



Equestrian Combined Liability Wording

IMPORTANT NOTICE

In this Important Notice the following expressions have the following meanings

- (a) "We" and "our" refers to Accelerant Insurance Limited.
- (b) "You" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact Avid Insurance Services immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to Avid Insurance Services or the insurance broker who arranged the policy for you.

Any notices and documents that you are required to send to Avid Insurance Services Limited under the terms of the policy should be addressed to Avid Insurance Services Limited, 20 St Dunstan's Hill, London EC3R 8HL (or such other address that you are notified of from time to time).

CERTIFICATE PROVISIONS

1. It is important to note that Avid Insurance Services Limited acts as administrators of the Underwriters in respect of this insurance.

2. **General Enquiries / Policy Queries**

In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or the administrator at the address below:

Avid Insurance Services Limited,
20 St Dunstan's Hill,
London
EC3R 8HL

3. **Making a Claim**

In the event of a claim, or any circumstance that may give rise to a claim, you must immediately notify the following:

Email: boltonccs@questgates.co.uk
Phone: 01204 869808
Out of hours: 0121 411 0535

Who will handle the claim on behalf of the Underwriters.

4. **Complaints**

It is always Our intention to provide a first-class standard of service. However, if You have any cause for concern or wish to make a complaint, You should contact:

Avid Insurance Services Limited,
20 St Dunstan's Hill,

London
EC3R 8HL

Telephone: +44(0)2031957500
Email: info@avidinsurance.co.uk

If You remain dissatisfied with the way in which your complaint has been handled, or You have not received a final response within eight (8) weeks, You may have the right to refer Your complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone Number: [\(0800\) 0234 567](tel:08000234567) or [\(0300\) 1239 123](tel:03001239123).

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

You can also visit their website at www.financial-ombudsman.org.uk for further information.

Whilst we are bound by the decision of the Financial Ombudsman Service, You are not.

Following this complaint procedure does not affect Your right to take legal action. Financial Services Compensation Scheme (FSCS)

Your Insurer is covered by the FSCS. You may be entitled to compensation from the FSCS if they are unable to meet their obligations to You under this Policy. This depends on the type of insurance and the circumstances of the claim.

Further information about the FSCS is available on their website at www.fscs.org.uk :

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

5. Your Personal Information Notice

Who we are

We are the underwriters identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes personal data such as your name, address and contact details and other information that we collect about you in connection with the insurance cover from which you benefit. This information may also include more sensitive data such as information about your health and any criminal convictions.

In certain circumstances, we may need your consent to process certain information about you and this is explained in our privacy policy. Where we need your consent, we will ask you for it specifically. You do not have to give your consent, and you may withdraw your consent at any time. However, if you do not provide your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a

number of third parties in the insurance sector. For example, agents or brokers (when making applications), insurers, reinsurers, loss-adjusters (if you claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance coverage that we provide and to the extent required or permitted by law.

If you provide other people's details to us

Where you provide us or your agent or broker with information about other people, you must make them aware that you are doing so. Where possible, you should also provide them with this notice.

If you would like more information

For more information about how we use your personal information, please see our privacy policy, which is available on our website (www.avidinsurance.co.uk) and in other formats upon request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s) you should contact the broker or agent who provided you with your insurance in the first instance, or you may get in touch with us by contacting:

Avid Insurance Services Limited,
20 St Dunstan's Hill,
London
EC3R 8HL
Email: info@avidinsurance.co.uk

STATUTORY STATUS DISCLOSURE

Your insurance is administered by Avid Insurance Services Limited and underwritten by Accelerant Insurance Limited, SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is a company registered in Malta (Company number C92407) with registered office at SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority.

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with English Law.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

2.1. **Insured** means:

2.1.1. the person, persons or corporate body named in the Schedule

2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2. **Underwriters / Insurer(s) / We** means Accelerant Insurance Limited.

2.3. **Business** means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

2.3.1. the ownership, repair and maintenance of the Insured's own property

2.3.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire-fighting, and security services

2.3.3. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.4. **Injury** means death, bodily injury, illness or disease of or to any person.

2.5. **Damage** means loss of possession of or damage to tangible property.

2.6. **Person Employed** means any:

2.6.1. Employee being a person under a contract of service or apprenticeship with the Insured

2.6.2. labour master and persons supplied by him

2.6.3. person employed by labour only sub-contractors

2.6.4. self-employed person under the control of the Insured

2.6.5. person hired to or borrowed by the Insured

2.6.6. person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

2.7. **Product** means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

2.8. **Pollution** means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

2.9. **Defence Costs** mean costs, fees and expenses incurred by the Insured with the written

consent of the Underwriters in the defence or settlement of any claim under this Policy.

2.10 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1. managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2. the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3. any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4. any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2. SECTIONS B AND C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance

5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

6. DEFENCE COSTS

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs. Defence Costs include legal expenses:

6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such prosecution

6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

7.1. any director or partner £250

7.2. any Employee £100

SECTION A – EMPLOYERS' LIABILITY

8. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1. 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
- 9.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security
- 9.3. 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
- 9.4. arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5. 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exclusion shall not apply where the business is incorporated as a limited company

10. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the

Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

SECTION B – PUBLIC LIABILITY

11. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1. 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.
- 12.2. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 12.3. arising out of or in connection with any Product.
- 12.4. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 12.4.1. 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
 - 12.4.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 12.4.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 12.5. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 12.6. for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 12.6.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 12.6.2. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 12.6.3. premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement

- 12.7. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

SECTION C – PRODUCTS LIABILITY

13. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 14.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 14.2. for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 14.3. arising out of the recall of any Product or part thereof
- 14.4. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 14.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 14.6. arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 14.7. arising from the failure of any Product to perform its intended function.
- 14.8. arising out of any Product which with the Insured's knowledge is directly or indirectly exported to the United States of America or Canada.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Insured or a constituent member or part of the Insured, as provided for herein, against liability for Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, partner, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

GENERAL EXCLUSIONS

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage

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

15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;

15.3.1. 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 this Insurance

15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such 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 and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

15.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

15.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

15.6 a. directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

b. 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, including but not limited to mildew, mould, spore(s) or allergens; or

c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, 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.

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/or emotional distress.

15.7 directly or indirectly caused by, resulting from 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.

15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

15.10

Infectious Disease exclusion:

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
 - b) Coronavirus disease (COVID-19); and
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
 - d) any mutation of or variation of a), b) or c) above; and
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - f) any fear or anticipation of a), b), c), d) or e) above,
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

16.1. directly or indirectly caused by or contributed to by or arising from:

16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 16.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
- 16.4. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
- 16.5. arising out of or Loss or Damage cost or expense of whatsoever nature caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the Property of the Insured) caused by:-

- a) the response of a computer to any date or date change or
- b) the failure of a computer to respond to any date or date change or
- c) the loss of or denial of access to any data either the Insured owns or third party
- d) any Loss or Damage to or change or corruption in data or software on a computer or computer system or
- e) any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

- 16.6. arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insured(s) own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.
- 16.7. in respect of the Road Traffic Act(s)

GENERAL CONDITIONS

17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 17.1. The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3. The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).
- Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 17.4. The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured 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 Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

- 17.6. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8. The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with English Law. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 17.10. All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 17.11. Subrogation Clause
If we become liable for any payment of a loss, we shall be subrogated to the extent of such payment to all the rights and remedies of yours against any party for such loss and we shall be entitled, at our own expense, to sue in your name. You shall give us all such assistance in your power as we may require to secure our rights and remedies either before or after indemnification.
- 17.12. Contract (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 17.13. Data Protection
It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 17.14. E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.
- 17.15. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

17.16. Several Liability

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

17.17. Your Right to Cancel

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this policy. Following the expiry of the initial 14 day period, this insurance policy may be cancelled at any time at your written request. Underwriters reserve the right not to allow a return of premium. To exercise your right to cancel, contact the broker who arranged this cover for you.

ENDORSEMENTS

The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-

Clause 1- Bona Fide Sub-Contractors Clause

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- public liability coverage with an indemnity limit of not less than the limits provided by this policy
- an indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including, but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

Clause 2- Manual Work Away exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of manual work undertaken away from the Insured's premises other than delivery and collection.

Clause 3- Administration of Drugs exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

Clause 4- Abuse exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

Clause 5- Heat work away exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured.

Clause 6- Bodily treatment exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

Clause 7- Loss, damage or corruption of data exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the loss, damage or corruption of any data held on, or created by, any electronic data processing equipment or system.

Clause 8- Tree root damage exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C that arises from ingress of tree roots or desiccation of the soil caused by trees.

Clause 9- Sporting participation exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of any bodily injury of any person playing in, training in, or practising any contact sport.

Clause 10- Manual work exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of employees engaged in manual work.

Clause 11- Damage to item being worked upon exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of loss or damage, including shrinkage or discolouration, to articles on which the Insured is or has been working where the loss or damage results from such work.

Clause 12- Burning of debris exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of the burning of debris.

Clause 13- Proprietary Brands Warranty

The Insured hereby warrants that precedent to the liability of Underwriters hereon proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions.

Clause 14- Height limit

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of work

undertaken by any person employed at a height above 10 meters from the ground.

Clause 15- Depth limit

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section A & B directly or indirectly resulting from or in consequence of any excavation work carried out at depths exceeding 3 metres.

Clause 16- Haulage Clause

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in connection with the following:

- injury or damage caused by the wrongful delivery or the contamination in transit of any load
- injury or damage caused by the haulage of hazardous goods
- freight forwarders and/ or warehouseman's liability
- the transportation of goods by road tankers

Clause 17- Libel and Slander exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of:

- Libel, slander or defamation
- Slander of title of goods or other injurious falsehood
- Wrongful misrepresentation

Clause 18- Products: Component Part exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section C directly or indirectly resulting from damage to goods to which the insured's product is an additive or component part.

Clause 19- Emergency Services notification clause

The Insured hereby warrants that precedent to the liability of Underwriters, all Police, Fire and Ambulance services are notified prior to the commencement of the insured event, and that all of their recommendations are adhered to.

Clause 20- Rights of recourse warranty

The Insured hereby warrants that precedent to the liability of Underwriters hereon, full rights of recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

Clause 21- Waste disposal warranty

The Insured hereby warrants that precedent to the liability of Underwriters, all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

Clause 22- Live entertainment & disco exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the provision of discos and/ or live entertainment of any nature.

Clause 23- Claims made warranty (products liability)

It is noted and agreed that Section C, Products Liability (Item 13) 'Indemnity' is revised as follows: The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring, and notified to Underwriters, during the Period of Insurance and arising out of or in connection with any Product during the period of insurance.

Clause 24- Use of Dogs Exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the use of any dog in connection with the business.

Clause 25- Underground services clause, Applicable to section B

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

- taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site
- retained a written record on the measures which were taken to locate such cables, pipes and services
- conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and or fines which are imposed on the Insured by the relevant authorities as a result of any damage.

Clause 26 – Care, Custody & Control Liability Extension, Applicable to Section B

Notwithstanding anything contained in Exclusion 12.5 of Section B to the contrary Section B of this Insurance extends to indemnify the Insured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Insured or any Employee of the Insured. The liability of the Underwriters under this extension for all damages payable by the Insured in respect of all claims made against the Insured during the Period of Insurance set forth in the Schedule shall not exceed £100,000.-

Provided that the Underwriters shall not be liable for:-

- (a) intentional slaughter except where the Underwriters have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Underwriters shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Insured or any Employee of the Insured.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity for any one horse/pony.

- (d) injury to any mare occurring whilst said mare is:-
 - (i) being covered by a stallion.
 - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
 - (iii) at stud and injury is directly attributable to the mare being in foal.
- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicant or treatment by the Insured or any Employee of the Insured unless under the direction of a qualified Veterinary Surgeon.
- (f) injury, illness or disease to any horse or pony owned by the Insured or any member of the Insured's family or any Employee of the Insured or any member of the Employee's family.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.