

# POLICY SUMMARY

## Liability Cover for Section B - UK All

Livery Stables / Studs / Racehorse Training / Private Yards  
Competition Yards / Licensed Riding Establishments  
Freelance Riding Instructors / Riding / Driving Clubs



**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 UNDERWRITTEN BY MARKEL INTERNATIONAL INSURANCE COMPANY LTD. A SPECIMEN WORDING IS AVAILABLE ON REQUEST.

This policy usually covers a 12 month agreed period and is renewable annually. Sometimes a policy may cover for less than 12 months, your policy documentation will show the duration of your policy. If your policy duration is less than 12 months it is not renewable annually. It will include one or a combination of the following sections;

### **SECTION 1 – Employers’ Liability**

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

#### **Significant Features and Benefits of COVER**

Bodily Injury sustained by any Employee of the Assured arising out of and in the course of his employment or engagement by the Assured during the period of coverage.

#### **Significant and Unusual 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 COURTS JUDGEMENT

### **SECTION 2 – Public Liability**

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

#### **Significant Features and Benefits of COVER**

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

happening anywhere within the Geographical Limits during the Period of Insurance.

#### **Significant and Unusual 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.

#### **EXTENSIONS (Subject otherwise to all the Terms, Conditions, Limitations and Exclusions of Section 2)**

DEFECTIVE PREMISES  
LEASED OR RENTED PREMISES  
CONTINGENT LIABILITY (NON-OWNED VEHICLES)  
FORESTRY COMMISSION AND/OR MINISTRY OF DEFENCE  
LANDOWNERS INDEMNITY

### **SECTION 3 – Products Liability**

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

#### **Significant Features and Benefits of COVER**

- 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.

#### **Significant and Unusual Exclusions**

Insurers will not pay under this Section for:-

- Bodily Injury, loss, damage, cost or expense resulting from or in connection with any act of Terrorism.
- Bodily Injury, loss, damage, cost or expense caused by, resulting from or in connection with any component building

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material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

- damages, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of any fungus, including but not limited to mildew, mould, spore(s) or allergens; or
- any costs or expenses associated, 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, including but not limited to mildew, mould, spore(s) or allergens; or
- or any obligation or duty to defend any actions on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of any, including but not limited to mildew, mould, spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

- Liability caused by any Goods in the custody or control of the Assured. (*Section 3 Only*)  
Bodily Injury sustained by the Assured.

#### **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.

Employer's Liability Claims against the Assured arising out of Terrorism shall not exceed £5,000,000.

#### **GEOGRAPHICAL LIMITS**

- a) 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
- b) elsewhere in Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of the countries specified in (a) above
- c) elsewhere in the World arising out of temporary Business visits by directors or non-manual Employees ordinarily resident in any of 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

SUDDEN AND ACCIDENTAL POLLUTION (Sections 2 and / or 3 only)

WORLD WIDE TRANSPORTATION (Sections 2 and 3)

COURT ATTENDANCE

#### **Significant GENERAL EXCLUSIONS**

The Underwriters shall not be liable under this Insurance for:-

- liability arising directly or indirectly in connection with any activities which make the Assured subject to the Regulations of the Riding Establishment Act(s).

#### **SPECIFIC EXTENSIONS**

(Included only if specified as being "Included" in the Schedule)

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

1) Members' Indemnity (Section 2)

*Specific extension for Riding Clubs / Driving Clubs*

2) Member to Member (Section 2 as provided for under Specific extension 1 above)

*Specific extension for Riding Clubs / Driving Clubs*

3) Care, Custody or Control (Section 2)

*Optional specific extension for Livery Stables / Studs / Racehorse Training / other Training Establishments / Competition Yards*

*Specific extension for Licensed Riding Establishments / Freelance Riding Instructors*

4) Customers' Indemnity (Section 2)

*Specific extension for Licensed Riding Establishments / Freelance Riding Instructors*

5) Riding Establishment Indemnity

Notwithstanding anything contained herein to the contrary General Exclusion 6 is deemed deleted and the indemnity provided by Section 2 of this Insurance is deemed to comply with the requirements of the Riding Establishment Acts relating to compulsory public liability insurance.

*Specific extension for Licensed Riding Establishments*

6) Personal Liability (Section 2)

*Specific extension for Livery Stables / Studs / Racehorse Training / other Training Establishments / Private Stables / Competition Yards / Licensed Riding Establishments / Freelance Riding Instructors*

#### **EXCESS**

Stated on the Schedule of Insurance

## **CLAIMS NOTIFICATION**

In the event of a claim or possible claim under this insurance the Insured must notify Kbis British Equestrian, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN or by telephone on 01635 247474 no later than 7 days after the date of discovery. **THE INSURED OR PASSENGER MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE INSURERS' WRITTEN PERMISSION.**

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

## **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**

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

KBIS Limited  
Cullimore House  
Peasemore  
Newbury  
Berkshire RG20 7JN  
Telephone: 01635 247474  
Email: [ask@kbis.co.uk](mailto:ask@kbis.co.uk)

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly 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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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**

Underwriters are covered by the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance arranging is covered for 100% of the claim without an upper limit. Further information about compensation scheme arrangements is available from the FSCS

Further details can be obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk>