

FARRIERS & BLACKSMITH LIABILITY COMBINED INSURANCE

THIS IS A POLICY SUMMARY AND DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS OF THE COVER. THIS SUMMARY SHOULD BE USED IN CONJUNCTION WITH THE POLICY WORDING, GIVING FULL DETAILS OF THE TERMS, EXCEPTIONS AND CONDITIONS.

THIS INSURANCE IS UNDERWRITEN BY MARKEL INTERNATIONAL INSURANCE COMPANY LTD. A SPECIMEN WORDING IS AVAIJABLE ON REQUEST.

SECTION 1 - LIABILITY SECTION

Use this Section with the corresponding section in the full Policy Wording

EMPLOYERS LIABILITY

Key Features of COVER

Will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses in respect of injury sustained within the Territorial Limits during the period of Insurance by an Employee arising out of his employment by the Insured in the course of the Business.

Key EXCLUSIONS

Excluding liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

EXTENSIONS

Unsatisfied Court Judgements Compensation for Court Attendance

PUBLIC LIABILITY

Key Features of COVER

Will indemnify the Insured against all sums that the Insured shall be become legally liable to pay as damages and costs and expenses of claimants in respect of: -

- · Accidental Bodily Injury to any person
- Accidental loss of or damage to Property
- Accidental obstruction

Subject to the Limit of Indemnity stated in the Schedule and happening anywhere within the Geographical Limits during the Period of Insurance.

EXCESS

£500 each and every occurrence in respect of damage to property

EXTENSIONS

Farriers Only - Injury to horses whilst in the control of the Insured

Key EXCLUSIONS

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

PRODUCTS LIABILITY

Key Features of COVER

Will indemnify the Insured against all sums that the Insured shall be become legally liable to pay as damages and costs and expenses of claimants in respect of: -

- · Accidental Bodily Injury to any person
- Accidental loss of or damage to Property
- happening anywhere in the World during the Period of Insurance and caused by any Products.

Key EXCLUSIONS

Insurers will not pay under this Section for:-

Products under Insured's Control

In respect of injury or loss of or damage to property caused by or in connection with a Products Supplied which are in the custody or control of the Insured

Aviation Products

In respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for the use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft

Export to USA or Canada

In respect of Injury or loss of or damage to property caused by or in connection with any products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

LIMIT OF INDEMNITY

In respect of any one claim or all claims of a series arising out of one original cause shall not exceed the sum specified in the Schedule as the Limit of Indemnity for each Section.

GEOGRAPHICAL LIMITS

- in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- elsewhere in Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of b) the countries specified in (a) above
- elsewhere in the World arising out of temporary Business visits by directors or non-manual Employees ordinarily resident in any of c) the countries specified in (a) above.

GENERAL EXTENSIONS (Subject otherwise to all Terms, Conditions, Limitations and Exclusions of this insurance) CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

CROSS LIABILITIES

HEALTH AND SAFETY AT WORK ETC. ACT 1974 DEFENCE COSTS

COURT ATTENDENCE

CLAIMS NOTIFICATION

In the event of a claim or possible claim under this insurance the Insured should notify Certo Chartered Loss Adjusters on 0113 387 9047 or e mail oimpropertyclaims@certoclaims.co.uk

CANCELLATION

This Policy allows a cooling off period. If after receiving the Certificate of Insurance and full policy terms and conditions the Insured is not happy with the policy there are 14 days during which the policy can be cancelled by sending written confirmation to KBIS British Equestrian at the above address.

The Insured does have the right to cancel this Policy outside of the 14-day cancellation period provided written confirmation is received by KBIS British Equestrian at the above address, and a pro-rata premium will be considered based on time on risk. Any claims pending will result in the full premium being due payable.

This insurance may also be cancelled by or on behalf of the Insurers by 30 days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Insurers shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to:-

- prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- employ only competent Employees and to act in accordance with all statutory obligations and regulations.

The Insured shall forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

COMPLAINTS

Any enquiry or complaint should be addressed in the first instance to Kbis British Equestrian, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN, by telephone on 01635 247474 or by email at complaint@kbis.co.uk. If you are not satisfied with the way a complaint has been dealt with you may ask your Insurer to review your complaint. Whilst reviewing your complaint your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint guickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone:0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

COMPENSATION

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liabilities. You may be entitled to compensation up to £2,000 for the first part of any claim and 90% of the remainder. Further details can be obtained from the Financial Services Compensation Scheme website http://www.fscs.org.uk