

Hurlingham Polo Association Coaches' & Instructors' Public Liability Insurance Policy

Effected through: Lycetts, 1 Stables Court, The Parade, Marlborough, Wiltshire, SN8 1PN

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B6029A09EL100003 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters 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 UNDERWRITERS 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 Underwriters 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 Underwriters;
- 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 has been signed as follows:

100% with International Insurance Company of Hannover Limited

The subscribing Underwriters 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 Underwriters are not responsible for the subscription of any co-subscribing Underwriters 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

Authorised signatory



LYCETTS

Date 5th APRIL 2011.

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law within the European Union.

This indemnity applies only to such legal liability as defined in this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

- 2.1 The Insured/ You/ Your means:
 - 2.1.1 the person, persons or corporate body named in the Schedule
 - 2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
- 2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands, the Isle of Man or Ireland and shall include:
 - 2.2.1 the ownership, repair and maintenance of the Insured's own property
 - 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
 - 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.3 Injury means death, bodily injury, illness or disease of or to any person.
- 2.4 Damage means loss of possession of or damage to tangible property.
- 2.5 Person Employed means any:
 - 2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured
 - 2.5.2 labour master and persons supplied by him
 - 2.5.3 person employed by labour only sub-contractors
 - 2.5.4 self employed person under the control of the Insured
 - 2.5.5 person hired to or borrowed by the Insured
 - 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.
- 2.6 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.9 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.
- 2.10 Freelance means self-employed polo coaches or instructors who do not fall under the requirements of the Riding Establishments Act of 1964 and subsequent amendments.

3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 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
- 3.2 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
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the

- 3.4 Insured constituting the provision of labour only
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
- 3.5 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.

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.

4 CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5 LIMITS OF INDEMNITY

The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.1 in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2 in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

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

Defence Costs include legal expenses:

- 6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - 6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety Act 1974 (and/or legislation of similar effect)
 - 6.1.2 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)
 - 6.1.3 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
- 6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3 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

Defence Costs will be payable in addition to the Limits of Indemnity.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- 7.1 any director or partner £250
- 7.2 any Employee £100

8. INDEMNITY

The Insured is indemnified in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage and/or accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water occurring during the Period of Insurance.

9. EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

- 9.2 arising out of or in connection with any Product.
- 9.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 9.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 9.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 9.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 9.4 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)
- 9.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 9.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 9.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 9.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 9.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.
- 9.7 arising out of activities falling within the jurisdiction of the Riding Establishments Act 1964 and subsequent amendments
- 9.8 in respect of any Insured who has signed a declaration opting out of the insurance or for whom a premium has not been received

10. EXTENSIONS

Subject otherwise to all the terms, Conditions, Limitations and Exclusions.

- 10.1 Defective Premises.
The Underwriters will indemnify the Insured against liability in respect of Injury or Damage to property arising in respect of any premises disposed of by the Insured.
Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.
- 10.2. Contingent Liability (Non-Owned Vehicles).
Notwithstanding anything contained in Exclusion 9.3 to the contrary the Underwriters will indemnify the Assured against liability for Damage to property or Injury arising out of the use of any motor vehicle not the property of or provided by the Insured being used in connection with the Business.
Provided always that the Underwriters shall not be liable for:-
 - (a) Damage to any such vehicle.
 - (b) Injury or Damage to property resulting while such vehicle is being:-
 - (i) driven by the Insured.
 - (ii) driven with the general consent of the Insured or of his representatives by any person who to the knowledge of the Insured or of such 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.
 - (iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension the Insured shall be as defined in Definition 2.1.1 and 2.1.2
- 10.3. Forestry Commission and/or Ministry of Defence.

Notwithstanding Exclusion 9.5 the Underwriters will indemnify the Insured to the extent required under any agreement between the Insured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Insured under the terms of the said agreement.

10.4. Landowners Indemnity.

The Underwriters will indemnify in like manner to the Insured any landowner on whose land events or other activities organised by the Insured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Insurance.

10.5 World Wide Transportation.

Where the Business of the Insured includes activities which involve the transportation of horses or ponies outside the geographical limits set forth herein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Insured in respect of legal liability for Bodily Injury or loss of or damage to Property happening anywhere in the World arising out of such activities only.

11. SPECIFIC EXTENSIONS

Included only if specified in the Schedule as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance.

11.1 Customers' Indemnity.

This Insurance extends to indemnify in like manner to the Insured any customer of the Insured whilst using the facilities of or under the instruction of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such customer had been made against the Insured.

Provided that such customer shall as though he were the Insured observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this Insurance as far as they can apply.

11.2 Personal Liability.

This Insurance extends to indemnify:-

(i) the Insured

(ii) any proprietor, partner, director or manager of the Insured

(iii) the immediate family of persons specified in (i) and (ii) above residing within the said person's household

(iv) any Employee of the Insured

(v) anyone else riding or handling horses belonging to or in the care, custody or control of the Insured with the express permission of persons specified in (i) and (ii) above up to but not exceeding the Limit of Indemnity set forth in the Schedule against such sums as the persons specified in (i) to (v) inclusive above shall become legally liable to pay in respect of liability as therein defined arising from Injury or loss of or Damage to property occurring whilst such person is riding or handling anywhere in the world, for personal pleasure purposes and not in connection with the Business, horses belonging to or in the care, custody or control of the Insured but excluding at all times injury to the horses being ridden or handled.

Provided that the Underwriters shall not be liable under this Insurance if any other policy is in force covering such liability.

11.3 Polo Coaches Liability

Notwithstanding anything contained in Exclusions 9.6 and Clause 2 the Insured is indemnified against liability in respect of Injury arising whilst players are under the direct supervision of the Insured.

Provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Indemnity

12 GENERAL EXCLUSIONS

This Insurance does not apply to or include legal liability:

12.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage

12.2 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

12.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;

12.3.1 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 this Insurance
- 12.3.2 was not the direct result of the Insured failing 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 Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
- 12.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 12.5 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.
- 12.6 a) 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; or
- b) 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
- c) 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.
- 12.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 12.8 arising 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.
- 12.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.
- 12.10 directly or indirectly caused by or contributed to by or arising from:
- 12.10.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 12.10.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 12.11 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 12.12 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of damage
- 12.13 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

13 GENERAL CONDITIONS

Conditions 13.1. to 13.5. are precedent to Underwriters' liability to provide Indemnity under this Policy

- 13.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 13.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and

- the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 13.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).
 Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 13.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 13.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 13.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 13.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 13.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 13.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 13.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 13.11 Contract (Rights of Third Parties) Act 1399 Clarification Clause
 A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1399 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 13.12 Data Protection Act 1398
 It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1398, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 13.9 E.U. Disclosure Clause (UK)
 Notice to the Proposer/Insured
 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.
- 13.10 Your Right to Cancel
 You have the right to cancel the insurance Policy within 10 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 the You do cancel this insurance within the initial 10 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 Underwriters in respect of the Policy.

If you do not exercise Your right of cancellation within the initial 10 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 10 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters 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

14 Complaints Procedure

Any enquiry or concern about this Policy should be addressed in the first instance to Your insurance broker.

If You are not satisfied, You may contact Underwriter's Compliance Officer at:
International Insurance Company of Hannover Ltd.

L'Avenir,
Opladen Way,
Bracknell,
Berkshire. RG12 0PE.
Telephone: 0944 397 600 Fax: 0944 397 601

If You remain dissatisfied and wish to make a complaint, You may refer the matter at any time to:
Financial Ombudsman Service.

South Quay Plaza,
123 Marsh Wall,
London. E10 9SR.
Telephone: 0845 080 1130
E-mail: Complaint.info@financial-ombudsman.org.uk

ENDORSEMENTS

The following clause is only applicable if referred to in the schedule or if subsequently endorsed hereon:

Clause 1 Player to Player Exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability resulting from or in consequence of any Injury to any other participant caused by the negligent act or omission arising out of the participation in any polo match.