

The Pony Club Members Liability Insurance

Issued to The Pony Club to cover each Member of
The Pony Club during the Period of Insurance.

Sport & Entertainment



Scheme

As a Member of The Pony Club, you receive The Pony Club Members Liability Insurance. 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 Pony Club by Howden Insurance Brokers Limited (Howden). If you have any queries relating to this policy or would like details about the Master Policy please contact:

Howden Insurance Brokers Limited
One Creechurch Place
London
EC3A 5AF

Telephone: +44 (0)207 133 1387
E-mail: info.equine@howdengroup.com

Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via the Risk Reduce online incident report form, or Howden who will be able to advise **you**.

Please refer to Policy Condition 1 on Page 13 for full details of the claims procedure and conditions.

Policy Information

Not forming part of this Insurance policy

This policy has been prepared in accordance with the instructions of the **Master Policy Holder**. Please read this explanation of cover carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if any correction is necessary.

This policy consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this policy or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the policy which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this 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;

The Pony Club Members Liability Insurance

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Definitions

These definitions are applicable to the whole policy wherever these words appear in **bold**.

1) Bodily Injury

injury, illness, disease or nervous shock.

2) Horse

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

3) Legal Costs

Means:

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.

4) Limit of Liability

The most we will pay for any one claim, or for all claims arising out of one original cause.

5) Master Policy Holder

The Pony Club.

6) Member

- (a) any **Member** of The Pony Club who has paid his/her Membership subscription to The Pony Club who is normally domiciled in the United Kingdom, The Isle of Man or the Channel Islands;
- (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 Pony Club District Commissioner;

7) Period of Coverage

The time for which this insurance is in place. This starts from the beginning of your Pony Club membership or your membership renewal date and ends on 30th June. The policy is then renewed on 1st July and a new Period of Coverage begins.

8) Person Employed

means :

- 1 a person under contract of service or apprenticeship with the **Member**;
- 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 the **Member**;
- 5 a person undertaking study or work experience;
6. a person supplied to the **Member** under a contract or agreement, the terms of which deem such a person to be in the employment of the **Member**.

9) Pollution

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 bodily injury caused by such **pollution** contamination.

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.

10) Property

material **Property**.

11) Territorial Limits

means the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland.

12) We/Us/Our

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

13) You/Your

Any **Member** of The Pony Club.

Important Information

Limit of Liability and Excess

Limit of Liability

£5,000,000 any one claim.

This is the most we will pay under any one claim, or any claims connected to the same cause.

Please note this has been increased to £30,000,000 by an excess of loss policy with Chubb European Group Limited, which follows the same wording as this and the Master Policy.

Excess

£250.00 each claim.

You must pay the first part of every **property** damage claim, up to £250.00.

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

- a. the number of parties and/or entities entitled to cover;
- b. the number of claimants.

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

Policy Cover

We will cover **you** subject to the terms, exclusions, conditions, Endorsements, and **limit of liability** of this policy

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a. accidental **injury** sustained by any person;
 - b. accidental damage to **property**;happening within the **territorial limits** during the **period of coverage** and as a result of **your**:
 - (i) use; and/or
 - (ii) ownership; and/or
 - (iii) control of a **horse** or **horse** drawn vehicle and/or
 - (iv) the direct participation of the **Member** in other horse related activities
 - (v) the attendance of the **Member** at any event organised by the Pony Club
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.

Policy Extensions

1. Authorised Users'

This Section extends to cover in like manner to **you** any person given permission by **you** to use **your horse** or **horse** drawn vehicle or a **horse** or **horse** drawn vehicle normally in **your** custody whilst using such **horse** or **horse** drawn vehicle only subject always to General Condition 6- Non-Contribution Clause.

2. Grooms

This Section extends to cover in like manner to **you** any groom working for **you** for legal liability arising out of the groom's work.

Policy Exclusions

We will not cover **you** for any:

1. Family Members

Bodily injury to any member of **your** family or household.

2. Contractual Liability

Liability which is assumed by **you** by an agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached to you in the absence of such agreement.

3. Pollution Contamination

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any **pollution**, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

4. Vehicles

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with the ownership, possession or use under **your** or any **employee's** control of:

- (a) any mechanically propelled vehicle, but **we** will cover **you** in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and **you** are not entitled to cover under any other insurance policy.
- (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).

Policy Exclusions

5. Hazardous Material

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

6. Property in Your Care Custody or Control

Loss of or damage to **property** belonging to or in **your** care, custody or control, or that of **your** family, household or person in your service.

7. Chemical Biological or Nuclear

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any:

- (i) nuclear reaction, nuclear radiation or radioactive contamination;
- (ii) biological or chemical contamination.

8. Punitive and Exemplary Damages

Punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

9. Excess

Claim for the amount of the **excess** stated in the Policy.

10. Racing

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any horse racing, point to point racing, steeplechasing or team chasing other than:

- (a) Endurance Riding.
- (b) Official Pony Club Race Days and Training Days.

11. Asbestos

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with 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, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

12. Terrorism

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any act of terrorism.

For the purpose of this exclusion 12, act of terrorism means any act or preparation in respect of action or threat of action designed to influence the existing government of any nation or any political division of such nation or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government and which:

- i. involves violence against one or more persons;
- ii. involves damage to **property**;
- iii. endangers life other than that of the person committing the action
- iv. creates a risk to health or safety of the public or a section of the public;
- v. is designed to interfere with or to disrupt an electronic system;

And/or

any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

13. Cyber

Loss, **damage**, liability, claim, cost, fee or expense caused by:

- i. the use of, or inability to use;
- ii. any error or omission relating to the use of; or
- iii. any hoax or threat relating to the use of; any application, process or software.

14. Mould and Fungus

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to 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 including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosol.

15. War

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.

16. Hire or Reward

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with the use of a **horse** or **horse** drawn vehicle for hire or reward.

17. Known Incidents

Claim arising from circumstances known to **you** prior to the commencement of **your** coverage under this Master Policy.

18. Personal Data Breach

Claim in any way caused by or connected to any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

19. Trade or Profession

Bodily injury, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any profession, occupation or business of **You** or **Your** family. This Exclusion does not apply in respect of grooms working for **you** as provided for in Policy Extension 2.

20. Injury Sustained by Persons Employed

Bodily Injury sustained by any **Person Employed** arising out of and in the course of employment by the **Member**.

Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this policy:

1) Claims procedure

You shall give **us** notice as soon as reasonably practicable of any occurrence, loss or legal proceedings that may give rise to a claim under this policy.

You shall also give all such 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 writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **us** immediately after they are received.

We shall be entitled either before or after any payment is made by us under this 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.

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 records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims should be notified using the Risk Reduce online incident report form:
<https://form.libertyriskreduce.com/forms/pony-club-members>

Or to Ben Evans at:
Howden Insurance Brokers Limited
Woodlands,
Manton Lane,
Bedford, MK41 7LW

Tel: 01234 408 610
Email: ben.evans@howdengroup.com

2) 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 and **we** shall not be under any further obligation other than the payment of costs and expenses of litigation incurred prior to such 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.

3) Subrogation

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

4) Fraud

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** rights under this Condition 4. c) above:

1. **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 this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
2. **we** need not 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 perpetrated by **you** and not the **Master Policy Holder**.

5) Comply with Policy Terms

Any person granted cover under the Master Policy shall as though they were the policyholder observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.

6) Non-Contribution Clause

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

7) Precautions and Reasonable Care

You shall 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 **bodily injury** to others or damage to their **property**;

which might give rise to a claim under this policy.

You shall 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 grooms and/or anyone representing you or working for you.

8) Termination of Membership

Termination of **your** membership of The Pony Club from any cause will similarly terminate cover under this policy from the same date.

9) Cross Liabilities

We will treat each **Member** as though a separate Insurance had been issued to each of them, provided that nothing in this Condition shall increase the **limit of liability**.

Further Information

Complaints Procedure

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

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

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London EC3M 3AW

Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting **your** policy and/or claim number; or

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

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

quoting **your** policy and/or claim number.

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

Exchange Tower
Harbour Exchange
London
E14 9SR

Tel: 0800 023 4567
Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at www.financial-ombudsman.org.uk

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

Commissariat aux Assurances,
7, boulevard Joseph II
L-1840 Luxembourg

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

or

Service national du Médiateur de la consommation
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg

Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu

or

Médiateur en Assurances
ACA,
12, rue Erasme
L-1468 Luxembourg

Tel: (+352) 44 21 44 1
Email: mediateur@aca.lu
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

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

Financial Services Compensation Scheme

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

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

Data Protection Notice

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the “data controller” of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

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

We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

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

Sanctions

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

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this policy, such dispute shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall 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.



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