Insurance.

The Insured shall also:

- a. Comply with all statutory and other obligations and regulations imposed by any authority;
- b. Maintain the Premises, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c. Exercise reasonable care in the selection and supervision of employees and in the employment of competent staff;

In the event of discovery of any defect or danger immediately caused such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

12. Fraud

If the Insured makes a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act

13. Subrogation

The Insurers shall be entitled (either before or after any payment hereunder) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the Insured. The Insured shall not admit liability or make any offer or promise of payment without the written consent of the Insurers. Any claimant under this Policy shall, at the request and the expense of the Insurers, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the Insured, whether such steps are or become necessary before or after any payment is made by the Insurers.

14. E.U. Disclosure Clause (UK)

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law.

15. Policy Voidable

The Insured is required to make a fair presentation of the risk to Insurers.

If the Insured breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to the Insured.

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

- a. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.

- b.* If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
- c.* If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and if applicable, the amount already paid on any prior claim).

16. Declarations/Adjustment of Premium

If any part of the Premium is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant information and shall at any time allow the Insurers to inspect such record. The Insured shall within 30 (thirty) days after the expiry of each Period of Insurance furnish the relevant information as the Insurers may require. The Premium shall then be adjusted and the difference paid by or allowed to the Insured, subject to any minimum Premium required within 30 (thirty) days of receipt of the Insurers' adjusted Premium calculations.

17. Statutory requirements and licenses.

It is agreed as a condition precedent to the insurer's liability under this insured section that the insured shall:

- a.* Comply with all statutory requirements concerning the inspection of machinery and equipment;
- b.* Obtain the necessary Local Authority licence(s) to conduct the business and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this insurance shall terminate with immediate effect.
- c.* Comply with all necessary requirements under the Riding Establishment Act 1964 & 1970 in operating the business. If any licence under such act is withdrawn or refused then cover shall cease immediately.

Further Information

Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day. Please quote Your Contract and Policy number in all correspondence so that any complaint can be dealt with speedily.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Lycetts, The Coach House, 168 High Street, Newmarket, Suffolk, CB8 9AQ.

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.