



CNP-KBIS PRIVATE HORSE OWNER
LIABILITY POLICY WORDING
01.2024
v1.0

CONTENTS

ABOUT THIS POLICY	3
DEFINITIONS.....	4
MAKING A CLAIM.....	6
HOW MUCH WE WILL PAY - LIMIT OF INDEMNITY	8
CANCELLATION.....	9
YOUR RESPONSIBILITIES	9
PUBLIC LIABILITY COVER	10
PUBLIC LIABILITY - COVERAGE EXTENSIONS (AUTOMATICALLY INCLUDED).....	10
GENERAL POLICY EXCLUSIONS	11
GENERAL POLICY CONDITIONS	14
DATA PROTECTION NOTICE	15
FINANCIAL SERVICES COMPENSATION SCHEME	15
COMPLAINTS PROCEDURE.....	15

ABOUT THIS POLICY

This is **Your** Private Horse Owner Liability Insurance Policy, a legal contract which sets out the insured cover **You** have requested and which **We** have agreed to provide.

This is an occurrence-based policy. This means it only provides cover in relation to an **Occurrence** that takes place during the **Period of Insurance** which is notified to **Us** in accordance with the terms and conditions of the **Policy**.

Words in the singular shall include the plural and vice versa.

Reference to any legislation shall include amending or replacing legislation.

Insuring Agreement

In return for **You** paying or agreeing to pay the premium, **We** will provide the cover given in this **Policy** subject to all the terms, conditions, exclusions and limits of the **Policy**.

Law & Jurisdiction

Unless otherwise specified in the **Schedule**, this **Policy** is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

Please contact **Your Broker** as soon as possible if:

- anything needs correcting within the documentation **You** receive;
- the cover does not meet **Your** needs; or
- anything is not clear to **You**.

DEFINITIONS

Wherever the following words appear in bold they will have the meanings shown below for the purposes of this Policy:-

Advertising Injury

means:

- (a) libel, slander or defamation;
 - (b) any infringement of design, patent, copyright, title or slogan;
 - (c) piracy, plagiarism, passing off or unfair competition or idea misappropriation under an implied contract;
 - (d) any invasion of right of privacy;
 - (e) any of the foregoing alleged by any other name
- committed or alleged to have been committed during the **Period of Insurance** in any advertisement, by **You** or on **Your** behalf and arising out of **Your** advertising activities.

Damage

means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property.

Endorsement(s)

means a written attachment forming part of this **Policy** noting any changes to this **Policy**.

Excess

means the amounts specified in the **Schedule** which **You** must pay in respect of any claim. A separate excess applies to each claim.

Horse(s)

means any horse, 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 **Your** 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; and
- (c) all other reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with **Our** consent.

Occurrence

means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **Injury** and/or **Damage to Property**. All **Injury** or **Damage to Property** consequent upon or attributable to one source or originating cause shall be deemed to be one **Occurrence**. That is regardless of:

- (a) the time elapsed after the start of the **Period of Insurance**; or
- (b) the number of persons or organisations who sustain **Injury** or **Damage to Property**.

Period of Insurance

means the time for which 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;
 - (g) a casual labourer or volunteer
- 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 **Endorsement(s)** attaching to the **Schedule**.

Pollutant

means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Pollution

means the actual or threatened discharge, seepage, migration of any **Pollutant**, 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 goods (including packaging, containers labels or instructions) that are:

- (a) manufactured, sold, supplied or distributed; or
- (b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product by **You** or on **Your Behalf** and no longer in **Your** possession or under **Your** control.

Property

means material property. For the purposes of this **Policy** electronic data is not property.

Schedule

means the schedule issued by **Us** and attaching to this **Policy** which specifies, amongst other matters, **Your** name, the **Horse(s)** insured, the cover limit, any additional cover included, the **Premium** and the **Period of Insurance**.

Territorial Limits

Means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. **Horses** are also covered for temporary trips within the European Union up to a maximum of 90 days in total during the **Period of Insurance**.

Terrorism

means any act by a person or group(s) of persons, such as causing or threatening **Injury** or **Damage** to **Property**, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

We/Us/Our

Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

You/Your/Yours

means:

- (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(s)**, provided they observe the terms and conditions of this **Policy**. These persons mentioned under (c) will be further defined as authorised users under this **Policy**.

Any persons in (a) to (c) above must be 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.

MAKING A CLAIM

Your Duties in the Event of a Claim or Potential Claim

You must notify **Us** as soon as possible of any **Occurrence** event or circumstances (including any written or oral claim made against **You**) that may give rise to liability under this **Policy**.

You must provide **Us** with all additional information as **We** may require and co-operate with **Us** or **Our** appointed agents during each stage of any claim.

You shall not admit liability or make any offer or promise of payment without **Our** prior written consent.

Every Letter of Claim, or any request that the statute of limitations be tolled or waived, or any writ summons or process and all related documents and any other written notification of claim must be forwarded unanswered to **Us** as soon as possible and, in any event, within 7 days after receipt.

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, Court Orders, 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, defence, proceeding or settlement of any claim in **Your** name and on **Your** behalf.

You must not destroy any evidence, plant or other property relating to an **Occurrence**, loss or legal proceedings that may give rise to a claim under this **Policy**.

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 Ltd
Cullimore House
Peasemore
Newbury
RG20 7JN
Telephone: 01635 247474 (this is a basic rate number)
E-mail: claims@kbis.co.uk

Discharge of Liability

If **You** refuse to consent to a settlement recommended by **Us** that can settle a claim (“potential settlement”), then **Our** liability for that claim shall not exceed the amount **We** would have been liable for as at the date of the potential settlement, subject to all applicable cover limits and **Excess** provisions of this **Policy**. In addition, **We** will relinquish control of that claim and be under no further liability in respect of that claim except for **Legal Costs** which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

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:

- (a) to the costs of securing the recovery;
- (b) to the payment made by **Us**
- (c) any **Excess** or other uninsured payment made by **You**

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.

Fraudulent Claims

If **You** make a fraudulent claim under this **Policy**, **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 **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under clause (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 **Your** **Policy** (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.

HOW MUCH WE WILL PAY - LIMIT OF INDEMNITY

Limit of Liability

The most **We** will pay under this **Policy**, for damages, claimants' costs and expenses and **Legal Costs** shall not exceed the cover limit as specified in the **Schedule**. This limit is the maximum amount payable by **Us** in respect of any one claim or series of claims arising from the same **Occurrence**.

The cover limit will be inclusive of **Legal Costs** unless this **Policy** is specifically endorsed to the contrary.

Excess

The **Excess** stated in the **Schedule** applies to each and every claim or series of claims arising out of an **Occurrence**. The **Excess** shall not be cumulative and where an **Occurrence** could give rise to the application of more than one **Excess**, only the higher **Excess** shall apply.

The **Excess** shall be inclusive of all damages, claimants' costs and expenses and **Legal Costs** and shall not reduce the cover limit.

CANCELLATION

Cancelling this Policy

You can cancel this **Policy** at any time by notifying **Your Broker**.

During the Cooling Off Period

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

- (a) the date **You** receive this insurance documentation; or
- (b) 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 or intend to make a claim, **You** will receive a full refund of the **Premium** paid.

After the Cooling Off Period

If after the Cooling Off Period this **Policy** is cancelled by **You** or **Us**, provided **You** have not made a claim or intend to make 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 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**.

We can cancel **Your Policy** by giving **You** 14 days' notice in writing. **We** will only do this for a valid reason for example:

- (a) non-payment of **Premium**;
- (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- (c) non-cooperation or failure to supply any information or documentation **We** request;
- (d) threatening or abusive behaviour or the use of threatening or abusive language to **Us** or **Your Broker**.

Please note that cancellation of this **Policy** does not impact any claim already made or that occurred before cancellation.

YOUR RESPONSIBILITIES

Information You have given Us

In deciding to accept this **Policy** 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 **Policy** as if it never existed, decline all claims and reclaim any amounts paid. **We** can also keep any **Premium** paid.

If **We** establish that **You** carelessly provided **Us** with incorrect or incomplete information that **We** have relied upon in accepting this **Policy** and setting its terms and **Premium** **We** may:

- (a) treat this **Policy** as if it had never existed and refuse to pay all claims, reclaim any amounts paid and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (b) amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- (c) 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
- (d) cancel **Your Policy** in accordance with the 'Cancelling this Policy' provision above.

We or **Your Broker** will write to **You** if **We**:

- (a) intend to treat **Your Policy** as if it never existed; or
- (b) need to amend the terms of **Your Policy**.

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**. This applies whether the change happens before or during any **Period of Insurance**. If **You** become aware that the information **You** have given **Us** is inaccurate or there is any change in the information that may materially affect the risk insured, then **You** must inform **Your Broker** as soon as practicable 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 Policy** or cancelling **Your Policy**.

PUBLIC LIABILITY COVER

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(s) 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.

Limit of Liability

The most We will pay under this Policy, for damages, claimants' costs and expenses and Legal Costs, is specified on Your Schedule. This limit is the maximum amount payable by Us in respect of any one claim or series of claims arising from the same Occurrence.

PUBLIC LIABILITY - COVERAGE EXTENSIONS (AUTOMATICALLY INCLUDED)

Public Liability cover is extended to include the following:-

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 a rate of GBP 250.00 per day for each day on which Your attendance is required.

GENERAL POLICY EXCLUSIONS

This **Policy** does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising from:

Advertising Injury

any **Advertising Injury**.

Asbestos

loss, damage or liability due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos

Breach of Professional Duty

loss, damage or liability due to 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.

Communicable Diseases

any loss, **Damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*.

For the purposes of this Exclusion, loss, **Damage**, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (1) for a *Communicable Disease*; or
- (2) and **Property** insured hereunder that is affected by such *Communicable Disease*.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- (2) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

Notwithstanding any provision to the contrary within this **Policy**, this Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Criminal or Malicious Acts

any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **You** or on **Your** behalf.

Deliberate Disregard

the deliberate, conscious or intentional disregard by **You** or on **Your** behalf of the need to take all reasonable steps to prevent **Injury** or **Damage**.

Cyber Incident

loss, damage, liability, claim, cost, fee or expense caused by:

- (1) the use of, or inability to use;
- (2) any error or omission relating to the use of; or
- (3) any hoax or threat relating to the use of any application, process or software.

Fines, Penalties, or Punitive or Exemplary Damages

loss, damage or liability due to any punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.

Injury Sustained to any Person Employed

Injury sustained to any **Person Employed** arising out of their employment by **You**.

Injury to You

Injury sustained by **You** or any person named as insured under this **Policy**. This exclusion does not apply to authorised users.

Medical Malpractice

loss, damage or liability due to **Injury** arising directly from *Medical Malpractice*.

For the purposes of this Exclusion, *Medical Malpractice* means:

- (a) the failure to administer correct or adequate treatment by; or

- (b) the failure to give advice by; or
- (c) any other professional failing of any trained medical, dental, or nursing staff, therapists, or other health professionals.

Mould and Fungus

loss, damage or liability due to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever;
- (b) any obligation or duty to defend any actions resulting from or in connection with any fungus of any kind whatsoever
irrespective of the cause of any fungus of any kind whatsoever, whenever or wherever it occurs, and whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Other than by Your Horse(s)

any **Damage to Property** or **Injury** arising from any cause other than from **Your Horse(s)**.

Nuclear Reaction, Radiation and Contamination Exclusion

- (1) any nuclear reaction, nuclear radiation or radioactive contamination; and/or
- (2) biological or chemical contamination.

Participant-to-Participant

any **Injury** arising from the negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.

Penalty Clauses

liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.

PFAS

any claim for actual or alleged loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example. For the purposes of this Exclusion, loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- (a) perfluorinated methyl group (-CF₃) or
- (b) perfluorinated methylene group (-CF₂-).

Pollution Contamination

loss, damage or liability due to any **Pollution**. However, this Exclusion does not apply if **You** can demonstrate the **Pollution**:

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**;
- (b) was not the direct result of **Your** failure to take reasonable precautions to prevent such **Pollution**

All the **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place. **Our** maximum liability to pay damages, claimants' costs, and expenses and **Legal Costs** will not exceed the limit stated in the **Schedule** in total during the **Period of Insurance**.

Product

any **Product**

Property in Your Care, Custody or Control

Damage to Property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **Your** care, custody or control other than clothing and personal effects (including vehicles and their

contents) of any **Person Employed** or visitor to **You**.

Riding Establishment Regulations

any activities which make **You** subject to the regulations of The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 (PART 4 - Hiring out Horses) or Riding Establishments Act 1964 and 1970.

Terrorism

- (1) any act of **Terrorism**; and/or
- (2) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

Trade, Business or Profession

Your trade, business or profession.

Vehicles

the ownership or possession or use of any mechanically propelled vehicle by **You** or on **Your** behalf.

Vessels and Craft

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.

War and Civil War

- (1) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared; or
- (2) a rebellion, revolution, insurrection, military or usurped power.

GENERAL POLICY CONDITIONS

Cross Liabilities

Each person or party granted cover under this **Policy** is separately indemnified in respect of claims made against any of them by any other, subject to **Our** maximum liability not exceeding the stated cover limits.

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 liability, then 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 cover limit.

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 **Horse(s)** to **Us** within this 14 day period and pay any additional **Premium** due. If **You** do not report the newly acquired **Horse(s)**, coverage will end at the expiry of the 14 day period.

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 an 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.

Rights of Third Parties

You and **We** are the only parties to this **Policy**. Nothing in this **Policy** or any extension to cover is intended to give any other person any right to enforce any term of this **Policy**. That is regardless of rights under the Contracts (Rights of Third Parties) Act 1999.

Sanctions Notice

It is a condition of this **Policy**, and **You** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **Us** would expose **Us** to any sanction, prohibition or restriction under any:

- (a) United Nations' resolution(s); or
- (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

DATA PROTECTION NOTICE

We and **Your Broker** are the data controllers (as defined by the Data Protection Act 2018 and UK GDPR including applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which is available on **Our** website www.canopius.com/privacy.

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- (a) Name, address and contact details
- (b) Financial information
- (c) Criminal convictions

We may also collect sensitive personal information about **You** where the provision of this type of information is of legitimate interest, including:

- Medical records to validate a claim

We collect and process **Your** personal information for the purpose of insurance and claims administration. All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area (“EEA”) or the International Data Transfer Agreement. This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU or the UK.

We will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

Tel: + 44 20 7337 3700 (this is a basic rate number)

Email: privacy@canopius.com

FINANCIAL SERVICES COMPENSATION SCHEME

We are 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 insurance.

Further information can be obtained from The Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

COMPLAINTS PROCEDURE

Our aim is to provide **You** with a high quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should **You** wish to direct **Your** complaint directly to Lloyd’s in the first instance, **You** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance please direct **Your** complaint using the following contact information:
The Complaints Officer

KBIS Ltd
Cullimore House
Peasmore
Newbury
RG20 7JN
Telephone: 01635 247474 (this is a basic rate number)
E-mail: complaints@kbis.co.uk

Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint, **You** may refer **Your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint ", which is available at the website address above. Alternatively, **You** may ask Lloyd's for a hard copy.

Step 3:

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution (ADR) body.

If **You** live in England, Scotland, Wales or Northern Ireland, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International +44 1534 748610

Facsimile: +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

If **You** live in the Isle of Man, the contact information is:

Financial Services Ombudsman Scheme
Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS

Tel: +44 (0) 1624 686500

Fax: +44 (0) 1624 686504

Email: ombudsman@iomoft.gov.im

Website: <https://www.gov.im/oft/ombudsman/>

