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0345 230 2323

All you need to know about Equine Liability Insurance

Your policy pack contains the following -

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Insurance Product Information Document



This insurance is provided by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453.

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

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

What is this type of insurance?

This is an equine Liability insurance policy for Public and Products Liability with additional cover you can purchase for Employers' Liability and Care, Custody and Control Liability. This policy is to insure you against legal liability for accidental injury to third parties or damage to third party property that occurs during the period of insurance and arises out of and in connection with your equine business, profession or trade.

|  | What is insured? |  | What is not insured? |
|---|--|---|---|
| | <p><u>Public and Products Liability</u></p> <ul style="list-style-type: none"> ✓ Damages and claimant's costs and expenses incurred in respect of your legal liability for injury sustained by any third party and/or damage to third party property which occurs in connection with your business. ✓ Legal costs incurred with our written consent in connection with any claim made by a third party against you under this section. <p>Extensions automatically included:</p> <ul style="list-style-type: none"> ✓ Contingent Liability (Non-Owned Vehicles) | | <p>The main exclusions to this Liability insurance are:</p> <p><u>General Policy Exclusions</u></p> <ul style="list-style-type: none"> ✗ Communicable Diseases ✗ Deliberate, conscious or intentional disregard by you or your employees of the need to take all reasonable steps to prevent injury or damage ✗ Nuclear reaction, radiation and contamination ✗ PFAS ✗ Terrorism ✗ War and Civil War |

- ✓ Cover for Landowners
- ✓ Data Protection
- ✓ Defective Premises
- ✓ Food Safety Act 1990
- ✓ Forestry Commission and/or Ministry of Defence
- ✓ Owners' Cover
- ✓ Worldwide Transportation

Extensions available to purchase but not automatically included:

- ✓ Customers' Cover
- ✓ Instructors' Liability
- ✓ Members' Cover
- ✓ Member to Member
- ✓ Personal Liability

Employers' Liability

You are not automatically covered under this section unless purchased

- ✓ Damages and claimant's costs and expenses incurred in respect of your legal liability for any injury to an employee.
- ✓ Legal costs incurred with our written consent in connection with any claim made by an employee against you under this section.

Extensions automatically included:

- ✓ Health and Safety at Work Legislation – costs and expenses in connection with a prosecution under the Health and Safety at Work etc Act 1974.
- ✓ Unsatisfied Court Judgement – damages and costs in relation to a court judgement

Exclusions applicable to the Public and Products Liability Section only

- ✗ Abuse
- ✗ Asbestos and Dangerous Building Materials
- ✗ Breach of Professional Duty
- ✗ Criminal or Malicious Acts
- ✗ Cyber Incidents
- ✗ Fines, Penalties, or Punitive or Exemplary Damages
- ✗ Medical Malpractice
- ✗ Mould and Fungus
- ✗ Participant to Participant Liability during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.
- ✗ Penalty Clauses
- ✗ Pollution or contamination other than which arises from a sudden, identifiable, unintended and unexpected incident
- ✗ Prior Claims or Circumstances
- ✗ Property Damage in respect of any property owned or leased by you



Are there any restrictions on cover?

awarded to your employee that has not been satisfied.

Care, Custody and Control Liability

You are not automatically covered under this section unless purchased

- ✓ Damages incurred in respect of your legal liability for any injury, illness or disease (fatal or non-fatal) to any horse(s) not owned by you but within your care, custody or control. This includes any injury, illness or disease caused by an employee in connection with your business.

Main restrictions:

- ! You must follow the claims procedure as set out in your policy wording when you discover any circumstance or event which may give rise to a claim.
- ! Excesses apply and are as shown in your schedule.
- ! Each section of cover has a maximum we will pay. Full details are in your schedule.
- ! You must ensure you comply with any additional endorsements applied by us to your policy coverage.



Where am I covered?

- ✓ Great Britain, Northern Ireland, the Channels Islands and the Isle of Man.
- ✓ Worldwide (excluding Cuba, Iran and North Korea) whilst temporarily overseas in the course of your business.



What are my obligations?

- You must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must take all reasonable precautions for the safety of and to avoid, prevent or minimise any injury to others or damage to their property.
- You must comply with all statutory and other obligations and regulations imposed by any authority, including obtaining the necessary licence to carry out your business.
- Use and provide appropriate personal protective equipment (PPE) to any employee or customer .
- Exercise reasonable care in the selection and supervision of employees and in the employment of competent staff.
- In the event of a claim or any circumstance that may give rise to a claim you must notify us as soon as reasonably practicable.
- You must pay the premium.

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



When and how do I pay?

- Your broker will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

- This insurance cover is for the period stated in your schedule and the start date and end date of the cover are specified in your schedule.



How do I cancel the contract?

- You can cancel this insurance at any time by contacting your broker.
 - After the 14 day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered and any applicable administrative cost of providing the insurance.
-



EQUINE COMBINED LIABILITY POLICY

**INSURANCE PRODUCT
INFORMATION DOCUMENT**

SRG A Specialist Risk
Group Company

KBIS Limited is authorised and regulated by the Financial Conduct Authority (FRN:300861). Registered Address: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Registered in England and Wales. (Company No. 2208091).
KBIS Limited is part of the Specialist Risk Group.

KBIS
Cullimore House
Peasemore
Newbury
RG20 7JN

kbis.co.uk



EQUINE COMBINED LIABILITY POLICY

WORDING



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About this policy

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

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

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

Reference to any legislation shall include amending or replacing legislation.

Insuring Agreement

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

Law & Jurisdiction

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

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

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

Definitions

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

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

Advertising Injury

means:

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

Business

means the business as stated in the **Schedule** conducted at or from **Premises** within the **Territorial Limits** and shall include:

- (a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **Employees** and **Your** ambulance, first aid, fire, medical and security services.
- (b) Private duties undertaken by an **Employee** for **You** or, with **Your** consent, for any director or partner.
- (c) The ownership, repair and maintenance and decoration of **Your Premises**.
- (d) Participation in exhibitions, trade fairs, conferences and the like.

Damage

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

Data

means facts concepts and/or information converted to a form useable in **Your** computer operations, for example **Business** and customer files and accounts, owned leased or rented by **You** or for which **You** are legally responsible

Employment Practices

means an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination (including harassment), failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation, infliction of emotional distress, or retaliation in respect of whistle blowing or of the exercise or attempted exercise of legally protected rights.

Employee

means:

- (a) a person under contract of service or apprenticeship with **You**;
- (b) a labour master or labour only sub-contractor or person supplied by any of them;
- (c) a self employed person;
- (d) a person hired to or borrowed by **You**;
- (e) a person undertaking study or work experience;
- (f) a person supplied to **You** under a contract or agreement, the terms of which deem such a person to be in **Your** employment;
- (g) a casual labourer or volunteer while working under **Your** control in connection with **Your Business**.

Endorsement(s)

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

Excess

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

Horse(s)

means any horse, pony, donkey, mule, ass or jennet.

Indemnify

means **We** will pay **You** for liabilities incurred under the terms of this **Policy** including damages, claimants' costs and expenses and **Legal Costs**. Indemnified shall have the same meaning.

Injury

means bodily injury, death, disease, illness, nervous shock or mental injury.

Legal Costs

means costs of **Your** legal representation at:

- (a) any Coroners Inquest or Fatal Accident Inquiry;
- (b) proceedings in any court arising out of any alleged breach of statutory duty; and
- (c) all other reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with **Our** consent. However, all office expenses of the **Business**, all expenses for **Employees** and general retainer fees normally paid by the employer are excluded.

Occurrence

means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **Injury** and/or **Damage to Property**.

All **Injury** or **Damage to Property** consequent upon or attributable to one source or originating cause shall be deemed to be one **Occurrence**. That is regardless of:

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



Period of Insurance

means the time for which insurance is in place as shown in the **Schedule**.

Policy

means the contract of insurance between **You** and **Us** and consists of this Equine Liability Insurance policy wording, the **Schedule** (including any schedules in substitution) and any **Endorsement(s)** attaching to the **Schedule**.

Pollutant

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

Pollution

means the actual or threatened discharge, seepage, migration of any **Pollutant**, pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or **Damage** or **Injury** caused by such pollution contamination.

Premises

means any place(s) leased rented or owned by **You** and used for the purposes of **Your Business** within the **Territorial Limits**.

Premium

means the amount **You** must pay **Us** for this insurance as specified in the **Schedule**.

Product

means any goods (including packaging, containers labels or instructions) that are:
(a) manufactured, sold, supplied or distributed; or
(b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product
by **You** or on **Your Behalf** in the course of **Your Business** and no longer in **Your** possession or under **Your** control.

Property

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

Schedule

means the schedule issued by **Us** and attaching to this **Policy** which specifies, amongst other matters, **Your** name, the **Business**, the cover limits, any additional cover included, the **Premium** and the **Period of Insurance**.

Territorial Limits

means:

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) elsewhere in the world (excluding Cuba, Iran and North Korea) whilst temporarily overseas in the course of **Your Business**



Terrorism

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

We/Us/Our

Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.
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You/Your/Yours

means:

- (a) the person, persons or corporate body named in the **Schedule**
 - (b) any associated or subsidiary companies notified to and accepted in writing by **Us**
 - (c) any director or **Employee** while acting for **You** or on **Your** behalf or in the course of their employment or engagement in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against the **Employee** had been made against **You**.
- Any persons in (a) to (c) above must be domiciled within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man only.

Your Broker

The insurance broker or intermediary who arranged this **Policy** on **Your** behalf.

Making a claim

Your Duties in the Event of a Claim or Potential Claim

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

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

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

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

You must at all times, in addition to **Your** obligations set out above, afford such information to and co-operation with **Us** or our appointed agents to allow **Us** to be able to comply with such relevant Practice Directions and Pre-action Protocols, Court Orders, as may be issued and approved from time to time by the Head of Civil Justice.

We shall be entitled (either before or after any payment is made by **Us** under this **Policy**) to take over at **Our** expense the absolute control and conduct of any negotiation, defence, proceeding or settlement of any claim in **Your** name and on **Your** behalf.

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

You shall keep adequate business records and shall give such information and assistance as **We** may reasonably require to substantiate a claim or deal with a third party claim.

Please direct all claims correspondence to:

KBIS Ltd

Cullimore House

Peasemore

Newbury

RG20 7JN

Telephone: 01635 247474 (this is a basic rate number)

E-mail: claims@kbis.co.uk

Discharge of Liability

If **You** refuse to consent to a settlement recommended by **Us** that can settle a claim ("potential settlement"), then **Our** liability for that claim shall not exceed the amount **We** would have been liable for as at the date of the potential settlement, subject to all applicable cover limits and **Excess** provisions of this **Policy**. In addition, **We** will relinquish control of

that claim and be under no further liability in respect of that claim except for **Legal Costs** for which **We** may be responsible up to the date of the potential settlement, unless the cover limit is inclusive of **Legal Costs**.

Our Right to Subrogate Against Third Parties

We may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**. If **We** make any payment under this **Policy** **We** will be entitled to all **Your** rights and remedies against any party and will be allowed to sue in **Your** name at **Our** own expense.

You must provide all information and documents and give to **Us** all such assistance as **We** may require to secure such rights and remedies. **You** must not do anything that may jeopardize or extinguish any rights against a third party or parties, and **You** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties. Any such recovery shall be applied in reimbursement in the following order:

(a) to the costs of securing the recovery;

(b) to the payment made by **Us**

(c) any **Excess** or other uninsured payment made by **You**

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

Fraudulent Claims

If **You** make a fraudulent claim under this **Policy**, **We**:

(a) are not liable to pay the claim; and

(b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and

(c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under clause (c) above:

(a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under **Your Policy** (such as the **Occurrence** of a loss, the making of a claim, or the notification of a potential claim); and

(b) **We** need not return any of the **Premiums** paid.

How much we will pay – Limit of indemnity

Your Duties in the Event of a Claim or Potential Claim

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

Limit of Liability

Our maximum liability under this **Policy** shall not exceed the cover limits specified in the **Schedule**:

- (a) against each Section in respect of any one **Occurrence**; and
- (b) in respect of all **Occurrences** during the **Period of Insurance** for Section A, Section B and Section C (separately for each Section)

This limit is the maximum amount payable by **Us** in respect of any one claim or series of claims arising from the same **Occurrence**, unless specified otherwise in the applicable **Policy** Section.

Each Section shall be subject to its own cover limit specified in the **Schedule**. Should the same **Occurrence** give rise to liability under more than one Section, the total amount of **Our** liability for all claims arising out of that one **Occurrence** under all such Sections combined shall not exceed the single greatest cover limit available under the Sections providing cover.

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

Excess

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

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

Cancellation

Cancelling this Policy

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

During the Cooling Off Period

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

- (a) the date **You** receive this insurance documentation; or
- (b) the start of the **Period of Insurance**

whichever is the later.

If **You** decide within the cooling off period that this **Policy** does not meet **Your** requirements, **You** may cancel this **Policy** and, provided **You** have not made a claim or intend to make a claim, **You** will receive a full refund of the **Premium** paid.

After the Cooling Off Period

If after the Cooling Off Period this **Policy** is cancelled by **You** or **Us**, provided **You** have not made a claim or intend to make a claim, **You** will be entitled to a refund of the **Premium** paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis, for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**.

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

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

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

Your responsibilities

Duty of Fair Presentation

In deciding to accept this **Policy** and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed, decline all claims and reclaim any amounts paid. **We** can also keep any **Premium** paid.

If **We** establish that **Your** breach of the duty of fair presentation was neither deliberate or reckless, it could still adversely affect **Your Policy** and any claim. For example, **We** may:

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

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

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

Licensing

You must hold the necessary license to carry out **Your Business**. For example:

- if **You** are operating as a racehorse trainer, **You** must hold a current license granted by the British Horseracing Authority (BHA)
- if **You** are operating as a riding establishment, **You** must hold a current license under the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations (2018) (PART 4 – Hiring out Horses) or Riding Establishments Act 1964 and 1970.

Notifying Us of any changes

You must notify **Your Broker** as soon as practicable if **You** become aware of any changes in the information **You** have provided to **Us**. This applies whether the change happens before or during any **Period of Insurance**.

If **You** become aware that the information **You** have given **Us** is inaccurate or there is any change in the information that may materially affect the risk insured, then **You** must inform **Your Broker** as soon as practicable in writing, by email or by telephone.

Changes to the information **You** have provided could result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your Policy** or cancelling **Your Policy**.

Section A – Employers' Liability

What is Covered

We will pay **You** for any damages, claimants' costs and expenses **You** incur for legal liability in respect of **Injury** sustained by any **Employee**. Such **Injury** must

(1) be arising out of and in the course of **Your Employee's** employment by **You** in **Your Business** and occur during the **Period of Insurance** and within

(a) the **Territorial Limits** of the **Policy**; or

(b) elsewhere in the world (excluding Cuba, Iran and North Korea) whilst **Your Employee** is temporarily overseas in the course of **Your Business** and where the **Injury** takes place; provided that (i) the **Employee's** contract of service of employment was entered into within either Great Britain, or Northern Ireland, the Isle of Man and the Channel Islands and (ii) that the action for damages is brought against **You** solely in a Court of Law in either Great Britain, or Northern Ireland, or the Isle of Man, or the Channel Islands.

(2) **We** will pay for any **Legal Costs** incurred in connection with any claim which is covered under (1) above, but only if **We** have first agreed in writing to these costs.

Limit of Liability

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

Rights of Recovery

The cover provided under this Section is deemed to be in accordance with such provision as any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but **You** shall repay to **Us** all sums paid by **Us**, which **We** would not have been liable to pay but for the provisions of such law.

What is Not Covered

This Section does not apply to or include any legal liability of whatsoever nature directly or directly caused by or:

(1) arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as provided for in "What is Covered". However, no cover shall be provided in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).

(2) incurred in circumstances where any road traffic legislation requires compulsory insurance or security

(3) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

(4) arising out of **Terrorism** other than to the extent that cover is deemed to be required in accordance with any law relating to compulsory insurance of employees, in which case a

sub-limit of £5,000,000 shall apply, inclusive of all damages, claimants' costs and expenses and **Legal Costs** payable in respect of any one claim or series of claims arising from the same Occurrence.

(5) arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than to the extent cover is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of **Employees**, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, claimants' costs and expenses and **Legal Costs** payable in respect of any one claim or series of claims against You arising from the same Occurrence.

(6) arising by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement.

(7) relating to **Employment Practices**

Section A – Coverage extensions

What is Covered

Section A is extended to include the following:-

Health and Safety at Work Legislation Extension

We agree to **Indemnify You** for:

- (a) costs and expenses incurred with **Our** written consent;
- (b) costs and expenses awarded against **You** or a director of **Yours** or an **Employee**; in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Health and Safety at Work etc Act 1974, or equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Provided always that **We** shall not be liable:

- (i) for any fines or penalties imposed upon **You**;
- (ii) for the **Excess**;
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** arising out of and in the course of their employment or engagement by **You** which remains unsatisfied in whole or in part six months after the date of such judgement, at **Your** request **We** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that: -

- (a) there is no appeal outstanding and the time for filing any such appeal has passed.
- (b) the judgement relates to **Injury** which would otherwise be covered by Section A of this **Policy**.
- (c) any payment made by **Us** shall be only in respect of liability for which **You** would have been entitled to cover under Section A of this **Policy** if the judgement had been made against **You**.
- (d) **We** shall be entitled to take over and prosecute for **our** own benefit any claim against any other person and **You**, the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required.

Section B – Public and Products Liability

What is Covered

(1) **We** will pay **You** for any damages and claimants' costs and expenses **You** incur for legal liability in respect of:

(a) **Injury** sustained by any person;

(b) **Damage to Property**

caused by **You** or in connection with **Your Business** and occurring during the **Period of Insurance** and within the **Territorial Limits** of the **Policy**.

(2) **We** will pay **You** for any damages and claimants' costs and expenses **You** incur for legal liability in respect of:

(a) **Injury** sustained by any person;

(b) **Damage to Property**

caused by and in respect of any **Product** initially sold or supplied by **You** or in connection with **Your Business** and occurring during the **Period of Insurance** and within the **Territorial Limits** of the **Policy**.

(3) **We** will pay for any **Legal Costs** incurred in connection with any event which is covered under (1) and (2) above, but only if **We** have first agreed in writing to these costs.

Limit of Liability

The most **We** will pay under **Policy** Section B, for damages, claimants' costs and expenses and **Legal Costs**, is specified on **Your Schedule**. This limit is the maximum amount payable by **Us** in respect of any one claim or series of claims arising from the same **Occurrence**, other than claims for **Pollution** contamination or in respect of **Products** where this limit is in respect of all **Occurrences** during the **Period of Insurance**.

What is Not Covered

This Section does not apply to or include any legal liability of whatsoever nature directly or indirectly caused by or arising out of:

- (1) **Injury** to any **Employee** arising out of and in the course of employment.
- (2) costs incurred in the repair, reconditioning or replacement of any **Product** or part which is alleged to be defective
- (3) the recall of any **Product** or part.
- (4) any **Product** which with **Your** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, drone, satellite, spacecraft, hovercraft or waterborne craft.
- (5) by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- (6) the ownership, possession or use by or on **Your** behalf, or any person or party entitled to cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where cover is provided by any motor insurance contract
 - (c) arising out of any motor vehicle or trailer temporarily in **Your** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- (7) the ownership, possession or use by **You** or on **Your** behalf of any aircraft, drone, unmanned aerial vehicle or any other aerial device, satellite or spacecraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- (8) **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in **Your** care, custody or control other than clothing and personal effects (including vehicles and their contents) of **Employees** and visitors
- (9) advice in respect of any **Product** given by **You** for a fee.

Section B – Coverage extensions (automatically included)

Section B is extended to include the following:-

Contingent Liability (Non-Owned Vehicles) Extension

Notwithstanding anything contained in “What is Not Covered” and “General Policy Exclusions” to the contrary **We** will **Indemnify You** under Section B against liability for **Damage to Property** or **Injury** arising out of the use of any motor vehicle not the property of or provided by **You** being used in connection with the **Business**.

Provided always that **We** shall not be liable for:

- (1) **Damage** to any such vehicle.
- (2) **Injury** or **Damage to Property** resulting while such vehicle is being:-
 - (a) driven by **You**
 - (b) driven with **Your** general consent or of **Your** representatives by any person who to **Your** knowledge or of such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a license
 - (c) used in circumstances in which it is compulsory for **You** to insure or provide security as a requirement of any road traffic legislation
 - (d) used elsewhere other than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover for Landowners Extension

Section B extends to **Indemnify** in like manner to **You** any landowner on whose land events or other activities organised by **You** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only.

Provided that such person shall as though they were **You**, be subject to the terms, conditions, limitations and exclusions of this **Policy**.

Data Protection Extension

We will pay **You** for any damages, claimants' costs and expenses and **Legal Costs You** incur for legal liability arising out of a personal data breach caused by **You** or in connection with **Your Business** and occurring during the **Period of Insurance** by virtue of:

- (1) material or non-material damage under Article 82 of the General Data Protection Regulation;

Or

- (2) Data Protection Act 2018 Sections 168 and 169;

Or

- (3) any other equivalent local legislation of substantially similar intent.

All claims arising out of the same originating cause shall for the purposes of this Extension be deemed to have been made against **You** when the first of such claims was received by **You**.

Irrespective of the number of parties and/or entities entitled to cover under this Extension or the number of claimants', **Our** liability for all amounts payable under this Extension shall not exceed the sub-limit of £250,000 for the **Period of Insurance**. Provided that **We** shall not be liable in respect of liability:

- (1) directly or indirectly caused by, or contributed to, or arising from, any personal data breach relating to any **Employee**;
- (2) for the cost of:
 - (a) replacing, reinstating, rectifying, or erasing, any personal data;
 - (b) notifying any person regarding loss of personal data.
- (3) for the payment of fines, penalties, liquidated, punitive damages, or exemplary damages;
- (4) arising out of any **Occurrence**, event or circumstances which originated prior to the inception date of this **Policy**;
- (5) for claims arising out of circumstances notified to previous insurers or known to **You** at inception of this **Policy**;
- (6) for the loss of **Data** other than personal data.

Defective Premises Extension

The cover provided under this Section shall extend to include liability attaching to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or equivalent legislation of the Channel Islands, or the Isle of Man, in respect of the disposal of any **Premises** which were occupied or owned by **You** in connection with the **Business**.

Provided that **We** shall not be liable for the cost of remedying any defect, or alleged defect, in such **Premises**.

Food Safety Act 1990

We will Indemnity **You** for:

- (1) costs and expenses incurred with **Our** written consent;
- (2) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 or similar legislation including equivalent legislation of the Channel Islands, or the Isle of Man, where the alleged offence occurs during the **Period of Insurance**, and where the circumstances of the alleged offence may be the subject of cover under this **Policy**.

Provided always that **We** shall not be liable:

- (a) for any fines or penalties imposed on **You**;
- (b) for the Self-Insured Retention;
- (c) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

Forestry Commission and/or Ministry of Defence Extension

Notwithstanding anything contained in "What is Not Covered", Section B extends to **Indemnify You** to the extent required under any agreement between **You** and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by **You** under the terms of the said agreement.

Provided that:

- (a) nothing contained in this Extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the cover limit for Section B.
- (b) all such persons or parties shall as though they were **You**, be subject to the terms, conditions, limitations and exclusions of this **Policy**.

Owners' Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any owner whilst their **Horse** is under **Your**

care, custody or control in respect of liability for which **You** would have been entitled to cover under this

Policy if the claim against any such owner had been made against **You**.

The indemnity granted under Section A shall only apply in respect of liability to any person who is **Your**

Employee.

Where any indemnity is provided to any owner, **We** will treat each owner and **You** as though a separate policy

had been issued to each party provided that nothing in this clause shall increase **our** liability to pay any amount in excess of the limit of indemnity stated in the **Schedule** for the section under which the claim is made.

Worldwide Transportation Extension

In respect of whichever of Sections B and C that are specified in the **Schedule** as "Included" and where **Your Business** includes activities which involve the transportation of **Horses** outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man ,

We will Indemnify You in respect of legal liability for **Injury** or loss of or **Damage** to **Property** happening anywhere in the world (excluding Cuba, Iran and North Korea) directly arising out of such transportation activities only.

Section B – Coverage extensions (not automatically included)

Included only if specified in the **Schedule** as “Included”.

Customers’ Cover Extension

Section B of this **Policy** extends to **Indemnify** in like manner to **You** any customer of **Yours** whilst using **Your** facilities or under **Your** instruction in respect of liability for which **You** would have been entitled to cover under this **Policy** if the claim against any such customer had been made against **You**.

Provided the customer shall, as though they were **You**, observe, fulfill and be subject to the terms, conditions, limitations and exclusions of this **Policy** as far as they can apply.

Instructors’ Liability Extension

Without being affected by “General Policy Exclusions – Participant to Participant”, and “Breach of Professional Duty”, **You** will be indemnified under Section B against liability in respect of **Injury** arising whilst clients/players/riders are under **Your** direct supervision and taking part in equestrian activities.

Provided that nothing contained in this Extension shall increase our liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the cover limit for Section B.

Members’ Cover Extension

Section B of this **Policy** extends to **Indemnify** any *Member* for **Injury** to any person or accidental loss of or **Damage** to **Property** happening during the **Period of Insurance** and arising whilst the *Member* is participating in the insured club, association or groups’ official activities.

Member to Member Extension

Section B of this **Policy** extends to **Indemnify** any *Member* in respect of liability, as provided for under the “Members’ Cover Extension” above, to another *Member* provided that nothing contained in this Extension shall increase **our** liability to pay any amount in respect of any claim in excess of the amount specified in the **Schedule** as the Limit of Liability for Section B.

For the purposes of both member extensions above, *Member* shall mean any member of the insured club, association or group from the time that the membership subscription is



accepted by the insured club, association or group until such time as the membership expires.

Personal Liability Extension

Section B of this **Policy** extends to **Indemnify**:-

(1) **You**

(2) any proprietor, partner, director or manager of **Yours**

(3) **Your** immediate family

(4) any **Employee**

(5) anyone else riding or handling **Horses** belonging to **You** or in **Your** care, custody or control with the express permission of persons specified in (1) and (2) above

in respect of a claim arising from **Injury** or loss of or **Damage** to **Property** occurring whilst such person is riding or handling anywhere in the world (excluding Cuba, Iran and North Korea), for personal pleasure purposes and not in connection with the **Business**, **Horses** belonging to **You** or in **Your** care, custody or control. However, excluding at all times **Injury** to the **Horses** being ridden or handled unless Section C (Care, Custody and Control Liability) is specified in the **Schedule** as "Included".

The most **We** will pay under this Personal Liability Extension shall not exceed the cover limit as specified in the **Schedule**.

Provided that **We** shall not be liable under this **Policy** if any other insurance is in force covering such liability.

Section C – Care, Custody and Control Liability

What is Covered

We will pay **You** for any damages **You** incur for legal liability in respect of any injury, illness or disease (fatal or non-fatal) to **Horses**, not owned (whether fully or partially) by **You**, but whilst in **Your** care, custody or control and occurring during the **Period of Insurance** and within the **Territorial Limits** of the **Policy**.

This includes any injury, illness or disease (fatal or non-fatal) caused by an **Employee** in connection with **Your Business**.

Limit of Liability

The most **We** will pay under **Policy** Section C, for damages, claimants' costs and expenses and **Legal Costs**, is specified on **Your Schedule**. There is a maximum amount payable by **Us** in respect of any single **Horse** claim, and there is a maximum amount payable during the **Period of Insurance** which applies regardless of whether it is from any one claim or series of claims arising from the same **Occurrence**.

What is Not Covered

This Section does not apply to or include any legal liability for:

- (1) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act by **You**
- (2) any indirect or consequential loss other than veterinary bills or the increased cost of keeping an injured or sick **Horse** for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the **Horse** shall not exceed any amount specified in the **Schedule** as the cover limit for Section C
- (3) injury to any mare occurring whilst:
 - (a) being covered by a stallion;
 - (b) in the vicinity of a stallion for the specific purpose of covering, whether or not covering actually takes place
 - (c) at stud and injury is directly attributable to the mare being in foal
- (4) injury, illness or disease arising out of the administration of any medication or treatment by **You** or any **Employee** unless under the direction of a qualified veterinarian.
- (5) injury, illness or disease to any **Horse** owned by **You** or **Your** family or any **Employee** or their family.
- (6) any death, injury, illness or disease arising out of confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, for example a government or public or local authority quarantine and/or restriction order.

General policy exclusions

EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS INCLUDING ANY EXTENSIONS

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

Communicable Diseases

any loss, **Damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*. For the purposes of this Exclusion, loss, **Damage**, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

(1) for a *Communicable Disease*; or

(2) any **Property** insured hereunder that is affected by such *Communicable Disease*.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from

any organism to another organism where:

(1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

(2) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

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

Deliberate Disregard

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

Nuclear Reaction, Radiation and Contamination Exclusion

(1) any nuclear reaction, nuclear radiation or radioactive contamination; and/or

(2) biological or chemical contamination.

PFAS

any claim for actual or alleged loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example.

For the purposes of this Exclusion, loss, liability, damage, compensation, **Injury**, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or

assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.

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

- (1) perfluorinated methyl group (-CF₃) or
- (2) perfluorinated methylene group (-CF₂-).

Terrorism

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

War and Civil War

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

EXCLUSIONS APPLICABLE TO POLICY SECTIONS B AND C ONLY

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

Abuse

- (1) the actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;
- (2) negligent or intentional **Employee** hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **You** whose conduct would be excluded by (1) above, or may have contributed to the injuries set forth in (1) above.

Advertising Injury

any **Advertising Injury**.

Asbestos and Dangerous Building Materials

loss, damage or liability due to:

- (1) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or
- (2) any component building material that must be removed, encapsulated, or otherwise abated controlled because its presence or release is a hazard to human health.

Breach of Professional Duty

loss, damage or liability due to a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Criminal or Malicious Acts

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

Cyber Incident

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

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

Fines, Penalties, or Punitive or Exemplary Damages

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

Medical Malpractice

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

For the purposes of this Exclusion, Medical Malpractice means:

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

Mould and Fungus

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

- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever;

- (b) any obligation or duty to defend any actions resulting from or in connection with any fungus of any kind whatsoever
- irrespective of the cause of any fungus of any kind whatsoever, whenever or wherever it occurs, and whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Participant-to-Participant

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

Penalty Clauses

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

Pollution Contamination

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

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

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

Prior Claims or Circumstances

any claims or circumstances known to **You** prior to the inception date of this **Policy** or which **You** ought to know by what would have been revealed by a reasonable search of information available to **You**.

General policy conditions

Compensation for Court Attendance

If at **Our** request **You** attend court as a witness in connection with a claim in respect of which **You** are entitled to cover under this **Policy**; **We** will provide compensation to **You** at the following rates:

- (a) in respect of any director or partner of **Yours**: GBP 500.00;
- (b) in respect of any other **Employee(s)**: GBP 250.00

for each day on which attendance is required.

Cross Liabilities

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

Estimated Turnover

Where the **Premium** is provisionally based on **Your** estimates, **You** shall keep accurate records and within 90 days of expiry of the **Period of Insurance** declare such particulars as **We** require. The **Premium** shall then be adjusted and any difference paid to **Us** or returned to **You** as the case may be subject to any minimum **Premium** that may apply. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as an **Employee** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess the further **Premium** payment due calculated on such estimated particulars.

Extending Cover to Others

The cover granted extends to:

- (a) **Your** managerial or supervisory **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner in respect of private work undertaken by any **Employee** for such director or partner with **Your** prior consent
- (b) the officers, committees and members of **Your** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such any person or firm for legal liabilities arising out of the performance of a contract with **You** constituting the provision of labour only
- (c) any principal for legal liabilities arising out of work carried out by **You** under a contract or agreement in respect of which **You** would have been entitled to cover under this **Policy** if the claim had been made against **You**
- (d) the personal representatives of any person or party indemnified by reason of this clause in respect of legal liability incurred by such person or party

Provided that such persons or parties shall as though they were **You**, be subject to the terms, conditions and exclusions of this **Policy**.

Other Insurance

If at any time of any claim(s) covered by this **Policy** there is or, but for the existence of the **Policy**, would be any other insurance covering the same liability, then the cover afforded by this **Policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **Policy** not been effected and subject to the cover limit.

Precautions and Reasonable Care

You have a duty to take all reasonable precautions:

- (a) for the safety of and to avoid, prevent or minimise any **Damage** to **Property**;
- (b) to avoid, prevent or minimise any **Injury** to others or **Damage** to their **Property** which might give rise to a claim under this **Policy**.

You shall also have a duty to:

- (a) comply with all statutory and other obligations and regulations imposed by an authority;
- (b) maintain the **Premises**, including stabling and fencing, in a satisfactory state of repair;
- (c) use and provide to any **Employee** or customer, appropriate personal protective equipment (PPE);
- (d) exercise reasonable care in the selection and supervision of **Employees** and in the employment of competent staff.

Rights of Third Parties

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

Sanctions Notice

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

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

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

Several Liability

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

Employers' Liability Tracing Office (ELTO) notice

If You have purchased cover under Section A and this Policy provides Employers' Liability cover, then certain information relating to it including:

- (a) the **Policy** number(s)
- (b) employer's names and addresses (including subsidiaries and any relevant changes of name)
- (c) coverage dates
- (d) (if relevant) the employer's reference numbers provided by His Majesty's Revenue and Customs

will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to the Employers' Liability Database (the "ELD").

It is understood by You that the above named information provided to **Us** will be processed by **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELD will be managed by the ELTO. The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to find the insurer that was providing Employers' Liability cover during their relevant period of employment and also to find the relevant Employers' Liability insurance policies.

Data protection notice

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

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

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

In summary:

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

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

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

- Medical records to validate a claim

We collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

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

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

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

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



If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact
Group Data Protection Officer
Canopus Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

Tel: + 44 20 7337 3700 (this is a basic rate number)
Email: privacy@canopus.com

Financial services compensation scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations to **You** under this insurance.

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

Complaints procedure

Our aim is to provide **You** with a high quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint. If **You** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

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

Step 1:

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

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



Step 2:

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

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

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

Step 3:

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

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

Website: www.financial-ombudsman.org.uk

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

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

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International +44 1534 748610

Facsimile: +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org



EQUINE COMBINED LIABILITY POLICY WORDING

If **You** live in the Isle of Man, the contact information is:
Financial Services Ombudsman Scheme
Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS

Tel: +44 (0) 1624 686500
Fax: +44 (0) 1624 686504
Email: ombudsman@iomoft.gov.im
Website: <https://www.gov.im/oft/ombudsman/>

SRG A Specialist Risk
Group Company

KBIS Limited is authorised and regulated by the Financial Conduct Authority (FRN:300861). Registered Address: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Registered in England and Wales. (Company No. 02208091).
KBIS Limited is part of the Specialist Risk Group.

KBIS
Cullimore House
Peasemore
Newbury
RG20 7JN

kbis.co.uk

Client Agreement - How we are regulated

KBIS Limited, trading as KBIS British Equestrian Insurance, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB . Telephone 0345 230 2323, Fax 01635 785111, Email ask@kbis.co.uk.

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Our Financial Services Register number is 300861 and you can check our status and permissions at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies.

Our Service

We are an intermediary and act as agent of insurer. We have in place management controls to deal with any conflicts of interest that might arise.

We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section).

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with information only, you will need to make your own choice as we will not provide you with any advice or specific recommendations.

In all cases our service will include arranging and administering your insurance, including helping you with on-going changes.

If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer.

Our Product Selection (Single Insurer)

We only offer this product from one insurer and so do not approach other providers.

Claims Notification

In the event of a claim or possible claim, you must make notification as per your policy wording. Your policy wording will be provided to you with your policy and is also available from our website at <https://www.kbis.co.uk/>. If you are in any doubt as to whether you need to make notification of a claim or possible claim or you are unsure of the requirements of your policy wording please contact KBIS British Equestrian Insurance by calling 0345 230 2323, by emailing ask@kbis.co.uk or write to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN. You can also get in touch by phone, email or post to request a copy of your policy wording.

Failure to comply with all claims notification requirements stipulated in the full policy wording may invalidate your insurance.

Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:

A risk transfer insurer bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

By holding your money in this way it means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

Our Remuneration

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. Our preferred provider of premium finance is Premium Credit Limited and this is the only provider we will approach. However, whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider and insurer's own credit facilities may be available to you. We may also receive a commission or fee for passing introductions to other professional firms.

On request we will be pleased to provide information about any remuneration and other earnings received by us in the handling of your insurances. In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at outset. We may also charge a fee for any amendment to your insurance policy including cancellation.

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

Complaints

Our aim is always to provide our customers with a first-class service; however we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone **0345 230 2323**, or write to **Elizabeth Prest, KBIS Limited, Cullimore House, Peasmore, Newbury, Berkshire, RG20 7JN** or email ask@kbis.co.uk.

If we are unable to resolve the issue to your satisfaction within 3 working days, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. www.financial-ombudsman.org.uk

A full copy of our complaints procedure is available on request.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent

Data Protection

This is a summary of how we use relevant information about you to arrange and administer your insurance. This information includes details such as your name, address and contact details and other information that we collect about you in connection with arranging and administering your insurance. This information may also include more sensitive details such as information about your health and any criminal convictions you may have and other sensitive information. Our full privacy statement can be found on our website www.srinsurancesolutions.co.uk, or can be provided on request. You should review our privacy statement to ensure that you understand how we use data and your rights in respect of that data.

We will process any personal information we obtain in the course of providing our services in accordance with Data Protection Law and we have policies and procedures in place to protect and manage that information. We treat all information provided by our clients as private and confidential and we will always work to ensure that personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may require us to enter into other written agreements with you to enable us to comply with Data Protection Law.

Personal data that we collect will only be disclosed in the normal course of arranging and administering your insurance. We will however need to use and disclose information provided by our clients which may include personal and sensitive personal data in order to obtain insurance quotations and in the course of arranging, placing or administering insurance. This may involve passing information on to insurer(s), other intermediaries and other product or service providers which supply us with business and compliance support in relation to such insurance. We may also need to pass such information on to industry regulators, auditors or in the event that the information is requested by a court of competent jurisdiction. The use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers

and reinsurers is further explained in The Lloyd's and London Insurance Market Core Information Notice. Our core uses and disclosures are consistent with this notice and we recommend that you review this document which can be accessed via the link in our privacy notice.

Depending on the circumstances or nature of the insurance we may need to transfer personal data out of the jurisdiction of the European Economic Area. If this is necessary we will always ensure that your data is protected as required by Data Protection Law.

We may use your data for research, statistical analysis and crime prevention including the investigation of fraud. Sometimes we will also contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will only do this however in accordance with our obligations under Data Protection Law.

In some circumstances, we will need to pass information about you on to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular where you have requested a premium instalment plan. This may include details of your payment record to us.

Where using personal data relies on your consent, we will obtain that consent or ensure that the consent is obtained from you in accordance with Data Protection Law. Where this is the case, you will be entitled to withdraw that consent. That may mean however that we are unable to arrange, place or administer your insurance properly.

In some cases you will have the right to ask us to stop using your personal data, to tell us that you no longer want to receive information from us, to ask us to correct information we have about you or to ask us for the information we hold about you. Full details of your rights under Data Protection Law and how to enforce those rights are set out in our privacy statement on our website.

If at any time you want us, or any company associated with us, to cease processing any personal data or sensitive personal data we hold about you, or to cease contacting you about products and services, you should write to our Compliance Officer.

"Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.

Duty of disclosure

Unless you are a Consumer (that is, any natural person who is acting for purposes which are outside his trade or profession), you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made.

If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurer's response will depend upon what would have happened if you had complied with your obligations:

a) if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;

b) if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;

c) if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. It is your responsibility to make sure that the information to be submitted to the insurer is presented in a way that the insurer will find reasonably clear and accessible. Where a large amount of information is provided you will need to ensure that it is organised in a structured way with appropriate indexing and signposting to enable the insurer to navigate to what is important.

Where you are a Consumer, you must take care to answer all questions fully and accurately. In other words, all information provided to the insurer must be complete and accurate and all questions must be answered honestly and to the best of your knowledge. Failure to provide accurate and up to date information may invalidate the insurance policy and mean that a claim may not be paid. A failure to comply with a request to confirm or clarify information previously provided is also capable of being a misrepresentation and could invalidate the insurance policy. Once an insurance policy has been arranged and has incepted, any changes to the information that has been provided to insurers must be notified as soon as possible as the insurance policy may include a requirement to do so and failure to notify such information may invalidate the insurance policy.

Bullying and Harassment of KBIS Limited Employees

We appreciate that dealing with insurance in general and making a claim in particular can be a very stressful experience. Our aim is to make sure we have highly trained staff who understand these concerns and work very hard to provide the best possible service. We realise that insurance claims can be complex and may require information to be supplied by several parties (e.g. vets, riders and livery yard owners etc.) and whilst KBIS Ltd will assist, it is the responsibility of the policy holder to arrange and collate the required documentation.

If the policy holder becomes rude or abusive over the phone or attempts to bully or harass our staff, it is very unpleasant for the member of staff who is just trying to do their job to the best of their ability. It is also extremely unproductive. When this happens the following procedure will be enforced:

1. Our member of staff will calmly point out the situation and ask the policy holder to stop being rude or abusive.
2. If the policy holder continues to be rude or abusive to our staff they will not continue the conversation and offer to pass the policy holder on to a Manager or request that they call back after a cooling off period.
3. Following the cooling off period, we will resume communication with the policy holder.
4. If the policy holder continues to be rude or abusive to our staff we will decline all direct phone communication with the policy holder and require that all further communication is either carried out by a representative of the policy holder or by email.

Before we decline all further direct phone communication we will give the policy holder the option to speak to a senior Director of the company. It may be necessary for the Director to call back at a later time. This procedure does not affect the policy holder's right to make a complaint against us or to take that complaint to the Financial Ombudsmen Service.

Third Party (Rights Against Insurers) Act 2010

Where an insured becomes insolvent and has incurred a liability to a third party, the third party may be entitled under the Third Party (Rights Against Insurers) Act 2010 ('the Act') to make a claim against the relevant insurer directly. Pursuant to this right the third party will be entitled under the Act to obtain policy information from any party it believes holds that information. That party has twenty-eight days in which to comply with the request for information. Where we receive a request under the terms of the Act we will

contact you and discuss the request before releasing any information. If we are unable to make contact with you we will not be in breach of our duty of confidentiality to you by releasing information in response to such request, even where it transpires that you are not insolvent, nor have you incurred a liability to the third party, provided we have made reasonable efforts to establish the facts.

Privacy Notice

**DIFFICULT.
DONE WELL.**

Specialist Risk Group Privacy Notice

Specialist Risk Group ("SRG") takes your privacy seriously and understands that you care about how your personal information is used and shared. We will only collect and use your personal information in accordance with the terms of this notice and in a manner that is consistent with our obligations and your rights under the law.

This Privacy Notice explains the types of personal information we collect and how we use, disclose and protect that information

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What does this privacy notice apply to?

This Privacy Notice applies to personal information collected by companies within the Specialist Risk Group (“SRG”) in connection with the services and products they offer. This includes information collected offline through our various offices in the UK, our direct marketing campaigns and online through our websites, applications and branded pages on third party platforms.

This privacy notice is hereby incorporated into and forms part of our general terms of trade and the terms and conditions of use of any applicable SRG website. SRG comprises the following companies:

- Miles Smith Limited
- Miles Smith Broking Limited
- Miles Smith International Limited
- Core Underwriting Limited
- The Underwriting Exchange Limited
- The Underwriting Exchange (Ireland) Limited
- Specialist Risk Insurance Solutions Limited
- David Codling and Associates Limited
- Specialist Risk International Limited
- Lupton Del Principe Associates Limited
- GB Underwriting Limited
- KBIS Limited
- AUA Insolvency Risk Services Limited
- MX Underwriting Limited
- Emrose (Insurance Brokers) Limited
- Blackrock Insurance Solutions Limited

Our websites may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

Your rights

As a data subject, you have the following rights under Data Protection Law (the applicable law and regulation relating to the processing of personal data) which this notice and our internal policies are designed to facilitate:

1. The right to be informed about our collection and use of your personal data;
2. The right to request a copy of the personal data we hold about you (see **How you can access your information and correction**);
3. The right to have any personal data we hold about you that is inaccurate or incomplete rectified;
4. The right to ask us to delete any personal data we hold about you
5. The right to restrict the processing of your personal data;
6. The right to obtain a copy of your personal data and to transfer it to another organisation;
7. The right to object to us using your personal data for particular purposes; and
8. Rights with respect to automated decision making and profiling.

If you have any questions, comments or concerns about our use of your personal data, or you wish to exercise any of the rights listed above, please contact us using the details provided (see **Contacting us**).

If you are dissatisfied with our response you have the right to make a complaint to the UK’s supervisory authority, the Information Commissioner’s Office (see **Your right to complain to the ICO**).

What information do we collect?

In this privacy notice, your “personal information” means information that could allow you to be identified. In order for us to provide insurance quotes, insurance policies, and/or deal with any claims and for crime prevention, we need to collect and process personal data about you. The types of personal data that are processed may include:

Information you give us directly:

| Types of personal data | Details |
|--|---|
| Individual details | Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to you |
| Identification details | Identification numbers issued by government bodies or agencies, including your national insurance number, passport number, tax identification number and driving licence number |
| Financial information | Bank account or payment card details, income or other financial information |
| Risk details | Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, criminal convictions, or other special categories of personal data. For certain types of policy, this could also include telematics data |
| Policy information | Information about the quotes you receive and policies you take out |
| Credit and anti-fraud data | Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you |
| Previous and current claims | Information about previous and current claims, (including other unrelated insurances), which may include data relating to your health, criminal convictions, or other special categories of personal data and in some cases, surveillance reports |
| Special categories of personal data | Certain categories of personal data which have additional protection under the GDPR. The categories are health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation |

Information collected automatically when you use the SRG websites

We (and third-party service providers acting on our behalf) use cookies and other tools (such as web analytic tools and pixel tags) to automatically collect information about you when you use SRG sites, subject to the terms of this Privacy Notice and applicable data laws and regulations. The types of information collected automatically may include:

- information about the type of browser you use
- details of the web pages you have viewed
- your IP address
- the hyperlinks you have clicked
- your user name, profile picture, gender, networks and any other information you choose to share when using Third Party Sites (such as when you use the “Like” functionality on Facebook or the +1 functionality on Google+)
- the websites you visited before arriving at a SRG site

How do we use your information?

Our use of your personal information will always have a lawful basis, either because it is necessary for our performance of a contract with or arranged for you, because you have consented to our use of your personal data or because it is in our legitimate interests. We set out below the purposes we and other insurance market participants (see **Who do we share your personal information with?**) might use your personal data for.

Purposes

| | |
|-----------------------------|---|
| Quotation/Inception: | <ul style="list-style-type: none">• Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks• Evaluating the risks to be covered and matching to appropriate policy/premium• Payment of premium where the insured/policyholder is an individual |
|-----------------------------|---|

| | |
|--|--|
| Policy administration: | <ul style="list-style-type: none"> • Client care, including communicating with you and sending you updates • Payments to and from individuals |
| Claims Processing: | <ul style="list-style-type: none"> • Managing insurance and reinsurance claims • Defending or prosecuting legal claims • Investigation or prosecuting fraud |
| Renewals: | <ul style="list-style-type: none"> • Contacting the insured/policyholder to renew the insurance policy • Evaluating the risks to be covered and matching to appropriate policy/premium • Payment of premium where the insured/policyholder is an individual |
| Other purposes outside of the insurance lifecycle but necessary for the provision of insurance throughout the insurance lifecycle period: | <ul style="list-style-type: none"> • Complying with our legal or regulatory obligations • General risk modelling • Transferring books of business, company sales and reorganisations |
| Marketing: | <ul style="list-style-type: none"> • Sending you information about other SRG products and services we think may be of interest to you • Sending you risk management information that we think will help you to identify and mitigate the risks in your business |

For a more detailed explanation of how we will use your personal data for marketing purposes see **The use of your personal information for marketing purposes**. For details of how we use special categories of personal data see **The use of special categories of personal information**.

The use of your personal information for marketing purposes

When you become a customer, we will on occasion use your name and email address to send you information about other SRG products and services that we think you may be of interest to you. We will also send you risk management information that we think will help you manage and mitigate the risks in your business and minimise their financial impact. Your information will only be used by companies within SRG for this purpose and will not be shared with third parties. See **What does this privacy notice apply to?** for a list of the companies within SRG.

Your right to object

You have the right to object to our use of your personal details for direct marketing purposes whereupon we will cease such activity immediately. If you wish SRG to stop sending you marketing material you can contact us by telephone (9am - 5pm, Mon - Fri), email or via our website.

- Email: kbenneworth@specialistrisk.com
- Telephone: 020 7977 4800
- Website: www.specialistrisk.com

You can also unsubscribe from our mailings by clicking on the link in one of our electronic messages. All our electronic marketing communications will include the option to unsubscribe.

The legal basis for using your personal details for direct marketing

We are permitted to process your information to send you marketing material where we have a legitimate business purpose. When we process information for our legitimate interest we make sure to consider and balance any potential impact on you and your rights under data protection laws. We will not use your personal information for activities where our interests are overridden by yours, unless we have your consent or are otherwise required or permitted by law.

SRG has undertaken a review of its marketing activities and considered its impact on its customers. It has concluded that it is reasonable to assume that its customers would expect SRG to promote its services and products to them, provided such customers have not indicated that they do not want to receive such material. In addition, SRG believes that its customers find this information useful in managing their risk exposures, and that in the context of its professional and commercial relationship with its customers, SRG's marketing activity represents a minimal intrusion into the customer's privacy and there is no other unreasonable impact on the customer. Furthermore, SRG will provide its customers with the opportunity to unsubscribe from receiving marketing material in every marketing communication they receive.

SRG may also send marketing information to prospective clients who have used our services in the past or whose contact details have been provided to SRG by existing clients or other third-party introducers. Following a review of this activity, SRG has concluded that the use of this personal information is within the reasonable expectation of the recipients and that the impact on the prospective customer's privacy is minimal. The limited nature and frequency of such communications ensure that such activity does not become intrusive.

For these reasons, SRG has decided to base its use of personal information for marketing purposes on the ground that it has a legitimate interest in providing its clients with such material.

Marketing to individuals

The Privacy and Electronic Communications Regulation (PECR) requires that electronic marketing communications are not sent to Individuals unless they have consented to receive such material. An Individual is defined as a natural person, a sole trader or an unlimited partnership. It does not apply to corporate entities even where an email address includes personal information.

SRG utilises the "soft opt-in" process available under PECR to obtain this consent. This means organisations can send marketing texts or emails if:

1. they have obtained the customers contact details in the course of a sale (or negotiations for a sale) of a product or service to that person;
2. they are only marketing their own similar products or services; and
3. they gave the individual the opportunity to refuse or opt out of the marketing, both when first collecting the details and in every message after that.

SRG gives its customers the opportunity to decline receiving marketing material when it first collects the customers contact details, whether the prospective sale is conducted by telephone, online or by email, and the option to unsubscribe is also included in all subsequent marketing communications.

Where you purchase insurance through SRG via our call centre or online we will ask for your consent to send you marketing communications.

The use of special categories of personal information

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data (e.g. health information) or information relating to criminal convictions and offences. Where this is required we will only process this information if it is required for an insurance purpose, such as advising, arranging, underwriting, handling a claim or exercising a right or complying with an obligation under, an insurance contract. We will ensure that the processing of the special category data is necessary and proportionate for that purpose.

In certain circumstances we may need your consent to process such information. Where we need your consent, we will ask for it separately and you do not need to give your consent and may withdraw it at any time. However, if you do not give your consent, this may affect our ability to arrange and administer the insurance cover from which you benefit and may prevent us from arranging cover for you or handling your claims.

Retention of your personal information

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either you or we may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

Transferring your personal information

We may need to transfer your data to insurance market participants or their affiliates or sub-contractors which are located outside of the European Economic Area (EEA). Those transfers would always be made in compliance with Data Protection Law. You are deemed to accept and agree to this by using our site and/or our offline services and submitting information to us.

Safeguarding your personal information

We take all reasonable precautions to keep your personal information secure and require any third parties that handle or process your personal information for us to do the same. We operate an ongoing third-party assurance program which monitors, audits and evaluates such parties and ensures they meet our strict security requirements.

Access to your personal information is restricted to prevent unauthorised access, modification or misuse and is only permitted among our employees and agents on a need-to-know basis. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect offline and online.

Who do we share your personal information with?

In order for us to provide insurance quotes, arrange insurance policies, and/or deal with any claims or complaints, we need to collect and process personal data about you and to share this information with third parties such as other insurance intermediaries, insurers, reinsurers and loss adjusters. We may also disclose personal data for these purposes to our service providers, contractors, agents and group companies that perform activities on our behalf.

As explained, insurance involves the use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers and reinsurers. The Lloyd's and London Insurance Market [Core Uses Information Notice](#) sets out those core necessary personal data uses and disclosures. Our core uses and disclosures are consistent with the Lloyd's and London Market Core Uses Information Notice. We recommend you review this notice.

In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example, where we are involved in legal proceedings, where we are complying with legal obligations, a court order, or a governmental authority.

Where you have been referred to SRG by a third party we may pay them a commission. To enable the third party to reconcile the commission payments it is due we may also share your personal information with them for this purpose. We will not provide them with any personal information they do not already possess as part of their existing business relationship with you, other than the month of a policy inception or renewal giving rise to a commission payment. SRG has determined that this processing is necessary for the performance of its legitimate business interests and is within the reasonable expectation of the referred commercial clients. It has also undertaken an assessment of the impact of such processing on your privacy and has concluded that such impact is minimal. If you have any concerns about the processing of your personal information for this purpose, please contact our Data Protection Officer by using the contact details in [Contacting us](#).

Information obtained during the course of negotiating a claims settlement on behalf of a client may be used in the negotiation of a claim with the same insurer for another SRG client or clients. The information will only be shared with the common insurer and enables us to provide a more effective claims handling service to our clients without compromising the confidentiality of client information. SRG has determined that this processing is necessary for the performance of its legitimate business interests.

What happens if our business changes hands?

We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of our business. Any personal data that you have provided will, where it is relevant to any part of our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the

terms of this Privacy Notice, be permitted to use that data only for the same purposes for which it was originally collected by Us.

How you can access your information and correction

You have the right to ask for a copy of any of your personal data held by us. No fee is payable, and we will provide any and all information in response to your request free of charge. We may charge a reasonable fee when a request is manifestly unfounded or excessive, particularly if it is repetitive. Please contact us using the contact details in **Contacting us.**

We want to make sure that your personal information is accurate and up to date. You can ask us to correct or remove information you think is inaccurate.

Contacting us

Please contact us if you have any questions about this notice or the information we hold on you:

- By email: kbenneworth@specialistrisk.com
- By telephone: 020 7977 4800
- Or write to us at: Data Protection Officer, Specialist Risk Group Limited, 2nd Floor, 1 Great Tower St, Billingsgate, London EC3R 5AA.

Your right to complain to the ICO

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights under Data Protection Law, or if you think that we have breached Data Protection Law, then you have the right to complain to the ICO. The contact details of the ICO are set out below:

- Information Commissioners Office
Wycliffe House, Water Lane
Wilmslow, Cheshire
SK9 5AF
- Tel: 0303 123 1113 (local rate) or 01625 545 745
- Email: casework@ico.org.uk

Changes to our Privacy Notice

We may change this Privacy Notice from time to time. Any changes will be immediately posted on the SRG sites. We will give you reasonable notice of any material change. We encourage you to visit frequently to stay informed about how we use your personal information

**DIFFICULT.
DONE WELL.**






specialistrisk.com

Policyholder Discounts Card



As a KBIS Policyholder, you can benefit from exclusive discounts with our carefully selected partners.

We have teamed up with five brands, each chosen for the products they provide, offering you a range of brilliant savings.

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|---|----------------------------|-----------|--|---|
|  | Haygain | 5% | Committed to improving equine health through research and innovation in respiratory and digestive health issue. Haygain hay steamers are the only scientifically proven method for purifying hay and you can receive a 5% discount on the purchase of any hay steamer model or the forage slow feeder. | Code: KBISHG haygain.co.uk |
|  | Treehouse Sporting Colours | 10% | Treehouse are well known for sourcing innovative new products along with the world’s most trusted brands. Specialists in equestrian safety wear, you can benefit from a 10% discount across their full range of products. | Code: KBIS2023 treehouseonline.co.uk |
|  | Wychanger Barton Saddlery | 15% | One of the UK’s leading equestrian retailers, you can benefit from 15% off their product range including top brands such as Ariat, Bucas, NAF and Mark Todd. | Code: KBIS15 wychanger.com |
|  | Westgate Labs | 10% | Quick, easy to use worm count and testing service to help horse owners manage the parasite control of their horses, targeting drugs to slow wormer resistance. Includes expert veterinary approved advice. KBIS customers have access to 10% off across their range of products. | Code: KBISWL10 westgatelabs.co.uk |
|  | animalife | £25 EXTRA | New customers can now get £25 extra when you spend over £50 with Animalife. Purchase over £50 worth of products from www.animalife.co.uk and you will get £25 of loyalty reward points to redeem off your future purchases. Simply create an account, log in, and the loyalty points will be credited to your account within 7 days of purchase. | Code: KBIS animalife.co.uk |

How to Claim your Discount

 **Online:** enter your discount code at checkout  **Phone:** quote the relevant discount code over the phone

   **0345 230 2323 | www.kbis.co.uk**

Terms & Conditions: Discounts are valid on full priced items only. If an item is already in a sale or discounted your discount will not be applied. Discounts are for the policyholder only and codes should not be passed on to third parties. If you cancel your policy at any point your discount code becomes invalid. Offers are valid until 31/12/2023.

KBIS Ltd is authorised and regulated by the Financial Conduct Authority (300861)