



**HORSE OWNERS LIABILITY
INSURANCE POLICY**

THIS POLICY IS UNDERWRITTEN
BY
LIBERTY MUTUAL INSURANCE EUROPE LTD

Contents

Definitions	1
The Insurance Contract	3
Limit of Liability	3
Important Information	3
Information you have given us	3
Notifying us of any changes	3-4
Cancelling this insurance	4
Refund of premium	4
How to make a claim	4
What is Covered	5
What is not covered	5-6
General Policy conditions	7-8
How to make a complaint	8
Compensation	9

Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Certificate	means the document showing your name, the horse insured, the "limit of liability", the premium and the period of insurance .
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 certificate which you shall pay in respect of all damages, compensation, claimants costs, legal costs and expenses before we shall be liable to make any payment. The excess shall apply to each event other than in respect in respect of legal liability arising out of injury , where the excess shall not apply
Horse(s)	means any horse or pony named as insured on the certificate .
Injury	means bodily injury, death, disease, illness, nervous shock or mental injury.
Legal Costs	means costs of legal representation at: <ul style="list-style-type: none">(a) any Coroners Inquest or Fatal Accident Inquiry;(b) proceedings in any court arising out of any alleged breach of statutory duty;(c) all other costs and expenses in relation to the defence, investigation or settlement of any claim incurred with our consent.
Period of Insurance	means the time for which this insurance is in place as shown in the certificate .
Person Employed	means: <ul style="list-style-type: none">(a) a person under contract of service or apprenticeship with you;(b) a labour master or labour only sub-contractor or person supplied by any of them;(c) a self employed person;(d) a person hired to or borrowed by you;(e) a person undertaking study or work experience;(f) a person supplied to you under a contract or agreement, the terms of which deem such a person to be in your employment; while working under your control in connection with your business.
Policy	means the contract of insurance between you and us .
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	means pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or damage or injury caused by such pollution contamination.
Premises	means any place(s) used for the purposes of your business within the territorial limits .
Premium	means the amount you must pay us for this insurance as specified in the certificate .
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 you or on your behalf and no longer in your possession or under your control but shall not include food or drink for consumption on your premises or at any other premises where you are conducting your business.
Property	means material property.
Proposal	means any information supplied by you in connection with this insurance.
Territorial Limits	means Great Britain, Ireland, Northern Ireland, the Channel Islands and the Isle of Man.
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.
We/Us/Our	means Liberty Mutual Insurance Europe Limited
You/Your/Yours	means: <ul style="list-style-type: none"> (a) the insured person as stated in the certificate; (b) the insured persons immediate family; (c) any person who with the insured persons permission is riding, driving or leading you or has custody and control of the horse, provided they observe the terms and conditions of this policy. These persons mentioned under the sub-section (c) will be further defined as authorised users under this policy.
Your Broker	The insurance broker or intermediary who arranged this policy on your behalf.

The Insurance Contract

In return for payment of the **premium** shown in the **certificate**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against all sums **you** become legally liable to pay for **injury** or **property damage** after an incident involving **your horse** which occurs during the **period of insurance**. Including any **legal costs** incurred in connection with the incident.

Limit of Liability

The most **we** will pay under this **policy**, including costs and expenses, is specified on **your certificate** of insurance. This limit is the maximum amount payable by **us** in respect of any one claim and/or series of claims arising from the same incident.

Important Information

This document, the **certificate** and any related endorsement form **your** insurance documentation. This insurance documentation sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the information contained in the **certificate** is accurate. See "Information you have given us" section on page 3; and
- comply with all **your** duties and obligations under the insurance, including the action **you** must take in the event of a claim on page 4.

Failure to comply with the above could adversely affect **your** insurance and any claim **you** make.

Information you have given us

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**.

You must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this insurance and setting its terms and **premium we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more **premium** for **your** insurance or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section on Page 4.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more **premium** for **your** insurance.

Notifying us of any changes

You must notify **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. All notifications must be made in writing, by email, or by

telephone. Changes to the information **you** have provided could result in **you** having to pay an additional **premium** or **us** amending the terms of your insurance.

Cancelling this insurance

You can cancel this insurance at any time by notifying **your broker**.

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

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

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** decide within the cooling off period that this **policy** does not meet **your** requirements, **you** may cancel this **policy** and, provided **you** have not made a claim, receive a full refund of the **premium** paid.

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

If a claim is paid under this insurance, no return of **premium** will be allowed.

Cancellation of the insurance by **us** does not affect the treatment of any claim arising under the insurance in the period before cancellation.

How to make a claim

You must notify **us** as soon as is reasonably practicable of any event that may give rise to a claim under this **policy** and **you** must provide **us** with all additional information as **we** may require.

Every letter of claim, writ summons or process and all related documents and any other written notification of claim must be forwarded unanswered to **us** immediately they are received.

You must at all times, in addition to **your** obligations set out above, afford such information to and co-operation 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 issued and approved from time to time by the Head of Civil Justice.

We shall be entitled (either before or after any payment is made by **us** under this **policy**) to take over at **our** expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in **your** name and on **your** behalf. **You** shall not admit liability or make any offer or promise of payment without **our** written consent.

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

Please direct all claims correspondence to:

KBIS British Equestrian Insurance
Cullimore House, Peasemore, Newbury,
Berkshire, RG20 7JN

Telephone: 01635 247474/Fax: 01635 247474
E-mail: liability@kbis.co.uk

What is covered

This insurance will only apply to judgments, awards or orders of courts of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and will not apply to judgments, awards or orders of courts or to any order seeking to enforce such judgments, awards or orders, or to any liability arising under the law of any place outside these territories.

(1) **We** will pay **you** for any damages and claimants costs and expenses **you** incur for legal liability in respect of:

- (a) **injury** sustained by any person;
- (b) **damage to property**

caused by **your horse** and occurring during the **period of insurance** and within the **territorial limits** of the **policy**.

(2) **We** will pay for any **legal costs** incurred in connection with any event which is covered under (1) above, but only if **we** have first agreed in writing to these costs.

What is not covered (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 **you**.

(2) Product

caused by, arising from or in connection with any **product**.

(3) Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle by **you** or on **your** behalf.

(4) Vessels and Craft

arising out of the ownership, possession or use by **you** or on **your** behalf of any vessel or craft designed to travel in on or through water and/or air and/or space.

(5) Property in your Care, Custody or Control

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 by **you** or any **person employed** by **you** other than:

- (a) personal effects including vehicles and their contents of any **person employed** or any director or partner of or visitor to **you**;
- (b) **premises** including their contents not owned by or leased or rented to **you** but temporarily occupied by **you** for the purposes of undertaking work in connection with **your** business;
- (c) **premises** and their fixtures and fittings leased or rented to **you** provided that where such liability has been accepted by agreement indemnity will only be provided by **us** to the extent that such liability would have attached in the absence of the said agreement.

(6) Breach of professional duty

arising out of a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

(7) Asbestos

arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos.

(8) Pollution Contamination

caused by, arising from or in connection with **pollution** contamination.

(9) War

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.

(10) Terrorism

for **injury**, loss, **damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **Terrorism**.

(11) Cyber Attack

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.

(12) Radioactive Contamination

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.

(13) Mould and Fungus

for **damage** to any **property** or any loss, cost or expense arising out of or resulting from or in connection with any Fungal Pathogens. For the purpose of this exclusion "Fungal Pathogens" means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

(14) Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

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

(15) Punitive and Exemplary Damages

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

(16) Defamation

in respect of any form of defamation.

(17) Excess

for the amount of the **excess(es)** stated in the **certificate**.

(18) Riding Establishment Act

arising in connection with any activities which make **you** subject to the regulations of the Riding Establishment Act.

(19) Trade, Business or Profession

arising from **your** trade, business or profession.

(20) Deliberate Acts

arising from or caused by any deliberate act or omission by **you** or on **your** behalf.

(21) Injury to Rider

arising from **injury** to **you** or any person named as insured under this **policy**. This exclusion does not apply to **authorised users**.

(22) Other than by Horse

for any **property damage** or **injury** arising from any cause other than from **your horse**.

(23) Participant to participant

arising from participant to participant **injury** when the insured **horse** is being used for Polo or Racing under rules.

General Policy Conditions

Your Private Data

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and handling of any claims or complaints, **we** may need to transfer to other parties certain information which **you** have provided to **us**.

Other Insurance

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".

Choice of law and jurisdiction

You and **we** are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England. Any term in this **policy** which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

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.

Our right to subrogate against third parties

We may take any action **we** consider necessary to enforce **your** rights or **our** rights under this **policy**. If **we** make any payment under this **policy** **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

You must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies. **You** must do nothing to jeopardise or extinguish any rights against a third party or parties, and **you** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties until the amount of **our** payment under this **policy** has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **you** for the uninsured loss, if any.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as practicable be paid and/or delivered to **us** following receipt.

Compensation for court attendance

If at **our** request **you** attend court in Great Britain, Northern Ireland, Ireland, the Channel Islands and the Isle of Man, as a witness in connection with a claim in respect of which **you** are entitled to indemnity under this **policy**; **we** will provide compensation to **you** at the rate of GBP 250 per day for each day on which attendance is required.

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.

Fraudulent Claims

1. If **you** make a fraudulent claim under this insurance, **we**:
 - a) are not liable to pay the claim; and
 - b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c) may by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. c) above:
 - a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **we** need not return any of the premiums paid.

Discharge of liability

In respect of any claim(s) against **you** to which a "Limit of Liability" applies, **we** 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 **our** absolute discretion, such claim(s) can be settled. **We** will relinquish control of the said claim(s) and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the "Limit of Liability" is inclusive of **legal costs**.

Precautions and Reasonable Care

You have a duty to take all reasonable precautions:

- (a) for the safety of and to avoid, prevent or minimise any **damage to 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 **policy**.

You shall also have a duty to:

- (a) comply with all statutory and other obligations and regulations imposed by any authority;
- (b) maintain the **premises**, including stabling and fencing, in a satisfactory state of repair;
- (c) exercise reasonable care in the selection and supervision of employees and in the employment of competent staff;

Newly acquired horses

Coverage under this **policy** only applies to **horse(s)** that are named as insured on **your certificate**. If during the **period of insurance you** acquire a new **horse, we** will automatically cover that **horse** for a period of 14 days from the date of acquisition under this **policy**. **You** must report any newly acquired **horses to us** within this 14 day period and pay any additional **premium** due. If **you** do not report the newly acquired **horses**, coverage will end at the expiry of the 14 day period.

How to make a complaint

Our aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations.

If you need to make a complaint, in the first instance, you should contact us either in **writing** to:

The Complaints Officer,
Cullimore House,
Peasemore,
Newbury,
Berkshire, RG20 7JN

or by telephone on 01635 247474

or by email at ask@kbis.co.uk.

Where a complaint arises we will, wherever possible, endeavour to resolve the matter **by no later than the close of business the third working day following receipt**. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint promptly, to reassure you that we will be dealing with the issue as a matter of urgency, giving you the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 2) In the event that your complaint relates to activities or services provided by another party, we will advise you of this in writing giving the reasons for our decision, and ensure that your complaint is promptly forwarded to the appropriate party, in writing.
- 3) We will aim to make a final response to you as soon as is practicable, and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 4) By the end of eight weeks from receipt of your complaint, we will issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you will have a period of Six months in which you can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses, or material inconvenience you may have suffered. If we do not feel that your complaint is justified, we will advise you of the reasons for our decision and we will also advise how you may pursue the complaint if you remain dissatisfied.

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the Complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 (normally free for land line users)
Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

Compensation

Liberty Mutual Insurance Europe Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this **policy**.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.