

Evidence of Insurance

Evidence of Public and Products Liability Insurance effected
with the Insurers specified herein by The Pony Club



Evidence of Insurance

Evidence of Public and Products Liability Insurance effected with the insurers specified herein by the Pony Club.

The Pony Club (the “Master Policy Holder”) has arranged a Master Policy with the Insurers specified herein (the “Insurers”) covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the “Insured”).

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to the Pony Club, Arena View, National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2RW.

Master Policy No: B1161D1966947

Definitions

1) Insured/You/Your

In respect of the Public and Products Liability sections, **Insured/You/Your** shall mean:

- (a) The Pony Club and Pony Club Branch Committees situated in the United Kingdom
- (b) Pony Club Trading Limited
- (c) any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer but only whilst acting for or on behalf of the Master Policy Holder or any of the aforementioned bodies including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter

And at the request of the Master Policy Holder;

- (d) any director or **Employee** of the **Insured** while acting on behalf of or in the course of his employment or engagement by the **Insured** in respect of liability for which the Insured would have been entitled to indemnity under this Master Policy if the claim against any such person had been made against the **Insured**.
- (e) any officer, **Member** or **Employee** of the **Insured's** social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
- (fi) any director or senior official of the **Insured** in respect of private work carried out by any **Employee** of the Insured for any such person with the consent of the **Insured**.
- (g) Sponsors of the **Insured** including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability for which the **Insured** would have been entitled to indemnity under this Master Policy if the claim against any such Sponsor or Organiser had been made against the **Insured**.

2) Business

- (a) the promotion, organisation of, participation in and/or attendance at Equestrian Activities or Associated Events (including social and fund raising activities) or Interests all in connection with the **Insured** and, in connection with,:
 - (i) the ownership and/or occupation (including maintenance) of premises
 - (ii) the provision and management of canteen, social, sports and welfare organisations
 - (iii) the provision and management of first aid, fire and ambulance services
 - (iv) private work carried out with the consent of the **Insured** for any director or senior official of the **Insured** by an **Employee** of the **Insured**.
 - (b) the promotion, organisation of, participation in, and/or attendance at activities organised by approved riding establishments for Pony Club **Members**
 - (c) in respect of The Pony Club Trading company, a non-charitable company involved in the sale and promotion of equestrian related **Products**, both online and via trade stands at events throughout the UK
- and no other for the purposes of this Master Policy.

3) Bodily Injury

injury, illness, disease or nervous shock.

4) Property

material **Property**.

5) Employee

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only sub-contractor or person supplied by any of them
- (c) any self-employed person
- (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
- (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
- (f) any casual labourer

while engaged in working for the Insured in connection with the Business.

6) Products

any goods or **Products** (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated or installed by the **Insured** in the course of the **Business**.

7) Member

- (a) any **Member** of:

The Pony Club

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

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

who has paid his/her Membership subscription to The Pony Club,

- (b) any person granted temporary Membership of The Pony Club by virtue of attending a Pony Club Activity with a view to obtaining full Membership
- (c) if required by Law, the parent or guardian of the **Member**.

- (d) in the event of the death of the **Member**, the personal representatives of the **Member** in respect of liability incurred by the **Member**.

- (e) any person normally domiciled outside the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised by the Pony Club from the time of arrival at the site of the competition until time of departure.

- (f) any Pony Club District Commissioner.

- (g) any person attending a Pony Club Parents' Course.

8) Pollution

- (a) all **Pollution** or contamination of buildings or other structures or of water or land or of the atmosphere and

- (b) all loss or damage or **Bodily Injury** directly or indirectly caused by such **Pollution** or contamination.

9) Horse

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

10) Terrorism

An act, whether involving violence or the use of force or not, or the threat or the preparation 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) - which:

- (a) is designed to or does:
 - (i) intimidate or influence a de jure or de facto government or the public or a section of the public, or

- (ii) disrupt any segment of the economy

and

- (b) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

11) Insurer/We/Our

the Insurers as shown under Identity of Insurers

Insuring Clauses

The Insurers agree, subject to the terms, Conditions, Limitations, Exclusions and Endorsements contained within the policy wording to indemnify the Insured:

- 1) against all sums which the **Insured** shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and in addition to the Limit of Indemnity, claimants' costs and expenses in respect of **Bodily Injury** or loss of or damage to **Property**.
- 2) against all costs and expenses incurred with the written consent of the **Insurers** in respect of any claim against the **Insured** which may be the subject of indemnity under this Master Policy.
- 3) against the payment of the solicitor's fees incurred with the written consent of the Insurers for representation of the **Insured** at:
 - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** or loss of or damage to **Property**

which may be the subject of indemnity under this Master Policy.

- 4) In respect of the Public Liability and Products Liability Sections only insurers agree to indemnify the **Insured** against:
 - (a) costs and expenses incurred with the written consent of the **Insurers**
 - (b) costs and expenses awarded against the **Insured** or any Director or **Employee** of the **Insured**

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth in the Evidence of Insurance where the circumstances of the alleged offence may be the subject of indemnity under this Master Policy.

Provided always that the **Insurers** shall not be liable:

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate Management decision, act or omission.

Public Liability Section

The Insured is indemnified by this Section in accordance with the Insuring Clauses for:

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property**
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

happening anywhere in the World during the Period of Coverage set forth in the Evidence of Insurance and arising in the course of the **Business** only.

Exclusions

The Insurers shall not indemnify the Insured under this Section against liability:

- 1) for loss of or damage to **Property** belonging to the Insured or in the custody or control of the **Insured** or of any **Employee** of the **Insured** other than:
 - (a) **Employees' or visitors' Property.**
 - (b) any premises including contents which are temporarily occupied by the Insured for the purpose of carrying out the **Business.**
- 2) arising from the ownership, possession or use under the control of the **Insured** or of any **Employee** of the **Insured** of:
 - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of **Bodily Injury** or loss of or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other 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).
- 3) caused by any **Products** after they have ceased to be in the custody or control of the **Insured.**
- 4) arising out of **Pollution.**

Excess

The Public Liability Section excludes the first GBP 1,000.- of each and every loss or damage to **Property.**

Limit of Indemnity

The liability of the **Insurers** for all damages payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed GBP 2,000,000.

The Limit of Indemnity is increased to GBP 30,000,000.- any one claim or all claims of a series arising out of one original cause by Excess of Loss Policies arranged with Sompò International Insurance (Europe) SA and Chubb Europe, which follow the same wording.

Extensions

1) Defective Premises.

This Section extends to indemnify the **Insured** against liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by the **Insured**.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of such premises.

2) Contingent Liability (Non-owned vehicles).

Notwithstanding anything contained in Exclusion 2(a) to the contrary this Section extends to indemnify the **Insured** against liability in respect of **Bodily Injury** or loss of or damage to **Property** arising out of the use of any motor vehicle not the **Property** of or provided by the **Insured** being used in connection with the **Business**.

Provided always that the Insurers shall not be liable for:

(a) loss of or damage to any such vehicle.

(b) **Bodily Injury** or loss of or damage to **Property** resulting while such vehicle is being:

(i) driven by the **Insured**.

(ii) driven with the general consent of the **Insured** or of the **Insured's** representatives by any person who, to the knowledge of the **Insured** or of such representatives, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(iii) used in circumstances in which it is compulsory for the **Insured** to insure or provide security as a requirement of any road traffic legislation.

(iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension Definition 1 is deemed deleted and of no effect.

3) Forestry Commission and/or Ministry of Defence.

This Section extends to indemnify the **Insured** to the extent required under an agreement between the **Insured** and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the **Insured** under the terms of the agreement.

4) Landowners/Stabling/Veterinary Indemnity.

This Section extends to indemnify in like manner to the **Insured**:

- (a) any landowner or occupier on whose land (including any structures contained thereon) events or other activities organised by the **Insured** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only. This extension does not apply to Pony Club Linked Centres, except when their land is being used for an activity organised by a Branch of The Pony Club.
- (b) the owner of any stabling utilised by the **Insured** in the course of the **Business** for the period such stabling is being utilised and arising only out of the utilisation of such stabling by the **Insured**.
- (c) any Veterinary Surgeon or Medical Person in respect of his/her engagement by the **Insured** only, provided that if a more specific policy of insurance is in force covering such liability, the liability of the **Insurers** under this Master Policy shall apply as excess of and not as contributory with such other Insurance.

5) Leased or Rented Premises.

This Section extends to indemnify the **Insured** against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the **Insured**.

Provided always that the **Insurers** shall not be liable for:

- (a) loss or damage if the liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first GBP 1,000.- of such loss or damage caused otherwise than by fire or explosion.

Products Liability Section

The Insured is indemnified by this Section in accordance with the Insuring Clauses for:

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property**

happening anywhere in the World during the Period of Coverage set forth in the Evidence of Insurance and caused by any **Products**.

Exclusions

The **Insurers** shall not indemnify the **Insured** under this Section against liability:

- 1) caused by any **Products** in the custody or control of the **Insured**.
- 2) arising out of **Pollution**.
- 3) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the **Products**.
- 4) for loss or damage arising from the failure of any **Product** to fulfil its intended function.

Excess

The Products Liability Section excludes the first GBP 1,000.- of each and every loss or damage to **Property**.

Limit of Indemnity

The liability of the **Insurers** for all damages payable by the **Insured** under this Section in respect of all claims against the **Insured** shall not exceed GBP 2,000,000.

The Limit of Indemnity is increased to GBP 30,000,000.- by Excess of Loss Policies arranged with Sompco International Insurance (Europe) SA and Chubb Europe, which follow the same wording.

Extensions to Public Liability and Products Liability Sections

1) Contractual Liability and Indemnity to Principal.

The **Insurers** will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the **Insured** with any third party (hereinafter termed the "Principal") so requires:

- (i) indemnify the **Insured** against liability assumed by the **Insured**
- (ii) indemnify the Principal in like manner to the **Insured** in respect of the liability of the Principal

arising out of the performance by the **Insured** of such contract or agreement.

Provided that:

- (a) the conduct and control of claims is vested in the **Insurers**.
- (b) the Principal shall observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Master Policy so far as they can apply.
- (c) the indemnity shall not apply to liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal the **Insurers** will treat each Principal and the **Insured** as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the **Insurers** to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

2) Sudden and Accidental Pollution.

The **Insurers** will, indemnify the **Insured** against liability in respect of **Bodily Injury** or loss of or damage to **Property** caused by **Pollution** resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage provided that:

- (i) all **Pollution** arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of Periods of Coverage over which such **Pollution** occurs.
- (ii) the **Insurers** shall not indemnify the **Insured** under this Extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada.
- (iii) nothing in this Extension shall increase the liability of the **Insurers** to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

3) Health and Safety at Work Etc. Act 1974 Defence Costs.

The **Insurers** will indemnify the **Insured** against:

- (i) costs and expenses incurred with the written consent of the **Insurers**
- (ii) costs and expenses awarded against the **Insured** or any Director or **Employee** of the **Insured**

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth in the Evidence of Insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man the circumstances of which may be the subject of indemnity under this Master Policy.

Provided always that the **Insurers** shall not be liable:

- (a) for the payment of any fine or penalty.
- (b) where the prosecution results from a deliberate Management decision, act or omission.

4) Court Attendance.

In the event of any of the undermentioned persons attending court as a witness at the request of the **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Master Policy the **Insurers** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- (a) any director or partner of the **Insured**
GBP 500
- (b) any **Employee**
GBP 250

5) Corporate Manslaughter Legal Defence Costs Extension.

Subject to the written consent and the control of the **Insurers** and subject to all other Conditions and Exclusions applicable to this Master Policy, the indemnity provided under this Master Policy is extended to indemnify the **Insured** and, if the **Insured** so requests, any person employed or director or partner of the **Insured**, in respect of legal costs incurred in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the **Business**.

The maximum amount payable under this Extension shall not exceed GBP 1,000,000 in all during any one Period of Insurance.

This extension shall not apply:

- a) to fines or penalties of any kind or the costs of implementing any remedial order or publicity order.
- b) where indemnity is provided by any other insurance.

General Exclusions

The Insurers shall not be liable under this Master Policy for:

- 1) **Bodily Injury** or loss of or damage to **Property** directly or indirectly occasioned by, happening through or in consequence of 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.
- 2) **Bodily Injury** or loss of or damage to **Property** directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the **Insured** by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) punitive or exemplary damages.
- 5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) **Bodily Injury** sustained by an **Employee** which arises out of and in the course of his employment or engagement by the **Insured**.
- 7) **Bodily Injury** or loss of or damage to **Property** directly or indirectly caused by or contributed to by or arising from horse racing, point to point racing, steeplechasing or team chasing other than:
 - (a) Endurance Riding.
 - (b) Official Pony Club Race Days and Training Days.
- 8) any claim arising from circumstances known to the **Insured** prior to the commencement of the **Insured's** coverage under this Master Policy.
- 9) **Bodily Injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.
- 10) **Bodily Injury**, loss, damage, cost or expense of whatsoever nature 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.

11)

- (i) damages, direct or consequential, on account of **Bodily Injury, Property** damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- (ii) 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
- (iii) 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, resulting from, or in any way related to 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 purposes of this exclusion, "**Bodily Injury**" shall include mental anguish, mental injury and/or emotional distress.

12) any claim 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.

13) legal liability for loss, damage, liability or expense caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

14) any claim or any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Insurers** 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.

General Conditions

- 1) The **Insured** shall:
 - (a) give immediate notice to the **Insurers** in writing of anything which may give rise to a claim being made against the **Insured** and for which there may be liability under this Master Policy.
 - (b) advise the **Insurers** in writing immediately if the **Insured** has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The **Insured** shall provide the **Insurers** with such particulars and information as the **Insurers** may require and shall forward to the **Insurers** immediately on receipt every letter, writ, summons and process. The **Insurers** shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the **Insured** shall give all information and assistance required.
- 2) No admission of liability or offer, promise or payment shall be made without the written consent of the **Insurers**.
- 4) The **Insurers** may at any time at their sole discretion pay to the **Insured** the maximum sum payable under this Master Policy or any lesser sums for which any claim or claims can be settled and the **Insurers** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the **Insured** to pay a sum in excess of the Limit of Indemnity the **Insurers'** liability for such costs and expenses shall not exceed an amount being in the same proportion as the **Insurers'** payment to the **Insured** bears to the total payment made by or on behalf of the **Insured** in settlement of the claim or claims.
- 5) The **Insured** shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to 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.
- 6) If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, the liability of the **Insurers** shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Forestry Commission or Ministry of Defence as provided for under Extension 3 or Landowners or Owners of Stabling only as provided for under Extension 4 to the Public Liability Section.
- 7) Any fraud, misstatement or concealment by an **Insured** in relation to any matter affecting coverage or in connection with the making of a claim hereunder shall render this Master Policy in respect of such **Insured** null and void and all claims in respect of such **Insured** shall be forfeited.
- 8) The **Insurers** will treat each party termed the "**Insured**" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the **Insurers** to pay any amount in respect of any one claim or during the Period of Coverage set forth in the Evidence of Insurance/ Insurance Product Information Document in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 9) In respect of the Public and Products Liability Sections hereof only the **Insured** shall give the **Insurers** notice in writing of any alteration which materially affects the risk as soon as reasonably practicable.
- 10) Any person granted indemnity under this Master Policy shall as though he were the **Insured** observe fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.

Claims Notification

In accordance with General Conditions 1 and 2, In the event of a claim or possible claim under the Master Policy the **Insured** must immediately notify Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW Telephone 01234 311248.

THE INSURED 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 Master Policy wording may invalidate the Master Policy.

Identity of Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

www.libertyspecialtymarkets.com

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 (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower

Harbour Exchange
London, E14 9SR
Tel: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk

To confirm whether you are eligible to ask the FOS to review your complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm.

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>

Compensation

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.

Privacy 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.

Important Notice – Information we need to know about

This Policy is a contract between **You** and the **Insurers**. Please read the whole document carefully as it is important that:

- **You** are clear on what is covered and what is not covered under the Policy
- **You** understand **Your** own duties under the Policy

Please contact **Your** broker immediately if this document is not correct or if you have any questions regarding the cover provided.

Duty of fair presentation

(1) Before this insurance contract is entered into, the **Insured** must make a fair presentation of the risk to the **Insurers**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:

- (a) Disclose to the **Insurers** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurers** sufficient information to put a prudent **Insurer** on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent **Insurer** as to whether to accept the risk, or the terms of the insurance (including premium); and
- (b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
- (c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

(2) For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:

- (a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- (b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
- (c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurers** expect that the **Insured** will have included them in its enquiries, and that the **Insured** will inform the **Insurers** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

The above is a summary of Policy No: B1161D1966947

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