



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.

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Introduction

We agree with the **Master Policy Holder** to provide:

- a) public and products liability 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**, including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter;

for the **period of cover**.

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

- b) personal liability insurance for all **Members** of The British Driving Society Ltd for the **period of cover**.

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

The coverage provided under this Master Policy is subject to all the terms, Conditions, Limitations, Exclusions and Policy Limits set out within this Master Policy.

The **Master Policy Holder** has arranged this insurance and is the contracting party for this insurance.

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

Definitions

In this Master Policy where the following words or phrases appear in bold, they will have the following meaning:

Bodily injury means death, injury, illness, disease or nervous shock.

Business means 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 British Driving Society Ltd and, in connection with:

- (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 British Driving Society Ltd 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.

Employee means:

- (a) any person under a contract of service or apprenticeship with **you**
 - (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 **you**
 - (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 **you** in connection with the **business**.

Horse means any horse, pony, donkey, mule, ass or jennet, or any number of such.

Insured means:

- (i) The British Driving Society Ltd.
- (ii) 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**, including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter

for the purpose of the Public Liability and Products Liability Sections only, "**insured**" at the request of The British Driving Society Ltd may 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 cover 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 of this policy.

Legal Costs means:

1. costs of **your** legal representation at:
 - a) any Coroner's Inquest or Fatal Accident Inquiry;
 - b) proceedings in any court arising out of any alleged breach of statutory duty.
2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent.

Legal costs do not include **your** office expenses, all expenses for **your employees** and general retainer fees normally paid by **you**.

Master Policy Holder means The British Driving Society Ltd.

Member means:

(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; or
- (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 and is covered under the Personal Liability Section of this Master Policy only.,

(b) any person in a The British Driving Society Ltd driver's crew whilst acting directly for a **member** as defined in (a) above.

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 and their crew whilst participating in international competitions in the United Kingdom organised by or recognised by The British Driving Society Ltd from the time of arrival at the site of the competition until the time of departure from the site only.

Providing that such person in (b) to (e) above as though he were the **member** observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this policy.

Period of Cover means the time for which the Master Policy is in place, as specified in the Evidence of Insurance and/or Members' Summary.

Pollution means:

- (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.

Products means any goods or products (including containers, labelling, instructions or advice provided in connection with those products) sold, supplied, erected, repaired, altered, treated or installed by the **insured** in the course of the **business**.

Property means any material property.

Territorial Limits means

- a) If **you** are domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of Her Majesty's Forces Overseas then **you** are covered anywhere in the world.
- b) If **you** are not domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of Her Majesty's Forces Overseas then **you** are only covered when you are temporarily visiting these territories.

We/us/our means Liberty Mutual Insurance Europe SE UK Branch (LMIE UK) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group, as the insurer of the Master Policy. For full information see the Corporate Information section below.

You/your means anybody or any organisation covered under this Master Policy as an **insured** or a **member**.

Cover

Public Liability Section

What is covered

A. **We** agree to cover the **insured** against all sums they become legally liable to pay as damages, including the claimants' costs and expenses, for:

- 1) Accidental **bodily injury** to a third party;
- 2) Accidental loss of or damage to third party **property**;
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

happening anywhere within the **territorial limits** during the **period of cover** and arising in the course of the **business** only.

B. With **our** prior consent, **we** will cover the **insured** against **legal costs** incurred in respect of any claim which may be covered under A above.

Please see the Policy Limit section below for the maximum **we** will pay for any claim under this Section.

What is not covered

We will not cover 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** 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. However, this exclusion does 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 cover 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 are no longer in the custody or control of the **insured**.
- 4) arising out of **pollution**, unless specifically covered within the Sudden and Accidental Pollution extension below.

Excess

Under this Section, the **insured** must pay:

- (i) the first £1,000 of each and every loss or damage to **property** arising out of:
 - a. the use of All Terrain Vehicles and Motor Cycles for official purposes at Equestrian Events for which cover has been provided by this Master Policy; and
 - b. 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 **us**.
- (ii) the first £500 of each and every loss or damage to **property** other than as provided for in (i) above.

Policy Limit

The most **we** will pay 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 will not exceed £5,000,000 each **insured**.

All amounts payable by **us** for **legal costs** will be payable in addition to the Policy Limit. However, **legal costs** are included within the Policy Limit when made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates.

Extensions to the Public Liability Section

These extensions to the cover are automatically included under this Master Policy. These extensions are subject to all the terms, Conditions, Limitations and Exclusions of this Section and the Policy as a whole.

1) Defective Premises.

This Section extends to cover the **insured** against liability in respect of **bodily injury** or loss of or damage to **property** arising in respect of the **insured's** previous ownership of premises.

We will not cover the **insured** 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).

This Section extends to cover 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 being used in connection with the **business**.

However, no cover is given if such motor vehicle is owned, hired or provided by the **insured**.

We will not cover the **insured** under this Extension against liability for: (a) loss of or damage to any such motor 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 **insured's** knowledge or of such representatives, does not hold a licence to drive such vehicle.
- (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.

3) Forestry Commission and/or Ministry of Defence.

This Section extends to cover 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 that agreement.

General Exclusion 3 does not apply to the 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 that agreement.

4) Landowners/Stabling/Veterinary Extension.

This Section extends to cover in like manner to the **insured**:

- (a) any landowner or occupier on whose land (including any structures contained on the land) 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, then this Master Policy shall apply as excess of and not as contributory with such other Insurance.

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

5) Leased or Rented Premises.

This Section extends to cover the **insured** against liability for loss of or damage to premises (including the fixtures or fittings) leased or rented to the **insured**.

We will not cover the **insured** 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.

Products Liability Section

What is covered

A. **We** agree to cover the **insured** against all sums they become legally liable to pay as damages, including the claimants' costs and expenses, for:

- 1) Accidental **bodily injury** to a third party
- 2) Accidental loss of or damage to third party **property**

happening anywhere within the **territorial limits** during the **period of cover** and caused by any **products**.

B. With **our** prior consent, **we** will cover the **insured** against **legal costs** incurred in respect of any claim which may be covered under A above.

Please see the Policy Limit section below for the maximum **we** will pay for any claim under this Section.

What is not covered

We will not cover **you** 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

The **insured** must pay the first £500 of each and every loss or damage to **property**.

Policy Limit

The most **we** will pay 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 cover** will not exceed £5,000,000 each **insured**.

All amounts payable by **us** for **legal costs** will be payable in addition to the Policy Limit. However, **legal costs** are included within the Policy Limit when made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates

Extensions to Public Liability and Products Liability Sections

These extensions to **your** cover are automatically included under this Policy and are subject to all the terms, Conditions, Limitations and Exclusions of the Public Liability and Products Liability Sections and the Policy as a whole.

- 1) Contractual Liability and Extending Cover to Principal.

We will to the extent that any contract or agreement entered into by the **insured** with any third party (the "Principal") so requires:

- (a) cover the **insured** against liability assumed by the **insured**
- (b) cover 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) **we** have conduct and control of all.
- (b) the Principal must observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this

Master Policy so far as they can apply.

(c) the cover will not apply to liquidated damages or under any penalty clause.

Where any cover is provided to any Principal, **we** will treat each Principal and the **insured** as though a separate Insurance had been issued to each of them

Nothing in this Extension increases the Limit set out in the Section under which the claim is made..

2) Sudden and Accidental Pollution.

We will cover the **insured** against liability in respect of **bodily injury** or loss of or damage to **property** caused by **pollution**.

The **pollution** must result from an incident.

In this extension, an incident must:

- be sudden, identifiable, unintended and unexpected;
- occur entirely at a specific time and place; and
- happen during the **period of cover**

We will not cover the **insured** under this Extension against any liability in respect of **pollution** happening anywhere in the United States of America or Canada.

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.

Nothing in this Extension increases the policy limits set out in the Section under which the claim is made.

3) Health and Safety at Work Etc. Act 1974 Defence Costs.

We will cover the **insured** against:

- (i) costs and expenses incurred with **our** written consent
- (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 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 cover under this Master Policy. However, the alleged offence must have occurred during the **period of cover**.

We will not cover the **insured**:

- (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.

If **we** request any of the persons below to attend court as a witness in connection with a claim for which the **insured** is entitled to cover under this Master Policy, **we** 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

5) **Consumer Protection Act**

We will cover the **insured** against

- (a) costs and expenses incurred with our written consent
- (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 or similar consumer protection legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man where the circumstances of the alleged offence may be the subject of cover under the Master Policy. However, the alleged offence must have occurred during the **period of cover**.

We will not cover the **insured** for:

- (a) For the payment of any fine or penalty.
- (b) Where the prosecution results from a deliberate Management decision, act or omission.

Personal Liability Section

What is covered

A. **We** agree to cover the **member** against all sums they become legally liable to pay as damages, including the claimants' costs and expenses, for:

- 1) Accidental **bodily injury** to a third party
- 2) Accidental loss of or damage to third party **property**

happening anywhere within the **territorial limits** during the **period of cover** and arising out of the **members** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle and direct participation by the **member** in other **horse** related activities.

B. With **our** prior consent, **we** will cover the **member** against **legal costs** incurred in respect of any claim which may be covered under A above.

Please see the Policy Limit section below for the maximum **we** will pay for any claim under this Section.

The Members' Duties

The **member** must ensure to comply with the following duties. Failure to do so, will mean no cover will be provided under this Section.

1. The driving bridle must not be removed whilst the **horse** is still attached to the carriage.
2. A driver must be on the box seat and in control of the reins at all times when the **horse** is in harness and attached to the carriage.. Driving/Long Reining the **horse** whilst walking beside the carriage is not considered suitable control under the terms of this Master Policy. The only exception to this condition is working with **horse** drawn agricultural implements.
3. If the driver dismounts, then a groom must be in control of the **horse** 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. No passengers are to be in the carriage unless the driver is on the box seat and in control of the **horse**.
5. The **horse** must not be tethered or tied up whilst still attached to the carriage.
6. **Members** under 18 years old must be accompanied and supervised by a competent adult at all times when driving or handling a **horse**.

What is not covered

We will not cover the **member** under this Section against liability:

- 1) for loss of or damage to **property** belonging to or in the care, custody or control of the **member** or member of the **member's** family or household or a person in their service.
- 2) for **bodily injury** or loss of or damage to **property** arising out of or incidental to any profession, occupation or business of the **member**.

This Exclusion is deemed not to apply in respect of grooms working for the **member** as provided for in the Grooms Extension below.

- 3) 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

The **member** must pay the first £500 of each and every loss or damage to **property**.

Policy Limit The most **we** will pay for all damages payable by the **member** 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 **member**.

All amounts payable by **us** for **legal costs** will be payable in addition to the Policy Limit. However, **legal costs** are included within the Policy Limit when made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates

Extensions

These extensions to the cover are automatically included under this Policy. These extensions are subject to all the terms, Conditions, Limitations and Exclusions of this Section and the Policy as a whole.

Grooms Indemnity

This Section extends to cover in like manner to the **member** any groom whilst working for the **member** for Liability during the **period of cover**, for legal liability arising out of such work for the **member**.

Provided always that the groom observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy as though he were the **member**.

General Exclusions

Exclusions are the events, liabilities, losses and claims **we** do not cover under this policy. The exclusions listed here apply to all parts of this **policy**. There are additional exclusions within each Section of this policy.

We will not cover **you** or be liable under this Master Policy for:

- 1) any loss, damage or liability due to:
 - a) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared, or;
 - b) a rebellion, revolution, insurrection, military or usurped power; or
 - c) confiscation, nationalisation or requisition.
- 2) any loss, damage or liability due to any nuclear reaction, nuclear radiation or radioactive contamination.

- 3) any liability which is assumed by **you** by agreement (other than liability arising out of a condition or warranty of goods implied by law). However, liability that would have attached to **you** without such agreement may be covered, depending on the other terms in this policy.
- 4) any punitive or exemplary damages.
- 5) any multiplied damages. However, this exclusion does not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) any **bodily injury** sustained by:
 - a) **you, your** family or a member of **your** household;
 - b) an **employee** which arises out of and in the course of his/her employment or engagement by **you**.
- 7) any loss, damage or liability due to
 - (i) **Horse** racing, point to point racing or steeple chasing other than:
 - (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.

This exclusion 7) does not apply to:

 - (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.
- 8) any claim arising from circumstances known to **you** prior to the start of **your** coverage under this Master Policy.
- 9) any loss, damage or liability caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.
- 10) any loss, damage or liability due to any:
 - a) act of terrorism and/or
 - b) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

- 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) any loss, damage or liability due to any:

- a) Fungal Pathogens;
- b) action taken in controlling, preventing, suppressing or in any way relating to any Fungal Pathogens;

whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Fungal Pathogens means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

For purposes of this exclusion, "Bodily Injury" includes 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.

Claim Conditions

These Conditions apply to all Sections of this **policy**. **You** must comply with these Conditions. There may be additional conditions within in each Section of this Policy. Failure to comply with these Conditions may adversely effect a claim under this Policy.

1) Claims notification. **You** must:

- (a) notify KBIS British Equestrian Insurance in writing as soon you can of anything which may give rise to a claim being made under this Master Policy. Notification should be sent to:

KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN, or
Email: claims@kbis.co.uk

Notification should include:

- i) how, when and where the incident took place;
- ii) the names and addresses of any injured persons and where possible the name and address of any witnesses; and
- iii) the nature and location of any **bodily injury** or details of any damage to **property**.

- (b) notify KBIS British Equestrian Insurance in writing, at the details above, as soon as possible of you having knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any incident or claim.

2) **You** must:

- a) not admit responsibility or make an offer of payment without **our** permission.
- b) provide **us** with a copy of any correspondence making a demand for money or compensation made by a third party or a representative on their behalf, and any legal proceedings, for example any writ, summons or request for dispute resolution.
- c) co-operate with **us** and any person authorised by **us** in the investigation, defence or settlement of the claim or any legal proceedings.

3) **We** may, at **our** discretion, to take over and conduct in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for cover or damages against any other persons.

4) **We** may at any time and at **our** sole discretion pay **you** the maximum sum payable under this Master Policy or any lesser sums for which any claim or claims can be settled. **We** would then not be under any further liability,

except for the payment of costs and expenses of litigation incurred prior to that payment.

In the event of a claim or series of claims results in **your** liability being an amount above the specific Policy Limit set out under the relevant Section of this Policy, **we** will pay the proportion of those costs and expenses that the amount of the claim bears to the specific Policy Limit. For example, if the amount of the claim is £10,000,000 and the relevant Policy Limit is £5,000,000, **we** will pay half the claim

General Conditions

These Conditions apply to all Sections of this **policy**. **You** must comply with these Conditions. There may be additional conditions within in each Section of this Policy. Failure to comply with these Conditions may adversely effect a claim under this Policy.

- 1) **You** must comply with all of the terms and conditions of this insurance contract.
- 2) **You** must:
 - a) take all reasonable care to:
 - (i) prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition;
 - (ii) employ only competent **employees**; and
 - (iii) act in accordance with all statutory obligations and regulations.
 - b) make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require as soon as possible.
- 3) If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, **our** liability will apply as excess of, and not as contributory with, such other insurance.

This condition does 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.

- 4) The **Master Policy Holder** may cancel this Master Policy at any time by written notice or by surrender of this Master Policy to **us**. This Master Policy may also be cancelled by **us** or on **our** behalf but only in the event of non-payment of premium, fraud or misrepresentation by the **Master Policy Holder**.

To cancel this Master Policy **we** must provide the **Master Policy Holder** with 30 days notice of cancellation. The cancellation notice must be in writing and sent to the **Master Policy Holder** by registered or certified mail or email, at the **Master Policy Holder's** last known address.. The mailing of the cancellation notice is deemed to be sufficient proof of notice and this Master Policy will terminate at the date and hour specified in the notice.

If the Master Policy is cancelled, the cover provided to each **insured** and/or **member** will continue as per the **period of coverage** specified in the Evidence of Insurance/Members' Summary issued to such **insured** and/or **member**. Provided:

- (i) that **period of coverage** began before the effective date of cancellation; and
- (ii) notice is not given to such **insured** and/or **member** in accordance with Condition 5.

In the event of cancellation of the Master Policy, the premium is due on a pro-rata basis for the period **we** were on risk. However, if **we** have to deal with any claim during that time, the full premium is owed to **us**.

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

If **we** exercise **our** rights under c) above:

- (i) **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premiums paid.

This condition will only apply to the individual concerned and not the entire group if the fraud was perpetrated by an individual and not the **Master Policy Holder**.

- 6) **We** will treat each party termed "**you**" as though a separate Insurance had been issued to each individual making the total group of insureds and members covered under this Master Policy. Nothing in this Condition increases the Policy Limits in respect of any one claim or during the **period of cover**
- 7) In respect of the Public and Products Liability Sections only the **insured** must give KBIS British Equestrian Insurance notice in writing as soon as possible of any alteration which materially affects the risk.
- 8) Termination of **your** membership of The British Driving Society Ltd from any cause will similarly terminate cover under this Master Policy from the same date.

Master Policy Holder Conditions

CONDITIONS APPLICABLE TO THE MASTER POLICY HOLDER ONLY

The **Master Policy Holder** must comply with the terms and conditions below.

We recognise the **Master Policy Holder** may appoint an Administrator to administer certain functions of this **policy**. However, it remains the **Master Policy Holder's** responsibility to ensure compliance with the terms and conditions set out below.

Important Notice - Information we need to know about and your duty of fair presentation

We take this opportunity to remind the **Master Policy Holder** that it owes a duty to make a fair presentation of the risk to **us**. The **Master Policy Holder** has a duty to disclose to **us** every material circumstance which it knows or ought to know after a reasonable search or which is sufficient to put **us** on notice that **we** need to make further enquiries for the purpose of revealing those material circumstances. In addition, the **Master Policy Holder** has a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent Underwriter's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle **us** to:

- in some circumstances, avoid the **policy** from inception and in this event any claims under the **policy** would not be paid;
- impose different terms on the cover; and/or
- reduce the amount of any claim payable.

This duty applies:

- before the cover is placed;
- when it is renewed; and
- at any time that it is varied.

We recommend the **Master Policy Holder** keeps a record (including copies of letters) of all the information it provides to **us** for **your** future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

- 1) The **Master Policy Holder** must use due diligence and exercise due care in all matters relating to this Master Policy.
- 2) **We**, including **our** nominees, will 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** must as soon as possible forward to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN, or email claims@kbis.co.uk all claims reported under this Master Policy, together with any relevant forms and correspondence.
- 4) The **Master Policy Holder** must give **us** notice in writing as soon as reasonably practicable of any alteration which materially affects the risk insured. On receipt of such notice **we** 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.

Complaints

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

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

Compliance Officer
Liberty Mutual Insurance Europe SE (UK branch)
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
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

Useful Information

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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

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.

Third Parties (Rights Against Insurers)

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999, or any subsequent legislation amending or replacing that Act, to enforce any term of this contract but this does not affect any right of remedy of a third party which exists or is available apart from that Act.

Company Information

Liberty Mutual Insurance Europe SE UK Branch (LMIE UK) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE UK is a branch of Liberty Mutual Insurance Europe SE (LMIE). LMIE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE UK is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. LMIE UK's address is 20 Fenchurch Street, London EC3M 3AW. www.libertyspecialtymarkets.com

THE FOLLOWING SECTION RELATES TO COVER PROVIDED TO EVENT ORGANISERS

