



**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.

Law & Jurisdiction

You and we are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Any term in this insurance which conflicts with the law which applies to the country in which you live shall be amended to conform to that law

Identity of the Insurer

This insurance will be underwritten by Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

How to Make a Complaint

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

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

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

quoting **Your Policy** and/or claim number;

or

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

Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting **Your Policy** and/or claim number.

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

Exchange Tower
Harbour Exchange
London, E14 9SR
Tel: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk

To confirm whether **You** are eligible to ask the FOS to review **Your** complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm.

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **You** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,
7, boulevard Joseph II

L-1840 Luxembourg
Tel: (+352) 22 69 11 - 1
Email: caa@caa.lu
www.caa.lu

or

Service national du Médiateur de la consommation
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg
Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu

or

Médiateur en Assurances
ACA,
12, rue Erasme
L-1468 Luxembourg
Tel: (+352) 44 21 44 1
Email: mediateur@aca.lu
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

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

Compensation

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

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Privacy Notice

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you.

If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

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

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

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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 "Insured")

for the Period of Coverage set forth in the Evidence of Insurance which has been issued to such Insured 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 "Insured")

for the Period of Coverage set forth in the Policy Summary which has been issued to such Insured 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 Insured under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Limits of Indemnity set forth herein.

INSURED'S AGREEMENT

The Insured agrees:

a) to adhere to all of the terms and conditions of this insurance contract;

b)

i) that a breach of any such term or condition expressed to be a condition precedent to liability shall suspend the Underwriters' liability, unless and until the breach has been remedied (if it can be remedied); and

ii) that a breach of any term or condition not expressed to be a condition precedent to any liability may render the claim to which that breach relates null and void.

DEFINITIONS

In this Master Policy:-

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

Provided that such person shall as though he were the Insured 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 Insured 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 Insured for any director or senior official of the Insured by an Employee of the Insured

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 Insured
 - (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 Insured
 - (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 Insured 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 Insured 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 member of a The British Driving Society Ltd driver's crew
- or,
- (c) if required by Law, the parent or guardian of the said member.
- (d) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.
- (e) 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 Insured 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 Insured:-

- 1) against all sums which the Insured 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 Insured 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 Insured 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 Insured or any Director or Employee of the Insured

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.

PUBLIC LIABILITY SECTION

The Insured 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 Insured under this Section against liability:-

- 1) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:-
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents which are temporarily occupied by the Insured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured 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 Insured 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 Insured.
- 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 Insured 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 Insured.

Extensions

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

- 1) Defective Premises.
This Section extends to indemnify the Insured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Insured.
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 Insured 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 Insured 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 Insured.
 - (ii) driven with the general consent of the Insured or of the Insured's representatives by any person who, to the knowledge of the Insured 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 Insured 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 Insured to the extent required under an agreement between the Insured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Insured under the terms of the said agreement.
- 4) Landowners/Stabling/Veterinary Indemnity.
This Section extends to indemnify in like manner to the Insured:-
- (a) any landowner or occupier on whose land (including any structures contained thereon) Events or other activities organised by the Insured 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 Insured 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 Insured.
 - (c) any Veterinary Surgeon or Medical Person in respect of his/her engagement by the Insured 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 Insured 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 Insured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Insured.
Provided always that the Underwriters shall not be liable for :-
- (a) loss or damage if the liability is assumed by the Insured 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 Insured 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 Insured under this Section against liability:-

- 1) caused by any Products in the custody or control of the Insured.
- 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 Insured under this Section in respect of all claims against the Insured arising out of occurrences happening during the Period of Coverage set forth in the Evidence of Insurance shall not exceed £5,000,000.- each Insured.

EXTENSIONS TO PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS

1) Contractual Liability and Indemnity to Principal.

The Underwriters 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 Insured with any third party (hereinafter termed the "Principal") so requires:-

- (a) indemnify the Insured against liability assumed by the Insured
- (b) indemnify the Principal in like manner to the Insured in respect of the liability of the Principal

arising out of the performance by the Insured 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 this 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 Insured 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 in the Evidence of Insurance 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 will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections, indemnify the Insured 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 in the Evidence of Insurance provided that:-

- (i) all Pollution arising out of such incident will be deemed to be one 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 Insured 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 in the Evidence of Insurance 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 will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections, indemnify the Insured against:-

- (i) costs and expenses incurred with the written consent of the Underwriters
- (ii) costs and expenses awarded against the Insured or any Director or Employee of the Insured

in 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 in the Evidence of Insurance 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 this 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 under mentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Insured is entitled to indemnity under this Master Policy the Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required

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

PERSONAL LIABILITY SECTION

The Insured 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 Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other Horse related activities.

Conditions

1. It is a condition precedent to liability that the driving bridle must not be removed whilst the horse(s) is still attached to the carriage.
2. It is a condition precedent to liability that when the horse(s) is in harness and attached to the carriage that a driver will be on the box seat and in control of the reins at all times. Driving/Long Reining the horse whilst walking beside the carriage is not considered suitable control under the terms of this policy. The only exception to this condition is working with horse drawn agricultural implements.
3. It is a condition precedent to liability that if the driver dismounts, then a groom must be in control of the horse(s) by holding the head by means of a lead rope attached to the bit ring or headcollar or by holding the reins close to the horse's head.
4. It is a condition precedent to liability that no passengers will be in the carriage unless the driver is on the box seat and in control of the horse(s).
5. It is a condition precedent to liability that the horse(s) will not be tethered or tied up whilst still attached to the carriage.
6. It is a condition precedent to liability that Members under 18 years old must be accompanied and supervised by a competent adult at all times when driving or handling a horse.

Exclusions

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

- 1) for Bodily Injury to any member of the Insured's family or household.
- 2) for loss of or damage to Property belonging to or in the care, custody or control of the Insured or member of the Insured'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 Insured. This Exclusion is deemed not to apply in respect of grooms working for the Insured 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 Insured 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 Insured.

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

Grooms Indemnity

This Section extends to indemnify in like manner to the Insured any groom whilst working for the Insured for Liability, as herein defined, arising out of such work for the Insured.

Provided always that such person shall as though he were the Insured 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 Insured 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 Insured.
- 7) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from
 - (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) Horse driving trials events run under the rules of the British Carriagedriving/BHDTA or similar authority, not including the British Driving Society
 - (iii) The use of a Horse or Horse Drawn vehicle for hire and reward.
- 8) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under this Master Policy.
- 9) any loss, damage, liability, claim, cost, fee or expense caused by
 - A. the use of, or inability to use;
 - B. any error or omission relating to the use of; or
 - C. any hoax or threat relating to the use of;any application, process or software.
- 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 allergensirrespective 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 Insured shall:-
 - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Master Policy.
 - (b) advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.
- 4) The Insured 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 Insured 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 Insured for the Period of Coverage specified in the Evidence of Insurance/Policy Summary issued to such Insured where such Period of Coverage incepted prior to the effective date of cancellation shall continue till the natural expiry of such Period of Coverage (unless notice is given to such Insured 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) If the Insured makes a fraudulent claim under this Master Policy, the Underwriters:
 - a) are not liable to pay the claim; and
 - b) may recover from the Insured any sums paid by the Underwriters to the Insured in respect of the claim; and
 - c) may by notice to the Insured treat this insurance contract as having been terminated with effect from the time of the fraudulent act.
- If the Underwriters exercise their rights under Condition 7. c) above:
- d) the Underwriters shall not be liable to the INSURED in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriters' liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - e) the Underwriters need not return any of the premiums paid.

This condition will apply to only the individual member of the Master Policy and not the entire group if the fraud was perpetrated by an individual member and not the Master Policyholder.

- 8) The Underwriters will, subject to the terms, Conditions, Limitations and Exclusions hereof, treat each party termed the "Insured" 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 Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 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.

THE FOLLOWING SECTION RELATES TO COVER PROVIDED TO EVENT ORGANISERS

EVIDENCE OF INSURANCE
Evidence of Public and Products Liability Insurance
Effected with
Liberty Mutual Insurance Europe SE
By
The British Driving Society Ltd

The British Driving Society Ltd (the "Master Policy Holder") has arranged a Master Policy with Liberty Mutual Insurance Europe SE (the "Underwriters") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

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 The British Driving Society Ltd.

Master Policy No: KB17/C00005

Parties comprising the Insured:

- 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 "Insured")

Period of Coverage: From 1st January 2021 to 31st December 2021 both days inclusive.

DEFINITIONS

In the master policy:-

- 1) for the purpose of the Public Liability and Products Liability Sections "Insured" shall at the request of the Insured include:-
 - (a) any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under the Master Policy if the claim against any such person had been made against the Insured.
 - (b) any officer, member or Employee of the Insureds 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 Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured.
 - (d) sponsors of the Insured including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability of which the Insured would have been entitled to indemnity under the Master Policy if the claim against such Sponsor or Organiser had been made against the Insured.

Provided the such person shall as though he were the Insured 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 Insured 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 Insured for any director or senior official of the Insured by an Employee of the Insuredand 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 Insured
 - (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 Insured
 - (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 Insured 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 Insured 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:-
 - (a) is designed to or does:-
 - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - (ii) disrupt any segment of the economy
 and
 - (b) 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 Insured:-

- 1) against all sums which the Insured 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 Insured 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 Insured 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 Insured or any Director or Employee of the Insured
 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 Insured 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 Insured 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 Insured under the Public Liability Section against liability:-

- 1) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:-
 - (a) Employees' or visitors' Property
 - (b) any premises including contents which are temporarily occupied by the Insured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured 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 Insured 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 Insured.
- 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 Insured 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 Insured.

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 Insured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Insured.
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 Insured 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 Insured 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 Insured.
 - (ii) driven with the general consent of the Insured or of the Insured's representatives by any person who, to the knowledge of the Insured 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 Insured 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 Insured to the extent required under an agreement between the Insured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Insured under the terms of the said agreement.
- 4) **Landowners/Stabling/Veterinary Indemnity**
The Public Liability Section extends to indemnify in like manner to the Insured:-
 - (a) any landowner or occupier on whose land (including any structures contained thereon) Events or other activities organised by the Insured 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 Insured 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 Insured.
 - (c) any Veterinary surgeon or Medical Person in respect of his/her engagement by the Insured 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 Insured 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 Insured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Insured.
Provided always that the Underwriters shall not be liable for:-
 - (a) loss or damage if the liability is assumed by the Insured 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 Insured 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 Insured under the Products Liability Section against liability:-

- 1) caused by any Products in the custody or control of the Insured.
- 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 Insured under the Products Liability Section in respect of all claims against the Insured arising out of occurrences happening during the Period of Coverage set forth herein shall not exceed £5,000,000 each Insured.

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 Insured with any third party (hereinafter termed the "Principal") so requires:-

 - (a) indemnify the Insured against liability assumed by the Insured
 - (b) indemnify the Principal in like manner to the Insured in respect of the liability of the Principal arising out of the performance by the Insured 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 Insured 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 Insured 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 Insured 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 Insured against:-

 - (i) costs and expenses incurred with the written consent of the Underwriters
 - (ii) costs and expenses awarded against the Insured or any Director or Employee of the Insured

in 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 Insured is entitled to indemnity under the Master Policy the Underwriters will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

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

GENERAL EXCLUSIONS

The Underwriters under the Master Policy shall not be liable 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 Insured 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 Insured.
- 7) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from
 - (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) Horse driving trials events run under the rules of the British Carriagedriving/BHDTA or similar authority, not including the British Driving Society
 - (iii) The use of a Horse or Horse Drawn vehicle for hire and reward.
- 8) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.
- 9) any loss, damage, liability, claim, cost, fee or expense caused by
 - A. the use of, or inability to use;
 - B. any error or omission relating to the use of; or
 - C. any hoax or threat relating to the use of;
 any application, process or software.
- 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 Insured shall:-
 - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.
 - (b) advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

- 4) The Insured 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 Insured 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) If the Insured makes a fraudulent claim under this Master Policy, the Underwriters:
 - a) are not liable to pay the claim; and
 - b) may recover from the Insured any sums paid by the Underwriters to the Insured in respect of the claim; and
 - c) may by notice to the Insured treat this insurance contract as having been terminated with effect from the time of the fraudulent act.

If the Underwriters exercise their rights under Condition 6. c) above:

- d) the Underwriters shall not be liable to the INSURED in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriters' liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- e) the Underwriters need not return any of the premiums paid.

This condition will apply to only the individual member of the Master Policy and not the entire group if the fraud was perpetrated by an individual member and not the Master Policyholder.

- 7) The Underwriters will, subject to the terms, conditions, limitations and exclusions of the Master Policy, treat each party termed the "Insured" 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 Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.

The above is a summary of Policy No KB18/A00008

THE FOLLOWING SECTION RELATES TO MEMBER'S PERSONAL LIABILITY BENEFITS





Public Liability Insurance for British Driving Society Members Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE which is registered in the UK. Liberty Mutual Insurance Europe SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: SE000115.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request.

What is this type of insurance?

This is a public liability insurance policy for British Driving Society members.

 What is insured?	 What is not insured?
<p>This insurance will cover:</p> <ul style="list-style-type: none"> ✓ Legal damages you or a member of your crew become liable to pay to a third party for injury or property damage following an incident involving a horse and/or horse drawn carriage under this policy during the period of insurance ✓ Legal costs you incur in connection with the incident 	<p>This insurance will not cover legal liability and/or legal costs relating to:</p> <ul style="list-style-type: none"> ✗ Incidents caused by someone other than you ✗ Incidents occurring outside of the territorial limits of this insurance. ✗ Deliberate acts caused by you ✗ Horse racing, point to point racing or steeple chasing ✗ Horse driving trials events run under the rules of British Carriagedriving/BHDTA or similar authority, not including the British Driving Society ✗ The use of a Horse or Horse Drawn Vehicle for hire or reward ✗ Injuries caused to you, your family, your household or any employee ✗ Damage to property owned by you or your family, household or person in your service, or property in your care. ✗ Incidents that are related to your trade, business or profession except in respect of incidents arising out of Grooms working for you ✗ Incidents that arise in connection with any activities that would make you subject to the regulations of the Riding Establishment Act ✗ Injuries sustained by any person working under your control in connection with your business ✗ any loss, damage, liability, claim, cost, fee or expense caused by <ul style="list-style-type: none"> A. the use of, or inability to use; B. any error or omission relating to the use of; or C. any hoax or threat relating to the use of; any application, process or software.



Are there any restrictions on cover?

- ! You are required to pay the first GBP 500 of each and every claim for property damage
- ! This policy pays up to a maximum of GBP 5,000,000 per incident
- ! If any claim is also covered in whole or in part by any other insurance the liability of Underwriters shall apply in excess of, and not as contributory with, such other insurance
- ! All claims must be brought against you in a European Court of Law
- ! If you are not domiciled within the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or at bases of Her Majesty's Forces Overseas cover is only provided when you are temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or bases of Her Majesty's Forces Overseas



Where am I covered?

- ✓ Anywhere in the world



What are my obligations?

- You must at all times take reasonable precautions to avoid or minimise damage to property and to avoid, prevent or minimise any injury to others.
- You must notify us as soon as is reasonably practicable of any event that may give rise to a claim under this insurance and you must provide us with all additional information as we may require. Every letter of claim, writ summons or process and all related documents and any other written notification of claim must be forwarded unanswered to us as soon as is reasonably practicable after they are received.
- If we make any payment under this insurance, we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense. You must provide all information and documents and give to us all such assistance as we may require to secure such rights and remedies. You must do nothing to jeopardise or extinguish any rights against a third party or parties, and you must do everything possible to preserve such rights.

Failure to meet your obligations could result in a claim being rejected or a reduction in the amount we pay.



When and how do I pay?

- Payment for this insurance is included within your British Driving Society Membership fee



When does the cover start and end?

- This insurance cover is from the date your membership starts until the 31st December 2021



How do I cancel the contract?

- As this insurance is included within your membership of the British Driving Society you do not have a statutory right to cancel this policy. If you cancel your membership your insurance cover will be automatically cancelled.
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