



**PRIVATE HORSE OWNERS LIABILITY
INSURANCE POLICY**

THIS POLICY IS UNDERWRITTEN
BY
LIBERTY MUTUAL INSURANCE EUROPE SE UK
BRANCH

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Definitions

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

Cyber Incident	means (a) the use of any application, process, software, code or programme in connection with any electronic equipment for example a computer, mobile phone or internet capable electronic device, regardless of whether such use is unauthorised or malicious, or an error, omission or an accident. (b) a computer virus or computer-related hoax.
Damage	means physical loss of or damage to property .
Event	means whatever gives rise to our liability under this insurance, for example the occurrence of a loss, the making of a claim, or the notification of a potential claim. An event can be any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
Excess	means the amounts specified in the schedule which 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 of legal liability arising out of injury , where the excess shall not apply
Horse(s)	means any horse or pony, donkey, mule, ass or jennet named as insured on the schedule .
Injury	means bodily injury, death, disease, illness, nervous shock or mental injury.
Legal Costs	means costs of legal representation at: (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 schedule .
Person Employed	means: (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 and consists of this Private Horse Owner Liability Insurance policy wording, the schedule (including any schedules in substitution) and any Endorsements attaching to this document or the schedule .
Policy Limit	The most we will pay under this policy , including Legal Costs and expenses, is specified on your schedule . This limit is the maximum amount payable by us in respect of any one claim and/or series of claims arising from the same event .
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.
Premium	means the amount you must pay us for this insurance as specified in the schedule .
Product	means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by you or on your behalf and no longer in your possession or under your control.
Property	means material property of a Third Party. For the purposes of this policy electronic data is not property.
Schedule	means the document showing details of your cover, including your name, the horse insured, the policy limit , the premium and the period of insurance .
Territorial Limits	means Great Britain, Northern Ireland, the Channel Islands, the Isle of Man. Horses are also covered for temporary trips within the European Union up to a maximum of 90 days.
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 SE UK Branch (LMIE UK) as the underwriter of your policy . LMIE UK trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE UK is a branch of Liberty Mutual Insurance Europe SE (LMIE). LMIE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE UK is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. LMIE UK's address is 20 Fenchurch Street, London EC3M 3AW. www.libertyspecialtymarkets.com
You/Your/Yours/ Authorised Users	means: <ul style="list-style-type: none"> (a) the insured person as stated in the schedule; (b) the insured person's immediate family;

(c) any person who with the insured person's 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**.

But in all cases for persons domiciled within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man only.

Your Broker

The insurance broker or intermediary who arranged this **policy** on **your** behalf.

The Insurance Contract

In return for payment of the **premium**, **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 **event** involving **your horse** which occurs during the **period of insurance**, including any **legal costs** incurred in connection with the **event**.

Important Information

This document, the **schedule** 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 all the documents carefully and keep them in a safe place.

It is important that **you**:

- check that the information contained in the **schedule** 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**.

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 possible 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. Failure to notify **us** of any changes may have an adverse effect on any claim.

Cancelling this insurance

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

We can cancel this insurance by giving **you** 14 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 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 possible 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** as soon as is reasonably possible.

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 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, Peasmore, Newbury,
Berkshire, RG20 7JN

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

What is covered

(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.

Please note, the maximum we will pay for (1) and (2) combined is the policy limit.

Extension to Cover

This extension is automatically included

Compensation for court attendance

If at **our** request **you** attend court as a witness in connection with a claim in respect of which **you** are entitled to cover under this **policy**; **we** will provide compensation to **you** at the rate of GBP 250 per day for each day **your** attendance is required.

What is not covered (policy exclusions)

This policy will not apply to legal liability and/or **legal costs**:

(1) Injury Sustained by You or Persons Employed

for **injury** sustained by **you** or 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 personal effects including vehicles and their contents of any **person employed** or any director or partner of or visitor to **you**.

(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 Incident

for loss, **damage**, liability or expense caused by a **Cyber Incident**

(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)**.

(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

Any injury arising from the negligent act and/or omission of any participant towards another participant whilst playing in a polo match, or during a horse race.

General Policy Conditions

Privacy Notice

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting your privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be Liberty Mutual Insurance Europe Ltd. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

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 cover 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 **policy limit**.

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 shall not provide any cover nor shall **we** be liable to pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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 not do anything that may jeopardize 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. Any such recovery shall be applied in reimbursement in the following order:

- i) to the costs of securing the recovery;
- ii) to the payment made by ;
- iii) any **excess** or other uninsured payment made by .

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

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**, **we** may at any time pay the **policy limit**, less any sums already paid or incurred or any less amount, for which such claim(s) can be settled. Once **we** have done that **we** will relinquish control of the claim(s) and be under no further liability in respect of said claim(s).

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**; and
- (b) to avoid, prevent or minimise any **injury** to others;

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 stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **person employed** appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **persons employed** 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 schedule**. 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

Liberty Mutual Insurance Europe SE UK Branch aims to provide a high quality service to all its customers. In the event that You are dissatisfied please contact Us so We can do what We can to help. We take complaints very seriously and aim to address all concerns fairly and efficiently. If You feel that We have not offered You this standard or You have any questions about Your contract or the handling of a claim, then in the first instance You should contact Your insurance broker or intermediary who arranged this insurance for You or the branch that issued the Policy.

If You are still not satisfied with the service and wish to make a complaint, You may do so in writing or verbally using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
UK Branch
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
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Email: complaints@libertyglobalgroup.com

quoting Your Policy and/or claim number;

or

Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00

Email: complaints@libertyglobalgroup.com

quoting Your Policy and/or claim number.

If after making a complaint You are still not satisfied You may be entitled to refer the dispute to the Financial Ombudsman Service (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower

Harbour Exchange

London, E14 9SR

Tel: +44 (0) 800 023 4567

Email: enquiries@financial-ombudsman.org.uk

To confirm whether You are eligible to ask the FOS to review Your complaint more information

can be found at www.financial-ombudsman.org.uk/consumer/complaints.htm or by contacting them on the details above.

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, You are also entitled to refer the dispute to any of the following dispute resolution bodies (instead of referring to the Financial Ombudsman Service): Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation – consumers only - (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr).

Compensation

If Liberty Mutual Insurance Europe SE UK Branch are unable to meet their liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on +44 (0) 207 892 7300.