

# POLICY SUMMARY

## Liability Cover for Section A - UK All

Cross Country Courses / Course Builders / Horse Transporters  
Indoor Show Centres/ Shows / Events / Charity Flat Races



**THIS IS A POLICY SUMMARY AND DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS OF THE COVER. THIS SUMMARY SHOULD BE USED IN CONJUNCTION WITH THE POLICY WORDING, GIVING FULL DETAILS OF THE TERMS, EXCEPTIONS AND CONDITIONS.**

THIS INSURANCE IS UNDERWRITTEN BY LIBERTY MUTUAL INSURANCE EUROPE SE. A SPECIMEN WORDING IS AVAILABLE ON REQUEST.

This policy usually covers a 12 month agreed period and is renewable annually. Sometimes a policy may cover for less than 12 months, your policy documentation will show the duration of your policy. If your policy duration is less than 12 months it is not renewable annually. It will include one or a combination of the following sections;

### **SECTION 1 – Employers' Liability**

Use this Section with the corresponding section in the full Policy Wording

#### **Significant Features and Benefits of COVER**

Bodily Injury sustained by any Employee of the Assured arising out of and in the course of his employment or engagement by the Assured during the period of coverage.

#### **Significant and Unusual Exclusions**

Excluding liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

### **SECTION 2 – Public Liability**

Use this Section with the corresponding section in the full Policy Wording

#### **Significant Features and Benefits of COVER**

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening anywhere within the Geographical Limits during the Period of Insurance.

#### **Significant and Unusual Exclusions**

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

### **SECTION 3 – Products Liability**

Use this Section with the corresponding section in the full Policy Wording

#### **Significant Features and Benefits of COVER**

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property

happening anywhere in the World during the Period of Insurance and caused by any Goods.

#### **Significant and Unusual Exclusions for Sections 2 & 3**

Insurers will not pay under these Section for:-

- Bodily Injury, loss, damage, cost or expense resulting from or in connection with any act of Terrorism.
- Bodily Injury, loss, damage, cost or expense 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.
- damages, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of any fungus, including but not limited to mildew, mould, spore(s) or allergens; or
- any costs or expenses associated, 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, including but not limited to mildew, mould, spore(s) or allergens; or
- or any obligation or duty to defend any actions on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of any, 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.

- Liability arising from professional advice given by the Assured for a fee or in circumstances where a fee would normally be charged. *(Section 2 Only)*
- Liability caused by any Goods in the custody or control of the Assured. *(Section 3 Only)*  
Bodily Injury sustained by the Assured.

#### **LIMIT OF INDEMNITY**

In respect of any one claim or all claims of a series arising out of one original happening during the Period of Coverage shall not exceed the sum specified in the Schedule as the Limit of Indemnity for each Section.

Employers' Liability claims against the Assured arising out of Terrorism shall not exceed £5,000,000.

#### **GEOGRAPHICAL LIMITS**

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.
- Elsewhere in the World arising out of temporary Business visits by Employees:-
  - a) ordinarily resident in any of the aforesaid countries, and
  - b) engaged in non-manual work.

#### **GENERAL EXTENSIONS**

CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL *(Sections 1 & 2)*

LEASED OR RENTED PREMISES *(Section 2)*

DEFECTIVE PREMISES *(Section 2)*

CROSS LIABILITIES *(All Sections)*

#### **Significant GENERAL EXCEPTIONS**

The Underwriters shall not indemnify the Assured under Sections 2 or 3 of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

#### **OPTIONAL EXTENSIONS (Included only if specified as being "Included" in the Schedule)**

- World Wide Transportation
- Landowners Indemnity

#### **EXCESS**

As stated on the schedule of insurance

#### **OTHER CONDITIONS**

In respect of:

Horsedrawn Vehicles / Carriages used for Hire and reward

- Cover includes passenger Liability
- Max length of individual journeys - 10 miles return
- All drivers must be over 21 years of age and must be experienced in driving and named
- No plying for hire – booked rides only
- Estimated number of rides per vehicle not to exceed one per week on average during season

Horse Rides at fetes

- Animals only to be led by experienced handlers ages 16 years old and over

Cross Country Courses

- Excluding Professional Indemnity
- Warranted the course, including all fences is inspected daily during competitions and at least weekly at all other times, prior to commencement of any riding, by a suitably qualified or experienced person and a record kept of the inspection
- Warranted that all persons using the Cross Country Course wear hard hats at all times whilst riding

Course Builders

- Excluding Professional Indemnity
- EEC Jurisdiction

Horse Transporters

- Excluding liability for property in care, custody or control of the Assured

Shows

- Landowners Indemnity included

Charity Flat Races

- Excluding injury to participants
- Cover from weigh out to weigh in

## CLAIMS NOTIFICATION

In the event of a claim or possible claim under this insurance the Insured must notify Kbis British Equestrian, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN or by telephone on 01635 247474 no later than 7 days after the date of discovery. **THE INSURED OR PASSENGER MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE INSURERS' WRITTEN PERMISSION.**

Failure to comply with all claims notification requirements stipulated in the full policy wording may invalidate this insurance.

## CANCELLATION

This Policy allows a cooling off period. If after receiving the Certificate of Insurance and full policy terms and conditions the Insured is not happy with the policy there are 14 days during which the policy can be cancelled by sending written confirmation to Kbis British Equestrian Insurance at the above address.

The Insured does have the right to cancel this Policy outside of the 14-day cancellation period provided written confirmation is received by Kbis British Equestrian at the above address, and a pro-rata premium will be considered based on time on risk. Any claims pending will result in the full premium being due payable.

This insurance may also be cancelled by or on behalf of the Insurers by 30 days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Insurers shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

## DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to:-

- prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- employ only competent Employees and to act in accordance with all statutory obligations and regulations.

The Insured shall forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

## COMPLAINTS

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](mailto: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](mailto: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](http://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**

Underwriters are covered by the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance arranging is covered for 100% of the claim without an upper limit. Further information about compensation scheme arrangements is available from the FSCS

Further details can be obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk>