



# Harry Hall One Club Public Liability Policy Wording



Specially arranged by South Essex Insurance Brokers Ltd.  
0345 450 7884 [www.seib.co.uk](http://www.seib.co.uk)

South Essex House, North Road, South Ockendon Essex RM15 5BE.

South Essex Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority.

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## ABOUT YOUR POLICY

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser.

The Policy Introduction explains the insurance provided under this contract.

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should to be read in conjunction with the Policy Definitions Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action.

### POLICY INTRODUCTION

This Policy is a contract between You and the insurer.

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy.

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy.

Please read the whole document carefully – it is arranged in different sections. It is important that:

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact SEIB immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance.

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions.

Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise.

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess.

Please note that You are required to inform SEIB advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully.

You should contact SEIB if You are in any doubt as to whether a fact is material or not.

Authorised Signatory

Aaron Crombie  
**Underwriting Director**

Pen Underwriting (Delegated)

## COMPLAINTS

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:  
Pen Underwriting Limited Complaints 7th Floor Spectrum Building  
55 Blythswood Street Glasgow G2 7AT  
Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:  
The Financial Ombudsman Service Exchange Tower London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## COMPENSATION SCHEME

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to:  
Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

## IDENTITY OF INSURERS

Markel International Insurance Company Limited:  
Registered in England number 966670  
Registered address: 20 Fenchurch Street, London EC3M 3AZ

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

# DATA PROTECTION

## Data Privacy Notice – PEN Underwriting Limited

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies> If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## Data Privacy Notice – SEIB Insurance Brokers Limited

Your privacy is important to SEIB. SEIB will process Your personal data in accordance with the applicable data protection law. The data controller in respect of any personal data which may be held about You or processed is SEIB who you can contact via the Data Protection Office at South Essex House, North Road, South Ockendon, Essex. RM15 5BE or on 01708 850 000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk)

SEIB process Your personal data for the purpose of offering and carrying out insurance related services to You or to an organisation or other persons which You represent. Your personal data is also updated for business purposes such as fraud prevention and business management. This may involve sharing Your personal data with, and obtaining information about You from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFA's) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that Your personal information is protected.

## Special Categories of Data

In order to provide Your insurance Policy or when making a claim, SEIB may need to collect or process information relating to Your or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain Your consent to process this information. If You do not consent to SEIB processing this information SEIB may be unable to provide Your insurance Policy or process any claim. You are entitled to withdraw this consent at any time. However, withdrawing Your consent may mean SEIB are unable to continue providing Your cover meaning Your insurance Policy may be cancelled. Your Policy terms and conditions set out what will happen in the event Your Policy is cancelled.

Where SEIB have Your consent, SEIB may market their services to You or provide Your personal data to their related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

## Fraud Prevention

SEIB may check Your details with various fraud prevention and credit reference agencies. If You make a claim, SEIB will share Your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

## Further Information

For further information on how Your personal data is used and Your rights in relation to Your personal data please refer to SEIB's Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Office.

## **HOW TO MAKE A CLAIM**

To report any claims for all insured sections please contact:

SEIB Insurance Brokers Ltd, South Essex House, North Road, South Ockendon RM15 5BE

Telephone: **01708 850000**

Email: **claims@seib.co.uk**

# POLICY CONDITIONS

## ALTERATION OF RISK

The insurance under this Policy will cease if after the commencement of this insurance:

1. Your interest ceases except by death.
2. the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing.

## MISREPRESENTATION MISDESCRIPTION OR NON-DISCLOSURE

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including:

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us.

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below:

1. if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
2. if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
3. in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which 'X' represents the percentage of the full value of the claim that We shall be required to pay  $X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$
4. if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply.

## FRAUD

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy.

## CANCELLATION

1. YOUR RIGHTS – You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser of Us instructing cancellation and returning all documentation to Your insurance advisor. We will refund the full amount of any premium paid by You.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that the Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this Policy.

2. OUR RIGHTS - We may cancel this Policy at any time by providing the master policy holder with 30 days' notice of cancellation by recorded delivery letter to their last known address
3. RETURN OF PREMIUM - If this Policy is cancelled under the terms above and during the current Period of Insurance there have been no:
  - a) claims made under this Policy for which We have made a payment
  - b) claims made under this Policy which are still under consideration
  - c) events likely to give rise to a claim but yet to be reported to Us.

The insurers shall make a return of the proportionate part of the premium in respect of the unexpired period of insurance subject to the retention by the insurers of any minimum premium under this insurance



## **CONDITION PREMIUM ADJUSTMENT**

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given.

## **CLAIMS (ACTION TO BE TAKEN BY YOU)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will:

1. give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
2. provide all additional information We may require within the time stipulated by Us
3. forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
4. give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
5. at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
6. carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage.

## **CLAIMS (CONDUCT AND CONTROL)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent.

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require.

## **CLAIMS (CONTRIBUTION)**

If at the time of any claim there is any other valid and collectible insurance available to the insured member other than insurance that is specifically stated to be in excess of this policy and names the insured member for the insurance, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

## **CLAIMS (SUBROGATION)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us.

## **PREMIUM ADJUSTMENT**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You.

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us.

At Our request You shall supply an auditors certificate in support of such particulars.

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

## **REASONABLE PRECAUTIONS**

You shall take all reasonable precautions:

1. to prevent any Event which may give rise to a claim under this Policy
2. to comply with all statutory and other obligations and regulations imposed by any authority
3. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above.

## **RIGHTS OF THIRD PARTIES**

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

## **ASSIGNMENT**

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent.

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy.

## **DATA PROTECTION**

All personal data provided by You will be treated by Us as confidential and will not be disclosed to any third party without Your consent unless permitted by law or as set out below.

It is understood by You that any personal data provided to Us regarding You will be processed by Us for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties.

You agree that We may pass Your personal data to such third parties for processing on Our behalf.

As a result We or such third parties may transfer Your personal data to a destination outside the European Economic Area ('EEA').

Both We and such third parties will take the necessary steps to ensure that Your information is treated securely and in accordance with this privacy Policy. Details of those third parties can be provided to You on request.

For a small fee You are entitled to a copy of the personal data We hold about You.

If You would like to find out more about Our data protection Policy or would like a copy of the personal data We hold about You please contact Us.

## **SEVERAL LIABILITY**

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We 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.

## **SEPARATE INSUREDS**

We will, subject to the terms, Conditions, Limitations and Exclusions of this Insurance, treat each party termed the 'Insured Member' as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Insurance set forth herein in excess of the amount stated in the Personal Liability Section as the Limit of Indemnity.

## **PERSONAL LIABILITY**

### **PERSONAL LIABILITY COVER**

The **insurer** agrees to indemnify any **insured member** by the terms of this policy against legal liability to pay damages, including claimant costs recoverable from the **insured member**, as a result of **bodily injury** and **damage** that occurs during the **period of insurance** and happening anywhere within the **Territorial Limits** and arising out of and in connection with **equine activities**.

### **ADDITIONAL PERSONAL LIABILITY COSTS AND EXPENSES**

Following any event which is or may be the subject of indemnity under this policy the **insurer** agrees to indemnify the **insured member** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this policy.

## EXCLUSIONS

### ADVICE, DESIGN OR PLANS PROVIDED FOR A FEE

Any loss arising out of or from:

1. advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **insured member** for a fee but this shall not exclude such liability arising in conjunction with products supplied;
2. professional services rendered by or on behalf of the **insured member**.

Except this exclusion shall not apply in respect of tuition or lessons for a fee at a licensed establishment when conducted or provided by a suitably qualified or experienced **employee** or **insured member**.

### AFFILIATED

Any event run under the rules of/or controlled by a recognised equine association or body.

### AGREEMENT LIABILITY

Insurers will not indemnify the **insured member** in respect of any liability arising out of an agreement unless such liability would have attached in absence of such an agreement

### ASBESTOS

Underwriters will not indemnify the **insured member** in respect of any liability 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.

### COSTS AND EXPENSES ARISING FROM A DELIBERATE ACT

**Costs and expenses** incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured member** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation.

### CYBER

This Policy does not apply to or include legal liability:

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

### DAMAGES ARISING FROM A DELIBERATE ACT

**Bodily injury** and **damage** and any associated **costs and expenses**, either expected or intended by the **insured member** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

### DATE RECOGNITION

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
  - a) computer data processing equipment or media Microchip integrated circuit or similar device or
  - b) other equipment or System for processing storing or retrieving data or
  - c) computer software whether Your Property or not to:
    - i. recognise correctly any date as its true calendar date
    - ii. capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date

## **EXCESS**

The amount of the **excess** as applicable and stated in the schedule.

## **EXCLUDED RIDING**

**Bodily injury** and **damage** arising out of or occasioned by participating in any **affiliated** activities, horse racing, point to point racing or steeplechasing.

## **FINANCIAL LOSS**

Liability for pure financial loss that is not consequent upon **bodily injury** or **damage**.

## **FINES, PENALTIES OR MULTIPLICATION OF COMPENSATORY DAMAGES**

Any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

## **INSURED MEMBERS FAMILY**

**Bodily injury** to any person which is part of the **insured member's** family or household.

## **INTENTIONAL DISREGARD OF REASONABLE PRECAUTIONS**

Any insured event or loss arising or arising out of or continuing from the **insured member's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing.

## **LIABILITY FROM EMPLOYMENT**

**Bodily injury** sustained by any **employee** arising out of or in the course of employment by the **insured member** in the business.

## **LIMIT OF INDEMNITY**

Liability in excess of the **limit of indemnity** stated in the schedule.

## **LOSS OF ELECTRONIC DATA**

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the:
  - a) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental:
    - i) Bodily Injury to any person
    - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution.

## **NORTH AMERICAN JURISDICTION**

Liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part) unless otherwise stipulated in the schedule.

## OWNERSHIP OR USE OF MECHANICALLY PROPELLED VEHICLES

**Bodily injury** and **damage** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured member**.

## POLLUTION

1. for Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants;
2. for the cost of removing nullifying or cleaning up Pollutants;
3. for fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants; occurring anywhere in the world other than in the United States of America and/or Canada.

Notwithstanding the foregoing this insurance shall cover liability otherwise excluded under paragraphs 1. and 2. above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the **Period of Insurance** provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Insurance to have occurred at the time such incident takes place.

The liability of the Insurers for all damages payable in respect of all discharges dispersals release or escape of Pollutants which is deemed to have occurred during the **Period of Insurance** shall not exceed the **Limit of Indemnity** stated in the Schedule.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the **Limit of Indemnity** beyond the amount stated in the Schedule.

## PRIOR CLAIMS

For any claim arising from circumstances known to the **Insured Member** prior to the commencement of the Insured's coverage under this Insurance.

## PROFESSIONAL AND BUSINESS ACTIVITIES

**Bodily injury** and **damage** arising out of or from **equine activities** when undertaken as a professional or being undertaken as part of the **insured members** business or occupation, irrespective of whether a fee is charged or not including the supervision of other riders.

## PROPERTY IN THE INSURED'S CARE, CUSTODY AND CONTROL

**Damage** to property owned, leased, hired or held in trust by the **insured member** or under hire purchase or on loan to the **insured member** or held otherwise in the **insured member's** care, custody or control or in the care, custody or control of any member of your family or person in your service.

## RADIOACTIVE AND OTHER CONTAMINATION

1. **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

## SALE AND TRANSFER

**Bodily injury** and **damage**, financial loss, consequential loss or liability arising out of or in connection with any **horse** which is no longer under the care, custody and control of the **insured member** due to such **horse** being sold or transferred to a third party. However, this exclusion shall not apply to liability that arises prior to the sale or transfer of any **horse** and which arises in connection with such sale or transfer of any **horse**, provided such liability arises from a **horse** still under the care, custody and control of the **insured member** and such liability falls within the insuring terms of this policy.

## **SANCTION LIMITATION AND EXCLUSION**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any insured member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country.

## **SANCTIONS**

We will not provide any benefit under this policy 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.

## **TERMINATION OF MEMBERSHIP**

**Bodily injury** and **damage** arising out of or from any person or **insured member** who has or had membership terminated, revoked, lapsed or cancelled in any way of the association named in the schedule.

## **WAR AND TERRORISM**

1. **Damage** to any **Property** whatsoever or any loss **cost or expense** whatsoever resulting or arising therefrom or any consequential or inevitable loss
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the **Damage** cost expense or liability
  - a) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
  - b) any action taken in controlling preventing suppressing or in any way relating to **a)** above.

## DEFINITIONS

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

### AFFILIATED

An **affiliated** event shall mean any event run under the rules of/or controlled by a recognised equine association or body.

### BODILY INJURY

**Bodily Injury** shall mean death, disease, illness, Physical and mental injury to an individual.

### COSTS AND EXPENSES

**Costs and expenses** means:

1. costs and expenses (other than claimant costs recoverable from the **insured member**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
2. pre-judgment interest awarded against the **insured member** on that part of any judgment covered under this policy but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
3. all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
4. the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
  - a) any principal director or partner of the **insured member** – GBP500
5. costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this policy.

### DAMAGE

**Damage** means loss of, destruction of or damage to tangible property.

### EMPLOYEE

**Employee** means any person whilst:

engaged under a contract of service or apprenticeship with the **insured member**; acting in the capacity of non executive director of the **insured member**;

not under a contract of service or apprenticeship who is, at the requirement of the **insured member**, supplied to, hired or borrowed by the **insured member** in the course of **business** and under the control of the **insured member**, including but not limited to:

1. persons on secondment from another company that is not an insured under this policy;
2. labour masters or persons supplied by them;
3. labour only subcontractors;
4. self-employed persons;
5. drivers or operators of hired-in plant;
6. persons engaged under work experience, training, study, exchange or similar schemes;
7. any officer, insured member or voluntary helper of the organisations or services stated in the business;
8. voluntary workers, helpers and instructors;
9. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
10. employee(s) elected on any industry users committee;
11. outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
12. any other person defined under Sections **32.-(1)**, **35.-(2)** and **54.-(3)(b)** of the National Minimum Wage Act 1998;
13. prospective employees who are being assessed by the **insured member** as to their suitability for employment;
14. any person a Court of Law in the United Kingdom deems to be an employee; provided that the **insured member** can always request that any such person is not treated as an employee.



## EQUINE ACTIVITIES

**Equine activities** means use and/or ownership and/or control of Horse(s) or Horse drawn vehicle(s) and participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows.

## EXCESS

the limit of indemnity is additional to the **excess** and **excess** means:

1. the first amount payable by the **insured member** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or
2. in the case of a claim or potential claim that involves **damage**, and if specified in the schedule.

## FAMILY

**Family** shall mean the spouse and other relatives permanently living with the **insured member**.

## HORSE

**Horse** shall mean any horse, pony, donkey, mule, ass or jennet.

## INSURED MEMBER/YOU/YOUR

**Insured member/You/Your** shall mean:

1. Individual Gold Member of Harry Hall One Club owning up to a maximum of 2 horses for which they are the registered owner or have a loan or share agreement in force.
2. Family Gold Member of Harry Hall One Club purchasing a family membership for up to 4 relatives residing at the same address who own up to a maximum of 3 horses in total and for which one family member is the registered owner or have a loan or share agreement in force.

Including the legal or personal representatives of the insured member in respect of any claim under this policy incurred on behalf of the insured member.

Who is normally domiciled in the United Kingdom, the Isle of Man and the Channel Islands and has paid his/her membership subscription to the Master Insurance Holder.

## INSURER/US

**Insurer/Us** means the party specified as insurer in the identity of insurer section.

## LIMIT OF INDEMNITY

**Limit of indemnity** means:

the amount stated in the schedule which is the maximum amount of the **insurer's** liability arising out of **one occurrence** or series of occurrences arising out of one (1) originating cause regardless of the number of:

1. other insured parties; or
2. persons or organisations bringing claims or suits; or
3. claims against the **insured member** or series of claims against the **insured member**, or claims or series of claims made by the **insured member**;

## NORTH AMERICA

**North America** means the United States of America or its territories or possessions or Canada.

## ONE OCCURRENCE

**One occurrence** under the Limit of Indemnity shall mean any one occurrence or occurrences of a series consequent on or attributable to one source or original cause.

## PERIOD OF INSURANCE

**Period of insurance** means the period shown as such on the schedule which time is taken as Greenwich Mean Time unless otherwise stated.

## POLLUTANT

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

## POLLUTION

**Pollution** means:

the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time; any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured member** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

## PROPERTY

**Property** means material property.

## TERRORISM

An act of **terrorism** includes any act of any persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

## TERRITORIAL LIMITS

**Territorial limits** means the United Kingdom, the Isle of Man and the Channel Islands including occasional trips worldwide for leisure purposes only and not exceeding 14 days.

## WAR

Means **war**, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.



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