



**MASTER POLICY OF
PUBLIC, PRODUCTS AND PERSONAL
LIABILITY INSURANCE**

issued to:

THE BRITISH DRIVING SOCIETY LTD

to cover:

**Members of the above
and Others as provided for herein.**

Such Members and Others to be declared and accepted under this Master Policy provided cover is granted in accordance with all the terms and conditions contained herein.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law and the courts of England and Wales shall have sole jurisdiction in any dispute hereunder.

Any enquiry or complaint should be addressed in the first instance to:

KBIS British Equestrian Insurance,
Cullimore House,
Peasemore,
Newbury
Berkshire
RG20 7JN
Telephone: 01635 247474
Email: ask@kbis.co.uk

If you are not satisfied with the way a complaint has been dealt with you may ask the Underwriters to review your case.

The address is:

The Underwriters Compliance Officer
International Insurance Company of Hannover Limited,
L'Avenir
Opladen Way
Bracknell
Berkshire
RG12 0PE
Telephone: 01344 397 600
Fax: 01344 397601

If you remain dissatisfied and wish to make a complaint, you may refer the matter at any time to:

Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall,
London, E14 9SR
Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

In all communications the Master Policy number appearing in the Schedule should be quoted.

Several Liability Notice.

The subscribing Underwriters' 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 Underwriters' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

International Insurance Company of Hannover Limited are regulated by The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

WE, THE UNDERWRITERS, hereby agree with THE BRITISH DRIVING SOCIETY LTD (the Master Policy Holder) to provide to the extent and in the manner detailed in:-

a) the Public and Products Liability Sections hereof Insurance for The British Driving Society Ltd and Others consisting of:-

(1) The British Driving Society Ltd

(2) any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer but only whilst acting for or on behalf of the Master Policy Holder or any of the aforementioned bodies including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter

(each such constituent part of the Master Policy Holder being hereafter termed the "Assured")

for the Period of Coverage set forth in the Evidence of Insurance which has been issued to such Assured under this Master Policy.

The Evidence of Insurance is issued by the Master Policy Holder and is in the form of the sample Evidence of Insurance attached.

b) the Personal Liability Section hereof Insurance for all Members of The British Driving Society Ltd

(each such Member being hereafter termed the "Assured")

for the Period of Coverage set forth in the Policy Summary which has been issued to such Assured under this Master Policy.

The Policy Summary is issued by the Master Policy Holder and is in the form of the sample Policy Summary attached.

The coverage provided to the Assured under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

DEFINITIONS

In this Master Policy:-

- 1) for the purpose of the Public Liability and Products Liability Sections only "Assured" shall at the request of the Assured include:-
 - (a) any director or Employee of the Assured while acting on behalf of or in the course of his employment or engagement by the Assured in respect of liability for which the Assured would have been entitled to indemnity under this Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (c) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (d) Sponsors of the Assured including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability for which the Assured would have been entitled to indemnity under this Master Policy if the claim against any such Sponsor or Organiser had been made against the Assured.

Provided that such person shall as though he were the Assured observe fulfil and be subject to the terms, Conditions, Limitations and Exclusions set forth herein.

- 2) "Business" shall mean the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith:-
 - (a) the ownership and/or occupation (including maintenance) of premises
 - (b) the provision and management of canteen, social, sports and welfare organisations
 - (c) the provision and management of first aid, fire and ambulance services
 - (d) private work carried out with the consent of the Assured for any director or senior official of the Assured by an Employee of the Assured

and no other for the purposes of this Master Policy.

- 3) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
- 4) "Property" shall mean material property.
- 5) "Employee" shall mean:-
 - (a) any person under a contract of service or apprenticeship with the Assured
 - (b) any labour master or labour only sub-contractor or person supplied by any of them
 - (c) any self-employed person
 - (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured
 - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (f) any casual labourer

while engaged in working for the Assured in connection with the Business.

- 6) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated or installed by the Assured in the course of the Business.
- 7) "Member" shall mean:-
 - (a) any member of The British Driving Society Ltd:
 - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or at bases of Her Majesty's Forces Overseas
 - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland

who has paid his/her membership subscription to The British Driving Society Ltd,

- (b) any person granted temporary day membership of the Master Policy Holder by virtue of entering as a participant in an The British Driving Society Ltd Event
- (c) any member of a The British Driving Society Ltd driver's crew
- or,
- (d) if required by Law, the parent or guardian of the said member.
- (e) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.
- (f) any person normally domiciled outside the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by The British Driving Society Ltd from the time of arrival at the site of the competition until time of departure therefrom.

Providing that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions,

Limitations and Exclusions set forth herein.

- 8) "Pollution" shall mean:-
 - (a) all pollution or contamination of buildings or other structures or of water or land or of the atmosphere and
 - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 9) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 10) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation 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) - which:-
 - (i) is designed to or does:-
 - (a) intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - (b) disrupt any segment of the economy
 - and
 - (ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

INSURING CLAUSES

The Underwriters agree, subject to the terms, Conditions, Limitations, Exclusions and Endorsements set forth herein to indemnify the Assured:-

- 1) against all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and, in addition to the aforementioned Limit of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in the Sections hereof.
- 2) against all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under this Master Policy.
- 3) against the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:-
 - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

which may be the subject of indemnity under this Master Policy.

- 4) under the Public Liability and Products Liability Sections hereof only against:
 - (a) costs and expenses incurred with the written consent of the Underwriters
 - (b) costs and expenses awarded against the Assured or any Director or Employee of the Assured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth in the Evidence of Insurance where the circumstances of the alleged offence may be the subject of indemnity under this Master Policy.

Provided always that the Underwriters shall not be liable:-

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate Management decision, act or omission.

The indemnity provided by this Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

PUBLIC LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening anywhere in the World during the Period of Coverage set forth in the Evidence of Insurance and arising in the course of the Business only.

Exclusions

The Underwriters shall not indemnify the Assured under this Section against liability:-

- 1) for loss of or damage to Property belonging to the Assured or in the custody or control of the Assured or of any Employee of the Assured other than:-
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents which are temporarily occupied by the Assured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-
 - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Assured is not entitled to indemnity under any other Policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any Products after they have ceased to be in the custody or control of the Assured.
- 4) arising out of Pollution.

Excess

This Section excludes:-

- (i) the first £1,000.- of each and every loss or damage to Property arising out of the use of All Terrain Vehicles and Motor Cycles for official purposes at Equestrian Events for which indemnity has been provided by this Master Policy where such use does not comply with the Master Policy Holder's guidelines for the use of All Terrain Vehicles and Motor Cycles a copy of which has been lodged with the Underwriters.
- (ii) the first £500.- of each and every loss or damage to Property other than as provided for in (i) above.

Limit of indemnity

The liability of the Underwriters for all damages payable by the Assured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000.- each Assured.

Extensions

(subject to all the terms, Conditions, Limitations and Exclusions of this Section).

- 1) Defective Premises.
This Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Assured.
Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of such premises.
- 2) Contingent Liability (Non-owned vehicles).
Notwithstanding anything contained in Exclusion 2(a) to the contrary this Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle not the property of or provided by the Assured being used in connection with the Business.

Provided always that the Underwriters shall not be liable for:-

- (a) loss of or damage to any such vehicle.
- (b) Bodily Injury or loss of or damage to Property resulting while such vehicle is being:-
 - (i) driven by the Assured.
 - (ii) driven with the general consent of the Assured or of the Assured's representatives by any person who, to the knowledge of the Assured or of such representatives, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - (iii) used in circumstances in which it is compulsory for the Assured to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension Definition 1 is deemed deleted and of no effect.

- 3) Forestry Commission and/or Ministry of Defence.
Notwithstanding anything contained in General Exclusion 3 to the contrary this Section extends to indemnify the Assured to the extent required under an agreement between the Assured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Assured under the terms of the said agreement.
- 4) Landowners/Stabling/Veterinary Indemnity.
This Section extends to indemnify in like manner to the Assured:-
- (a) any landowner or occupier on whose land (including any structures contained thereon) Events or other activities organised by the Assured are held or over whose land such Events or activities pass or are accessed by and arising out of such Events or activities only.
 - (b) the owner of any stabling utilised by the Assured in the course of the Business for the period such stabling is being utilised and arising only out of the utilisation of such stabling by the Assured.
 - (c) any Veterinary Surgeon or Medical Person in respect of his/her engagement by the Assured only, provided that if a more specific policy of insurance is in force covering such liability, the liability of the Underwriters under this Master Policy shall apply as excess of and not as contributory with such other Insurance.

Provided always that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy.

- 5) Leased or Rented Premises.
Notwithstanding anything contained in Exclusion (1) to the contrary this Section extends to indemnify the Assured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.
Provided always that the Underwriters shall not be liable for :-
- (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
 - (b) the first £500.- of such loss or damage caused otherwise than by fire or explosion.

PRODUCTS LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:-

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

happening anywhere in the World during the Period of Coverage set forth in the Evidence of Insurance and caused by any Products.

Exclusions

The Underwriters shall not indemnify the Assured under this Section against liability:-

- 1) caused by any Products in the custody or control of the Assured.
- 2) arising out of Pollution.
- 3) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 4) for loss or damage arising from the failure of any Product to fulfil its intended function.

Excess

This Section excludes the first £500.- of each and every loss or damage to property.

Limit of indemnity

The liability of the Underwriters for all damages payable by the Assured under this Section in respect of all claims against the Assured arising out of occurrences happening during the Period of Coverage set forth in the Evidence of Insurance shall not exceed £5,000,000.- each Assured.

PERSONAL LIABILITY SECTION

The Assured is indemnified by this Section in accordance with the Insuring Clauses for:-

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

happening anywhere in the World during the Period of Coverage set forth in the Policy Summary and arising out of the Assured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Assured in other Horse related activities.

Exclusions

The Underwriters shall not indemnify the Assured under this Section against liability:-

- 1) for Bodily Injury to any member of the Assured's family or household.
- 2) for loss of or damage to Property belonging to or in the care, custody or control of the Assured or member of the Assured's family or household or a person in their service.
- 3) for Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Assured. This Exclusion is deemed not to apply in respect of grooms working for the Assured as provided for in Extension (2) hereof.
- 4) for Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from the use of a Horse or Horse drawn vehicle for hire or reward.

Excess

This Section excludes the first £500.- of each and every loss or damage to property.

Limit of indemnity

The liability of the Underwriters for all damages payable by the Assured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000.- each Assured.

Extensions (subject to all the terms, Conditions, Limitations and Exclusions of this Section).

- 1) **Authorised Users' Indemnity.**
This Section extends to indemnify in like manner to the Assured any person given permission by the Assured to use the Assured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Assured's custody whilst using such Horse or Horse drawn vehicle only subject always to General Condition (5).

Provided always that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy.

- 2) **Grooms Indemnity.**
This Section extends to indemnify in like manner to the Assured any groom whilst working for the Assured for Liability, as herein defined, arising out of such work for the Assured.

Provided always that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy.

GENERAL EXCLUSIONS

The Underwriters shall not be liable under this Master Policy for:-

- 1) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Assured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) punitive or exemplary damages.
- 5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.
- 7) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from Horse racing, point to point racing or steeple chasing other than:-
 - (a) Precision Driving against the clock.
 - (b) racing which forms part of an Equestrian Event the primary purpose of which is not racing and where the said race is not being run under the rules of any Turf or similar Authority.
- 8) any claim arising from circumstances known to the Assured prior to the commencement of the Assured's coverage under this Master Policy.
- 9) any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not; or
 - (b) any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.
- 10) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- 11) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly 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.
- 12)
 - (i) damages, direct or consequential, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (ii) 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, including but not limited to mildew, mould, spore(s) or allergens; or
 - (iii) 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, resulting from, or in any way related to any fungus of any kind whatsoever, 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.

For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.

- 13) any claim arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

GENERAL CONDITIONS

- 1) The Assured shall:-
 - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Assured and for which there may be liability under this Master Policy.
 - (b) advise the Underwriters in writing immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Assured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Assured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Underwriters.
- 3) The Underwriters may at any time at their sole discretion pay to the Assured the maximum sum payable under this Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Assured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Assured bears to the total payment made by or on behalf of the Assured in settlement of the claim or claims.
- 4) The Assured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Assured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Forestry Commission or Ministry of Defence as provided for under Extension 3 or Landowners or Owners of Stabling only as provided for under Extension 4 to the Public Liability Section.
- 6) Notwithstanding anything contained in this Master Policy to the contrary this Master Policy may be cancelled by the Master Policy Holder at any time by written notice or by surrender of this Master Policy to the Underwriters. This Master Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policy Holder by delivering to the Master Policy Holder or by mailing to the Master Policy Holder by registered or certified mail, at the Master Policy Holder's address as shown in this Master Policy, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Master Policy shall terminate at the date and hour specified in such notice.

Notwithstanding the foregoing in the event of the cancellation of the Master Policy by the Master Policy Holder or by or on behalf of Underwriters, the coverage under the Master Policy with respect to each Assured for the Period of Coverage specified in the Evidence of Insurance/Policy Summary issued to such Assured where such Period of Coverage inception prior to the effective date of cancellation shall continue till the natural expiry of such Period of Coverage (unless notice is given to such Assured in accordance with Condition 7).

If this Master Policy shall be cancelled by the Master Policy Holder or by or on behalf of the Underwriters, the Underwriters shall receive the earned premium hereon calculated at such short-rate scale as the Underwriter are applying at the time of the cancellation. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 7) Any fraud, misstatement or concealment by an Assured in relation to any matter affecting coverage or in connection with the making of a claim hereunder shall render this Master Policy in respect of such Assured null and void and all claims in respect of such Assured shall be forfeited.
- 8) The Underwriters will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Assured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance/Policy Summary in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 9) In respect of the Public and Products Liability Sections hereof only the Assured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 10) The due observance of the terms, provisions and conditions of this Master Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of the Underwriters to make any payment hereunder.
- 11) Termination of membership of The British Driving Society Ltd from any cause will similarly terminate cover under this Master Policy from the same date.

CONDITIONS APPLICABLE TO THE MASTER POLICY HOLDER ONLY

- 1) The Master Policy Holder shall use due diligence and exercise due care in all matters pertaining hereto.
- 2) The Underwriters or their nominees shall at all reasonable times and upon reasonable notice being given, be entitled to inspect all books, relevant records, correspondence and documents in possession of, or accessible to the Master Policy Holder, which are in any way related to this Master Policy.
- 3) The Master Policy Holder shall immediately forward to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN, all claims reported under this Master Policy, together with any relevant forms and correspondence.
- 4) The Master Policy Holder shall give the Underwriters notice in writing as soon as reasonably practicable of any alteration which materially affects the risk insured. On receipt of such notice the Underwriters shall have the option to continue this Master Policy without amendment, to require payment of an additional premium or to apply appropriate conditions to reflect the change in circumstances.

EVIDENCE OF INSURANCE
Evidence of Public and Products Liability Insurance
Effected with
International Insurance Company of Hannover Limited
By
The British Driving Society Ltd

The British Driving Society Ltd (the "Master Policy Holder") has arranged a Master Policy with International Insurance Company of Hannover Limited (the "Underwriters") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Assured specified below (the "Assured").

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, conditions, limitations and exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to Endurance GV, National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2RP.

Master Policy No: KB11/A01936

Parties comprising the Assured:

- 1) The British Driving Society Ltd
- 2) any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer but only whilst acting for or on behalf of the Master Policy Holder or any of the aforementioned bodies including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter
(each such constituent part of the Master Policy Holder being hereafter termed the "Assured")

Period of Coverage: From 1st January 2012 to 31st December 2012 both days inclusive.

DEFINITIONS

In the master policy:-

- 1) for the purpose of the Public Liability and Products Liability Sections "Assured" shall at the request of the Assured include:-
 - (a) any director or Employee of the Assured while acting on behalf of or in the course of his employment or engagement by the Assured in respect of liability for which the Assured would have been entitled to indemnity under the Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer, member or Employee of the Assureds social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (c) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (d) sponsors of the Assured including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability of which the Assured would have been entitled to indemnity under the Master Policy if the claim against such Sponsor or Organiser had been made against the Assured.Provided the such person shall as though he were the Assured observe fulfil and be subject to the terms, conditions, limitations and exclusions set forth in the Master Policy.
- 2) "Business" shall mean the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith, :-
 - (a) the ownership and/or occupation (including maintenance) of premises
 - (b) the provision and management of canteen, social, sports and welfare organisations
 - (c) the provision and management of first aid, fire and ambulance services
 - (d) private work carried out with the consent of the Assured for any director or senior official of the Assured by an Employee of the Assuredand no other for the purposes of the Master Policy
- 3) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
- 4) "Property" shall mean material property.
- 5) "Employee shall mean:-
 - (a) any person under contract of service or apprenticeship with the Assured
 - (b) any labour master or labour only sub-contractor or person supplied by any of them
 - (c) any self-employed person
 - (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured
 - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (f) any casual labourerwhile engaged in working for the Assured in connection with the Business.
- 6) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated or installed by the Assured in the course of the Business.
- 7) "Pollution" shall mean:-
 - (a) all pollution or contamination of buildings or other structures or of water or land or of the atmosphere and
 - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 8) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

- 9) "Terrorism" shall mean an act – whether involving violence of the use of force or not or the threat or the preparation 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) – which:-
- (i) is designed to or does:-
 - (a) intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - (b) disrupt any segment of the economy
- and
- (ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

INSURING CLAUSES

The Underwriters under the Master Policy agree, subject to the terms, conditions, limitations, exclusions and endorsements set forth therein to indemnify the Assured:-

- 1) against all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and, in addition to the aforementioned Limit of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in the Sections thereof.
- 2) against all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under the Master Policy.
- 3) against the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:-
 - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (b) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property
 which may be the subject of indemnity under the Master Policy.
- 4) under the Public Liability and Products Liability Sections thereof against:
 - (a) costs and expenses incurred with the written consent of the Underwriters
 - (b) costs and expenses awarded against the Assured or any Director or Employee of the Assured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth herein where the circumstances of the alleged offence may be the subject of indemnity under the Master Policy.
 Provided always that the Underwriters shall not be liable:-
 - (i) for the payment of any fine or penalty
 - (ii) where the prosecution results from a deliberate Management decision, act or omission

The indemnity provided by the Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

PUBLIC LIABILITY SECTION

The Assured is indemnified by the Public Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water happening anywhere in the World during the Period of Coverage set forth herein and arising in the course of the Business only.

Exclusions

The Underwriters shall not indemnify the Assured under the Public Liability Section against liability:-

- 1) for loss of or damage to Property belonging to the Assured or in the custody or control of the Assured or of any Employee of the Assured other than:-
 - (a) Employees' or visitors' Property
 - (b) any premises including contents which are temporarily occupied by the Assured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-
 - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Assured is not entitled to indemnity under any other Policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any Products after they have ceased to be in the custody or control of the Assured.
- 4) arising out of Pollution.

Excess

The Public Liability Section excludes:-

- (i) the first £1,000 of each and every loss or damage to Property arising out of the use of All Terrain Vehicles and Motor Cycles for official purposes at Equestrian Events for which indemnity has been provided by the Master Policy where such use does not comply with the Master Policy Holder's guidelines for the use of all Terrain Vehicles and Motor Cycles a copy of which has been lodged with the Underwriters.
- (ii) the first £500 of each and every loss or damage to Property other than as provided for in (i) above.

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Assured under the Public Liability Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000 each Assured.

Extensions (subject to all the terms, conditions, limitations and exclusions of the Public Liability section)

- 1) **Defective Premises**
The Public Liability Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Assured.
Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of such premises.
- 2) **Contingent Liability (Non-owned vehicles)**
Notwithstanding anything contained in Exclusion 2(a) to the contrary the Public Liability Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle not the property of or provided by the Assured being used in connection with the Business.
Provided always that the Underwriters shall not be liable for:-
 - (a) loss of or damage to any such vehicle.
 - (b) Bodily Injury or loss of or damage to Property resulting while such vehicle is being:-
 - (i) driven by the Assured.
 - (ii) driven with the general consent of the Assured or of the Assured's representatives by any person who, to the knowledge of the Assured or of such representatives, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - (iii) used in circumstances in which it is compulsory for the Assured to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

For the purpose of this Extension Definition 1 is deemed deleted and of no effect.
- 3) **Forestry Commission and/or Ministry of Defence**
Notwithstanding anything contained in General Exclusion 3 to the contrary the Public Liability Section extends to indemnify the Assured to the extent required under an agreement between the Assured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Assured under the terms of the said agreement.
- 4) **Landowners/Stabling/Veterinary Indemnity**
The Public Liability Section extends to indemnify in like manner to the Assured:-
 - (a) any landowner or occupier on whose land (including any structures contained thereon) Events or other activities organised by the Assured are held or over whose lands such Events or activities pass or are accessed by and arising out of such Events or activities only.
 - (b) the owner of any stabling utilised by the Assured in the course of the Business for the period such stabling is being utilised and arising only out of the utilisation of such stabling by the Assured.
 - (c) any Veterinary surgeon or Medical Person in respect of his/her engagement by the Assured only, provided that is a more specific policy of insurance is in force covering such liability, the liability of the Underwriters under the Master Policy shall apply as excess of and not as contributory with such other Insurance.

Provided always that such person shall as though he were the Assured observe, fulfil and be subject to the terms, conditions, limitations and exclusions of the Master Policy.
- 5) **Leased or Rented Premises.**
Notwithstanding anything contained in Exclusion (1) to the contrary the Public Liability Section extends to indemnify the Assured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.
Provided always that the Underwriters shall not be liable for:-
 - (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement
 - (b) the first £500 of such loss or damage caused otherwise than by fire or explosion.

PRODUCTS LIABILITY SECTION

The Assured is indemnified by the Products Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
 - 2) Accidental loss of or damage to property
- happening anywhere in the World during the Period of Coverage set forth herein and caused by any Products.

Exclusions

The Underwriters shall not indemnify the Assured under the Products Liability Section against liability:-

- 1) caused by any Products in the custody or control of the Assured.
- 2) arising out of Pollution
- 3) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect or the Products.
- 4) for loss or damage arising from the failure of any Product to fulfil its intended function.

Excess

The Products Liability Section excludes the first £500.- of each and every loss or damage to property.

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Assured under the Products Liability Section in respect of all claims against the Assured arising out of occurrences happening during the Period of Coverage set forth herein shall not exceed £5,000,000 each assured.

EXTENSIONS TO THE PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS

- 1) Contractual Liability and Indemnity to Principal
The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Liability sections, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the Assured with any third party (hereinafter termed the "Principal") so requires:-
 - (a) indemnify the Assured against liability assumed by the Assured
 - (b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal arising out of the performance by the Assured of such contract or agreement.Provided that:-
 - (a) the conduct and control of claims is vested in the Underwriters.
 - (b) the Principal shall observe, fulfil, and be subject to the terms, conditions, limitations and exclusions of the Master Policy so far as they can apply.
 - (c) the indemnity shall not apply to liquidated damages or under any penalty clause.Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 2) Sudden and Accidental Pollution
The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Liability Sections, indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage set forth herein provided that:-
 - (i) all Pollution arising out of such incident will be deemed to be once occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.
 - (ii) the Underwriters shall not indemnify the Assured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.
 - (iii) nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 3) Health and Safety at Work Etc Act 1974 Defence Costs
The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Liability Sections, indemnify the Assured against:-
 - (i) costs and expenses incurred with the written consent of the Underwriters
 - (ii) costs and expenses awarded against the Assured or any Director or Employee of the Assuredin connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth herein under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man the circumstances of which may be the subject of indemnity under the Master Policy.
Provided always that the Underwriters shall not be liable:-
 - (a) for the payment of any fine or penalty
 - (b) where the prosecution results from a deliberate Management decision, act or omission.
- 4) Court Attendance
In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Assured is entitled to indemnity under the Master Policy the Underwriters will provide compensation to the Assured at the following rates per day for each day on which attendance is required.

(a) any director or partner of the Assured	£100.-
(b) any Employee	£ 50.-

GENERAL EXCLUSIONS

The Underwriters under the Master Policy shall not be liable for:-

- 1) Bodily Injury of loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Assured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) punitive or exemplary damages.
- 5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.

- 7) Bodily Injury of loss of or damage to Property directly or indirectly caused by or contributed to by or arising from Horse racing, point to point racing or steeplechasing other than:-
 - (a) Endurance Riding or Driving or Precision Driving against the clock
 - (b) racing which forms part of an Equestrian Event the primary purpose of which is not racing where the said race is not being run under the rules of any Turf or similar Authority.
- 8) any claim arising from circumstances known to the Assured prior to the commencement of the Assured's coverage under the Master Policy.
- 9) any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Assured or not; or
 - (b) any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not.

This exclusion applied regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.
- 10) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- 11) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly 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.
- 12)
 - (i) damages, direct or consequential on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (ii) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (iii) 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, resulting from, or in any way related to any fungus of any kind whatsoever, 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. For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.
- 13) any claim arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

GENERAL CONDITIONS

- 1) The assured shall:-
 - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Assured and for which there may be liability under the Master Policy.
 - (b) advise the Underwriters in writing immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Assured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Assured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Underwriters.
- 3) The Underwriters may at any time at their sole discretion pay to the Assured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Assured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Assured bears to the total payment made by or on behalf of the Assured in settlement of the claim or claims.
- 4) The Assured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishings and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Assured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Forestry Commission or Ministry of Defence as provided for under Extension 3 or Landowners or Owners of Stabling only as provided for under Extension 4 to the Public Liability Section.
- 6) Any fraud, misstatement or concealment by an Assured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall render the Master Policy in respect of such Assured null and void and all claims in respect of such Assured shall be forfeited.
- 7) The Underwriters will, subject to the terms, conditions, limitations and exclusions of the Master Policy, treat each party termed the "Assured" as though a separate Insurance had been issued to each of them provided that nothing in this

Condition shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.

- 8) The assured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 9) The due observance of the terms, provisions and conditions of the Master Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of the Underwriters to make any payment thereunder.

The above is a summary of Policy No KB11/A01936

POLICY SUMMARY – PERSONAL LIABILITY INSURANCE EFFECTED BY THE BRITISH DRIVING SOCIETY LTD

This is a policy summary and does not contain the full terms, exclusions and conditions of the cover, which can be found in master policy no: **KB11/A01936** issued to The British Driving Society Ltd

This insurance is underwritten by The International Insurance Company of Hannover Limited. A Full Policy wording is available on request to The British Driving Society Ltd.

Parties comprising the Insured – All Members of The British Driving Society Ltd

Period of Coverage: From (i) 1st January 2012, providing the renewal of membership subscription is received
 (ii) by The British Driving Society Ltd by 31st January 2012, or
 (ii) The date that the initial or renewal membership subscription is received by The British Driving Society Ltd whichever date is the later
 To 31st December 2012, both days inclusive.

Important information

1. In respect of persons granted temporary day membership as provided for in definition 4(b) the Period of Coverage within the period 1st January 2012 to 31st December 2012 (both days inclusive), shall be from the time of arrival at the site of the The British Driving Society Ltd event in which they are participating until time of departure therefrom only.
2. In respect of members of an The British Driving Society Ltd driver's crew as provided for in Definition 4(c) the Period of Coverage shall be whilst acting directly for an The British Driving Society Ltd Member as crew (occurring between 1st January 2012 and 31st December 2012, both days inclusive) only.

COVER/SIGNIFICANT FEATURES

Significant Definitions

4) "Member" shall mean:-

- (a) any member of The British Driving Society Ltd:
 - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or at bases of Her Majesty's Forces Overseas
 - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland
 who has paid his/her membership subscription to The British Driving Society Ltd
- (b) any person granted temporary day membership of the Master Policy Holder by virtue of entering as a participant in an The British Driving Society Ltd Event
- (c) any member of an The British Driving Society Ltd driver's crew
- or,
- (d) if required by Law, the parent or guardian of the said member.
- (e) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.
- (f) any person normally domiciled outside the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by The British Driving Society Ltd from the time of arrival at the site of the competition until time of departure therefrom.

Providing that such person shall as though he were the Assured observe, fulfil and be subject to the terms, conditions, limitations and exclusions of the Master Policy.

5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

Personal Liability

Covers the Assured for

- 1) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and, in addition, claimants' costs and expenses in respect of accidental Bodily Injury of loss of or damage to Property as defined in the Master Policy.
- 2) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Assured which may be the subject of indemnity under the Master Policy

happening anywhere in the World during the Period of Coverage and arising out of the Assured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Assured in other Horse related activities.

All claims must be brought in European Courts.

Excess The first £500 of each and every loss or damage to property.

Limit of Indemnity in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000

Extensions (subject to all the terms, conditions, limitation and exclusions of the Personal Liability Section)

- 1) **Authorised Users' Indemnity** – cover extends to indemnify in like manner to the Assured any person given permission by the Assured to use the Assured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Assured's custody whilst using such Horse or Horse drawn vehicle only subject always to condition (5).
- 2) **Grooms Indemnity** – cover extends to indemnify in like manner to the Assured any groom whilst working for the Assured for liability, as defined, arising out of such work for the Assured.

EXCLUSIONS/CONDITIONS

Significant Exclusions

The Underwriters under the Master Policy shall not be liable for:-

- 1) and 9) Bodily Injury to any member of the Assured's family or household or to any Employee.
- 2) loss of or damage to Property belonging to or in the care, custody or control of the Assured or member of the Assured's family or household or a person in their service.
- 3) Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Assured, except in respect of grooms working for the Assured as provided for in Extension (2) hereof.
- 6) any liability which is assumed by agreement unless such liability would have attached in the absence of such agreement.
- 10) (i) Horse racing, point to point racing or steeple chasing other than:-
 - (a) Endurance Riding or Driving or Precision Driving against the clock
 - (b) Racing which forms part of an Equestrian Event the primary purpose of which is not racing and where the said race is not being run under the rules of any Turf or similar Authority.(ii) the use of a Horse or Horse drawn vehicle for hire or reward.
- 11) any claim arising from circumstances known to the Assured prior to the commencement of coverage hereunder.
- 13) any act of Terrorism.
- 14) hazardous materials.
- 15) fungus, including but not limited to mildew, mould, spore(s) or allergens.
- 16) asbestos or materials or products containing asbestos.

Significant Conditions

- 4) The Assured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Assured shall forthwith make good or remedy any defect or danger which becomes apparent or takes such additional precautions as the circumstances may require.
- 5) If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance.
- 7) Cross Liability Clause.

CLAIMS NOTIFICATION

In the event of a claim or possible claim under the Master Policy the Assured must immediately notify KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire RG20 7JN or telephone 01635 247474 and speak to the liability department.

The Assured must not admit liability or offer or agree to settle any claim without the Underwriters' written permission.

The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process.

Failure to comply with all claims notification requirements stipulated in the full Master Policy wording may invalidate the Master Policy.

COMPLAINTS

Any enquire or complaint should be addressed in the first instance to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire RG20 7JN or telephone 01635 247474.

If you are not satisfied with the way a complain has been dealt with you may ask the Compliance officer at International Insurance Company of Hannover Limited, L'Avenir, Opladen Way, Bracknell, Berkshire, RG12 0PE. Telephone 01344 397 600 to review your case without prejudice to your rights in law.

In all communications the Master Policy number appearing above shall be quoted.

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 0801800 or email complaint.info@financial-ombudsman.org.uk more information is available at www.financial-ombudsman.org.uk/.

COMPENSATION

If the Underwriter is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

CANCELLATION RIGHTS

Being a group policy effected by the Master Policy Holder this Insurance does not provide the member with the statutory right to cancel an Insurance within 14 days that applied to individual Insurance policy contracts.

Please note – Termination of membership of The British Driving Society Ltd from any cause will similarly terminate cover under the Master Policy from the same date.