

BRITISH DRIVING SOCIETY MEMBERS LIABILITY INSURANCE

WORDING

Scheme Administrator

As a Member of The British Driving Society, **you** receive The British Driving Society's Public Liability Insurance for members. This document gives **you** details about the cover **you** have. This cover is part of a Master Policy and the scheme is administered on behalf of The British Driving Society by KBIS British Equestrian Insurance (KBIS).

If **you** have any queries relating to this Members' Summary or would like details about the Master Policy please contact:

KBIS British Equestrian Insurance
Cullimore House,
Peasemore, Newbury, Berkshire, RG20 7JN

Telephone: 01635 247474
Fax: 01635 247474
E-mail: liability@kbis.co.uk

Policy Information

Not forming part of this Insurance policy.

This Master Policy has been prepared in accordance with the instructions of the **Master Policy Holder**. Please read this Members' Summary carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. KBIS should be contacted immediately if **you** have any queries.

This Members' Summary consists of:

- **Definitions** which define particular words and expressions that apply;
- The **Policy Cover** section which gives precise details of the cover being provided;
- The **Policy Exclusions**, **Claims Conditions** and **General Conditions** of cover applying to the whole of this Master Policy;
- The **Further Information** section which provides details of what to do should **you** not be entirely satisfied with the service **you** have been provided and has details of notices **we** must provide.

You should immediately notify **us** via KBIS of any changes which may affect the insurance provided by this Master Policy**.**

Alterations in the cover required after issue of the Master Policy will be confirmed by separate Certificate(s) and/or Endorsement(s) which **you** should keep. **You** should refer to these Certificates and/or Endorsement(s) and this Members' Summary to ascertain precise details of cover currently in force.

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Definitions

These definitions are applicable to the whole Master Policy and Members' Summary wherever these words appear in **bold.**

Backstepper An individual riding on the back of the carriage to maintain the stability of the carriage, who also assists with **horse** and carriage as necessary during a competition or drive out.

Member

a. any **Member** of the British Driving Society:

(i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or.

(ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.

who has paid their membership subscription to the association and is covered under this Master Policy.

b. if required by Law, the parent or guardian of the **Member**.

c. in the event of the death of the **Member**, the personal representatives of the **Member** in respect of liability incurred by the **Member**.

d. any person normally domiciled outside the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised by or recognised by The British Driving Society Ltd from the time of arrival at the site of the competition until the time of departure from the site only.

Provided that any person acts as though they were the insured **Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Horse

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

Horse groom

Any person:

a. undertaking equine grooming services where the grooming services provided are not the occupation of such a person; and

b. who is not a **professional groom.**

Injury

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

Legal costs

1. costs of legal representation at

   a. any Coroner's Inquest or Fatal Accident Inquiry;

   b. proceedings in any court arising out of any alleged breach of statutory duty.

2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent.

Limit of liability

The most **we** will pay per **occurrence**.

Master Policy Holder

The British Driving Society

Occurrence

An incident or event which unexpectedly or unintentionally results in **injury** or **property** damage.

All **injury** or **property** damage resulting from or due to one source or originating cause will be treated as one **occurrence**. That is regardless of:

- the period of time after the start of the **period of insurance;**

or

- the number of persons or organisations who sustain **injury** or **property** damage.

Period of insurance

Means the time for which this insurance is in place.

This starts from the beginning of **your** membership in 2025 or **your** membership renewal date in 2025 and ends on 1st January 2026.

Person employed

1. a person under contract of service or apprenticeship with **you**;

2. a labour master or labour only sub-contractor or person supplied by any of them;

3. a self-employed person;

4. a person hired to or borrowed by **you**;

5. a person undertaking study or work experience with **you**;

6. a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment.

7. a casual labourer or volunteer

Professional Groom

Any person undertaking equine grooming services where the grooming

services provided are the occupation of such a person.

Property

Material property. For the purposes of this Master Policy electronic data is not property.

Territorial Limits

a. If you are domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of His Majesty's Forces Overseas then you are covered anywhere in the world (excluding Cuba, Iran and North Korea).

b. If you are not domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of His Majesty's Forces Overseas then you are only covered when you are temporarily visiting these territories

We/us/our

Means Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Floor 29, 22 Bishopsgate,London, EC2N4BQ.Registered in England no. 01514453.

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847

You/Your

Any **Member** who has paid their subscription to The British Driving Society

Making a Claim

If any **occurrence** arises which could result in a claim, **you** must contact **us** as soon as possible.

The **occurrence** should be reported to the Scheme Administrator at:

KBIS British Equestrian Insurance
Cullimore House, Peasemore, Newbury, Berkshire,
RG20 7JN

Telephone: 01635 247474
Fax: 01635 247474
E-mail: liability@kbis.co.uk

If **you** are unsure if an **occurrence** should be reported, please report to **us** and advice can be given.

Notification should include:
a. how, when and where the **occurrence** took place;
b. the names and addresses of any injured persons and where possible the name and address of any witnesses; and
c. the nature and location of any **injury** or details of the **property** damage.

You must also give all additional information **we** may require and co-operate with **us** or **our** appointed agents during each stage of any claim.

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

You must forward to **us** as soon as possible every third party claim, Letter of Claim or any other written notification of a claim or correspondence about a claim.

For details of **our** rights and **your** rights once a claim has been made, please see the Claims Conditions section.

Limit of Liability and Excess

Limit of Liability	£5,000,000 per **occurrence**. Please note this has been increased to **£10,000,000** by an excess of loss policy with JRP Insurance Management Limited on behalf of Great Lakes Insurance UK Ltd, which follows the same wording as this Members' Summary and the Master Policy. If **you** would like to know more about the excess of loss policy, please contact KBIS.
Excess	£500 per **occurrence** in respect of third party **property** damage. There is no excess payable for an **injury** claim.

The **limit of liability** and **excess** remain the same, regardless of:

a. the number of **Members** or parties or entities entitled to cover;
b. the number of claimants;

The amount **we** are liable to pay under this Master Policy including all Extensions and **legal costs** and expenses in respect of any one **occurrence** will not exceed the **limit of liability** stated above.

Policy Cover

The cover under this Master Policy Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the **period of insurance** and notified to **us** in accordance with the terms and conditions given in this Members' Summary.

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, **our** liability will only apply as excess of, and not as contributory with, such other insurance.

Cover under this Master Policy is subject to the terms, exclusions, conditions, endorsements, and **limit of liability** of this Master Policy and Members' Summary.

Members

We will cover **Members:**

1. against legal liability for damages and claimant's costs and expenses in respect of:

   a. accidental **injury** sustained by a person;
   b. accidental damage to **property**;

happening during the **period of insurance** within the **territorial limits**, and as a result of**:**

(i) a **Member** participating in **horse** related activities; or
(ii) a **Member's** use and/or ownership and/or control of a **horse** or **horse** drawn vehicle.

2. in respect of **legal costs** incurred with **our** written consent in connection with any **occurrence** which is or may be the subject of cover under 1 above.

Extensions to Cover

These extensions are automatically included under the cover for a **Member**.

This is not additional cover. These extensions are here to extend the original cover within this section in certain circumstances to either an 'Authorised User', '**Horse Groom'** or '**Backstepper** and Helper'.

These extensions are always subject to the Non-Contribution Clause within the General Conditions. Any person **we** cover under these extensions:

1. will be covered as if they were a **Member**.
2. must have been involved in an **occurrence** that would have been covered under this Section 2 if it had involved the **Member** instead.
3. must abide by all the terms, exclusions, conditions, Endorsements and limits of this Master Policy and explained in this Members' Summary.

Please read the relevant extension in full to see when cover is extended.

1. Horse Grooms

This Master Policy will also cover any **horse groom** working for a **Member** for legal liability arising out of the **horse groom's** work whilst unmounted only.

This extension does not apply to:

1. a professional groom; or
2. a **horse groom** whilst riding or driving a **Member's horse**.

2. Backsteppers and Crew

This Master Policy will also cover any **backstepper** or other unmounted **crew** whilst a **Member** is attending any British Driving Society Event for the purpose of competing.

This extension does not apply to

1. a **professional groom.**

Policy Exclusions

Exclusions are the events, liabilities or **property we** do not cover under this Master policy. There are additional exclusions within Section 1 of this Members' Summary.

We will not cover **you** in respect of any claim, costs or expenses of any nature:

You and Family Members

For **injury** to **you** or any member of **your** family or household.

Injury Sustained by Person Employed

For **injury** sustained by any **person employed**, arising out of and in the course of employment by **you.**

Pollution Contamination

Due to any pollution, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

However, this exclusion does not apply if **you** can demonstrate that such **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**; and

b. was not the direct result of **your** failure to take reasonable precautions to prevent such pollution.

All such pollution which arises out of one incident will be considered for the purposes of this Master Policy to have occurred at the time such incident takes place.

Our total liability to pay damages (including claimants' costs, fees and expenses) under this clause will not exceed the **limit of liability**.

For the purpose of this exclusion, "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 damage to **property** owned by others or **injury** sustained by a person caused by such pollution contamination.

For the purpose of this exclusion "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Vehicles

Due to the ownership, possession or use under **your** control of:

1. any mechanically propelled device, vehicle, or attached trailer.
   However, this exclusion does not apply if:
   a. compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation; and
   b. **you** are not entitled to cover under any other insurance policy.

2. any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft.

However, this exclusion does not apply to hand propelled watercraft or sailing craft not longer than six metres.

Hazardous Material

Due to any component building material that must be removed, encapsulated, or otherwise controlled because its presence or release is a hazard to human health.

Property in Your Care Custody or Control

For loss of or damage to **property** belonging to or in **your** care, custody or control**,** or that of **your** family, household or **person employed**, as well as any **horse groom** or **professional groom**.

Chemical, Biological or Nuclear

Due to any:

a. nuclear reaction, nuclear radiation or radioactive contamination;
b. biological or chemical contamination.

Punitive and Exemplary Damages

For punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

For fines, liquidated damages, penalty clauses or performance warranties.

Excess

For the amount of the **excess** stated in the Master Policy and this Members' Summary.

Employment Practice Liability

Due to any claim in relation to:

1. breach of employment contract;
2. misleading representation, defamation, or any harassment;
3. discrimination directly related to employment;
4. the hiring, supervision, or retention; or
5. the personal development

of any **person employed**.

Asbestos

Due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use, or exposure to asbestos or materials or products containing asbestos or other materials, which **you** know, or have reason to suspect, contains asbestos. This is regardless whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Cyber

Involving the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.

Mould and Fungus

We will not cover **you** in respect of any claim, costs or expenses of any nature for damage to any **property** or any loss, cost or expense due to any Fungal Pathogens, whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

For the purpose of this exclusion “Fungal Pathogens” means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, for example, mould, mildew, mycotoxins, spores or any biogenic aerosis.

War

Due to:

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

Hire or Reward

For **injury** or damage due to the use of a **horse** or **horse** drawn vehicle for hire or reward, for example, for the provision of instruction or coaching.

Known Incidents

Due to circumstances known to **you** before the start of **your** coverage under the Master Policy**.**

Personal Data Breach

Due to any Personal Data breach 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.

Professional Advice

Due to any Professional advice, design, service or specification given for a fee.

Contractual Liability

Arising from liability assumed or rights waived by **you** under any contract or agreement.

This exclusion does not apply to the extent that such liability would have attached to **you** without such contract or agreement.

Business & Professions

Due to any profession, occupation or business of **you** or **your** family.

Racing

Injury, or loss of or damage to **property** or any cost or expense due to:

a. **Horse** racing (amateur or professional), point to point racing or steeple chasing other than:

b. Endurance Riding or Driving or Precision Driving against the clock.

c. Racing which forms part of an Equestrian Event the primary purpose of which is not racing and where the said race is not being run under the rules of any Turf or similar Authority.

d. Horse driving trials events run under the rules of the British Carriagedriving/BHDTA or similar authority, not including the British Driving Society.

Participant to Participant

Injury, or loss of or damage to **property** or any cost or expense due to any negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, hunting, team chasing, hunt scurries, hunt cross country challenges, 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.

Professional Grooms

Arising out of the activities of a **Professional Groom**.

Terrorism

Loss, damage, liability, cost or expense due to any:

a. act of terrorism and/or
b. action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means any act by a person or group(s) of persons, such as causing or threatening **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.

Members under 18 years old

Injury, or loss of or damage to **property** or any cost or expense due to **Members** under 18 years old unless the **Member** is in the presence of an adult at all times when using the **horse**.
Examples of use, above, are riding, driving or leading the **horse** or **horse** drawn vehicle.

Abuse

We shall not be liable to **indemnify you** in respect of any claim arising out of:

a. 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;
b. 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 a. above, or may have contributed to the injuries set forth in a. above.

Communicable Diseases

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:

a. 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
b. 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).

Claims Conditions

As well as the conditions in the Making a Claim section above, this section has other conditions that **you** must follow. If **you** do not comply with these conditions **we** may not be able to deal with **your** claim or payments **we** make may be reduced. There are also details of **our** rights when dealing with a claim.

Claim Control

We are entitled either before or after any payment is made by **us** under this Master Policy to take over at **our** own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in **your** name and on **your** behalf.

What You Must Do During a Claim

You must give all information and assistance as **we** may reasonably require to defend or deal with a third party claim.

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 Master Policy.

You must keep adequate records and details of any accidents or **occurrence** that may lead to a claim under this Master Policy and maintain those records during a claim.

Discharge of Liability

We may at any time pay to **you** the **limit of liability** or any lesser sums for which any claim or claims can be settled. If **we** do that **we** will not be under any further obligation, other than the payment of costs and expenses of litigation incurred before we made that payment.

In the event of a claim or series of claims resulting in **your** liability to pay a sum above the **limit of liability** then **we** will only cover those costs and expenses in the same proportion as **our** payment to **you** bears to the total payment made by or on **your** behalf in settlement of the claim or claims.

Subrogation

We may take any action **we** consider necessary to enforce **your** rights and **our** rights under the Master Policy. Under the Master 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, either before or after any payment is made by **us** under the Master Policy.

Fraud

If **you** make a fraudulent claim under the Master Policy, **we**:

a. are not liable to pay the claim; and
b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
c. may by notice to **you** treat **your** cover as having been terminated with effect from the time of the fraudulent act.

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

1. **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this Master Policy, for example the occurrence of a loss, the making of a claim, or the notification of a potential claim; and
2. **we** do not have to return any of the premium paid.

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

General Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this Master Policy and explained in this Members' Summary.

Comply with Policy Terms

You must observe and comply with all the terms of this Master Policy, and explained in this Members' Summary, including anything to be done or complied with, before being able to benefit under this Master Policy and Members' Summary.

This condition also applies to any person granted cover under any Extensions within the Policy Cover sections.

Excess

No claim will be paid until the applicable **excess** for that claim has been paid to and received by **us**.

Non-Contribution Clause

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, **our** liability will only apply as excess of, and not as contributory with, that other insurance.

Cancellation

The **Master Policy Holder** can cancel this insurance at any time.

You can cancel this insurance by ending **your** membership with The British Driving Society.

We can cancel this insurance by giving the **Master Policy Holder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **premium**;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **us** or to KBIS.

Precautions and Reasonable Care

You must take all reasonable precautions:

a. for the safety of and to avoid, prevent or minimise any damage to **property**; and
b. for the safety of and to avoid, prevent or minimise any **injury** to others

which might give rise to a claim under this Master Policy.

You must also:
a. comply with all statutory and other obligations and regulations imposed by any authority;
b. exercise reasonable care in the selection and supervision of any **person employed**, as well as any **horse groom** or **professional groom**, and in the employment of competent staff.

You shall also have a duty to:

1. Ensure the driving bridle is not removed whilst the horse is still attached to the carriage.
2. Ensure a driver is on the box seat and in control of the reins at all times when the **horse** is in harness and attached to the carriage. Driving/Long Reining the horse whilst walking beside the carriage is not considered suitable control. The only exception to this condition is working with horse drawn agricultural implements.
3. Ensure if the driver dismounts, then a groom is in control of the **horse** by holding the head by means of a lead rope attached to the bit ring or headcollar or by holding the reins close to the **horse**'s head.
4. Ensure that no passengers are in the carriage unless the driver is on the box seat and in control of the **horse**.
5. Ensure that the **horse** is not tethered or tied up whilst still attached to the carriage.

Termination of Membership

Termination of **your** membership of The British Driving Society from any cause will similarly terminate cover under this Master Policy from the same date.

Cross Liabilities

We will treat each **Member** as though a separate Insurance had been issued to each of them. Nothing in this Condition increases the **limit of liability.**

Further Information

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 the Scheme Administrator (KBIS) using the following contact information:

KBIS British Equestrian Insurance
Cullimore House,
Peasemore, Newbury, Berkshire, RG20 7JN

Telephone: 01635 247474
Fax: 01635 247474
E-mail: liability@kbis.co.uk

Step 2:

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

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

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

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

Step 3:

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

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

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

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

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

Jersey: +44 (0)1534 748610
Guernsey: +44 (0)1481 722218
International +44 1534 748610
Facsimile: +44 1534 747629

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

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

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

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

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

Data Protection Notice

We and KBIS 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
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

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

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.

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Master Policy, such dispute will be dealt with according to the law of England & Wales, and only a Court in England or Wales will have jurisdiction. The premium has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

SRG A Specialist Risk Group Company

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KBIS Limited is part of the Specialist Risk Group.

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