



WORLD HORSE WELFARE
MEMBERS POLICY
POLICY WORDING



Specially arranged by SEIB Insurance Brokers Limited

CALL 0345 450 7884

www.seib.co.uk



South Essex House, North Road, South Ockendon, Essex RM15 5BE
SEIB Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority.
(Local call charges apply)

SEIB
INSURANCE BROKERS.

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About Your Policy

This Policy has been produced by Pen Underwriting Limited, a Managing General Agent of the Insurers stated in The Schedule. The Insurers have delegated authority to Pen Underwriting Limited to underwrite Insurance for You on their behalf. This Policy is arranged by SEIB Insurance Brokers Limited who are an insurance intermediary. The language of this Policy and all related communications will be in English.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the insurer(s) stated in the Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on the Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will pay a valid claim to You subject to the terms contained in or endorsed on the Policy

Each Section may include terms, Definitions, Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Policy and varies the insurance provided.

The Schedule or Appendix and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms, conditions, limits and exclusions including Endorsements which may require You to take action.

Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that

- You understand what the Policy covers and does not cover;
- You understand Your own duties.

Please contact SEIB Insurance Brokers Limited immediately if this document is not correct or if You would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers.

If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may

regard the Policy as if it never existed and are not required to return any paid Premium to You.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

- 1) Insurers may regard the Policy as if it never existed if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy).
- 2) If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
- 3) If the Insurers would have entered into the Policy but would have charged a higher premium, the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2) above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory
Tom Downey



Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales.
Company Number: 5172311.

Complaints

It is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases, SEIB Insurance Brokers Limited (as per the contact details below) will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively, You can complain to Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
SEIB Insurance Brokers Limited
South Essex House
North Road
South Ockendon
RM15 5BE

Telephone: 0170 885 0000
Email: enquiries@seib.co.uk

Address:

Pen Underwriting Limited
Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer. Contact details can be found in the Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
London E14 9SRR

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

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

You can visit the website at www.fscs.org.uk

The Law that governs this Policy

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection Notice - Pen Underwriting Limited

We are the data controller of any personal data You provide to Us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop Our products and services and to comply with Our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, Our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, Our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see Our Privacy Notice for further information on how Your personal data is used, shared, disclosed and retained, Your rights in relation to Your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to Our Privacy Notice and these may in turn affect the way we use and handle Your data. Please ensure You review Our Privacy Notice periodically to ensure You are aware of any changes.

If You are entering into this agreement in the course of Your business, or as a charity, for charitable purposes and providing information on other individuals to Us, for example Your employees and/or any other party that would be covered under the insurance policy We may be placing or services we may provide to You, You shall ensure that individuals whose personal data You are providing to Us have been provided with fair processing notices that are sufficient in scope and purpose, and that You have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to Us and enable Us to use the personal data and process the personal data for the purposes of this agreement and as set forth in Our Privacy Notice. You must not share personal data with Us that is not necessary for Us to offer, provide or administer Our services to You.

Data Protection Notice - SEIB Insurance Brokers Limited

Your privacy is important to SEIB Insurance Brokers Limited. SEIB Insurance Brokers will process Your personal data in accordance with the applicable data protection law.

SEIB Insurance Brokers Limited is the data controller in respect of any personal data which You provide to SEIB Insurance Brokers or which SEIB Insurance Brokers hold about You and any personal data which is processed in connection with the services SEIB Insurance Brokers provide to You.

Where You provide SEIB Insurance Brokers with personal data about a person other than yourself (such as a dependent or named person under a policy), You must inform them that You are providing their personal data to SEIB Insurance Brokers and will refer them to this notice.

To provide SEIB Insurance Brokers insurance related services, SEIB Insurance Brokers will collect and process Your personal data such as Your name, contact details, financial information and any information which is relevant to the insurance policy SEIB Insurance Brokers are providing. In order to provide Your insurance policy or when making a claim, SEIB Insurance Brokers may also need to collect or process 'special categories of personal data' such as information relating to Your health or criminal convictions or information which is likely to reveal Your religious beliefs.

SEIB Insurance Brokers process Your personal data for the purposes of offering and carrying out insurance related services to You or to an organisation or other persons which You represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing SEIB Insurance Brokers services will involve sharing Your personal data with, and obtaining information about You from SEIB Insurance Brokers group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, SEIB Insurance Brokers service providers and professional advisors or business partners and SEIB Insurance Brokers regulators. In some circumstances SEIB Insurance Brokers may transfer Your personal data to countries outside of the European Economic Area. SEIB Insurance Brokers will put appropriate safeguards in place to ensure that Your personal data is protected.

SEIB Insurance Brokers may market SEIB Insurance Brokers services to You or provide Your personal data to SEIB Insurance Brokers related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB Insurance Brokers.

Fraud Prevention

SEIB Insurance Brokers need to carry out fraud and anti-money laundering checks. This will involve sharing Your personal data (such as Your name, contact details and financial information) with credit reference and

fraud prevention organisations such as the Claims and Underwriting Exchange.

If You make a claim:

SEIB Insurance Brokers will share Your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB Insurance Brokers may appoint loss adjusters or external investigation services to act on SEIB Insurance Brokers behalf.

If false or inaccurate information is provided and fraud is identified, Your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange and the Insurance Fraud Register run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, SEIB Insurance Brokers may need to process Your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how Your personal data is used and Your rights in relation to Your personal data please refer to SEIB Insurance Brokers Privacy Policy at <http://www.seib.co.uk/about-us/privacy-policy> or contact SEIB Insurance Brokers Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – We employ staff and engage service providers who are experts in their field

No-nonsense – We apply a flexible and proactive approach to the claims process

To report a claim please contact:

SEIB Insurance Brokers Limited
Equine
c/o Markel International Insurance Company
20 Fenchurch Street
London EC3M 3AZ

Telephone: 0345 873 4907

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos

Bodily Injury

means physical injury including death, illness and disease

Company/Our/Us/We

means insurers whose identity is stated in the Identity of Insurers in the Schedule

Damage

means physical loss or destruction of or damage to Property

Electronic Data

means facts, concepts and information converted to a form useable for communications, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed person
 - c) person hired to or borrowed by You
 - d) person engaged under a work experience, youth training, study, exchange or similar scheme
 - e) voluntary helper

under Your control and supervision while working for You in connection with Your Equine Activities

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy

Equine Excluded Activities

means Equine Excluded Activities stated in the Schedule

Equine Activities

means Your Equine Activities as stated in the Schedule

Event

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

Excess

means the first amount payable by You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

All claims or series of claims arising out of any one Event, will be treated as one claim

Family

means all descendants of a common ancestor, all household members or any step children

Horse

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

Horse Drawn Vehicle

means any non-motorised carriage, cart, wagon or wheeled attachment which is designed to be pulled behind a Horse excluding caravans, trailer tents, catering trailers, exhibition trailers or items of machinery

Horse Groom

means any person who is not a Professional Groom

Insured/You/Your

means the person or corporate body or organisation detailed in the Schedule

Member

means a person holding an individual champion plus, junior champion plus, champion plus with veterinary or Family membership of World Horse Welfare

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Policy

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, clauses, exclusions and certificates

Professional Groom

means any person undertaking equine grooming services where the grooming services provided are the occupation of such a person

Pollution or Contamination

means

- 1) pollution or contamination of Buildings or structures or of water or land/or the atmosphere

and

- 2) all loss, Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Product Supplied

means any product or thing (including containers, packaging, or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by You in the course of Your Equine Activities in or from the Territorial Limits

Property

means material property

Schedule

means the document stating the operative Section(s) You have chosen the Period of Insurance Limit of Liability and Insurance provided under the Sections

Section(s)

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

System

means computers, other computing and electronic equipment linked to a computer, hardware, software programs, data, electronic data processing equipment,

Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and/or to put the public or any section of the public in fear

Territorial Limits

means United Kingdom Channel Islands and the Isle of Man including up to a maximum of 90 days in all elsewhere in the world during the Period of Insurance.

Virus

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

World Horse Welfare

means The Council of World Horse Welfare

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your World Horse Welfare membership ceases
- 3) the risk of Damage, accident, or Bodily Injury is materially increased unless We state otherwise in writing

Fraudulent Claims

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Damage be occasioned by the wilful act or with Your connivance, We may terminate this Policy with effect from the date of the fraudulent or wilful act and We shall not

be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act, event, claim, or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation, whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser or Us, instructing cancellation and returning all documentation to Your insurance advisor. We will refund the full amount of any premium paid by You.

If a claim has been made, or an incident notified to Us that could give rise to a claim during the 'cooling off' period, that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first, or any subsequent renewal of this Policy.

- 2) Our rights

We may cancel this Policy at any time by providing 30 days notice of cancellation by recorded delivery letter to You.

- 3) Return of premium

If this Policy is cancelled under the terms of 2) above and during the current Period of Insurance there have been no:

- a) claims made under this Policy for which We have made a payment
- b) claims made under this Policy which are still under consideration
- c) events likely to give rise to a claim but yet to be reported to Us

then We shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance, subject to the retention by Us of any minimum and deposit premium under this Policy.

- 4) If You have made no payment in consideration of this Policy and then You fail to put this right when We ask You by sending You seven days written notice to Your last known address, then the policy will be not taken up and will be treated as if it had never existed.

- 5) Certificate of Insurance

If this Policy is cancelled, You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

Claims (Action to be taken by You)

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) provide all additional information We may require within the time stipulated by Us
- 3) forward unanswered to Us immediately they are received every claim form, summons, or other originating process, or any letter of claim or other written notification of claim and all documents relating thereto
- 4) give immediate notice in writing to Us of any impending prosecution, inquest, or fatal accident inquiry
- 5) at all times and in addition to the obligations set out above, forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 6) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim, or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

If at the time of any claim there is any other valid insurance which entitles You to an indemnity, or would have entitled You to an indemnity if this policy did not exist, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance

Claims (Discharge of Liability)

We may at any time at Our sole discretion pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible, incurred prior to such payment, provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable, Our liability for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name, before or after any payment is made by Us

Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain everything used in Your Equine Activities in proper repair
- 3) to comply with all statutory and other obligations and regulations imposed by any authority
- 4) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Assignment

You shall not assign any of the rights or benefits under this Policy without Our prior written consent We will not be bound to accept or be affected by any notice of trust, charge, lien, or purported assignment or other dealing with or relating to this Policy

Members Personal Liability Policy Coverage

Section Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance within the Territorial Limits in connection with Your Equine Activities

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Section in the Schedule
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Section will be payable within the Limit of Liability applicable

Section Extensions

The terms, Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions, the Section Limit of Liability applies

Authorised Users

We shall provide indemnity to any person given permission by the Insured to use the Insured's Horse while used in the presence of the Insured

Provided always that such person shall act as though they were the Insured, observe, fulfil and be subject to the terms, Conditions, limitations and Exclusions of this Policy and Schedule

Cross Liabilities

If the Insured comprises of more than one party, We will under this Section provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them, provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule, regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission, causing or relating to any Event

- 2) other costs and expenses incurred with Our written consent in relation to any matter

Horse Groom

We shall provide indemnity against any Horse Groom who is engaged by You for legal liability to pay damages including claimants costs recoverable as a result of Bodily Injury or Damage to Property that occurs whilst undertaking or conducting such work on Your behalf in relation to a Horse belonging to or in the physical care, custody, or control of You

This Extension does not apply to a Professional Groom

Members Personal Liability Policy Exclusions

We shall not provide indemnity against liability

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| <ul style="list-style-type: none"> 1) arising out of Equine Excluded Activities stated in the Schedule 2) arising out of Bodily Injury to any member of Your Family or household 3) arising out of the loss of or Damage to Property belonging to You or in Your care, custody, or control, or in the care, custody, or control of any member of Your Family or person in Your service other than a Horse Groom engaged by You 4) arising out of any profession, occupation, or business of You or Your Family 5) arising from the use of a Horse or a Horse Drawn Vehicle for hire or reward 6) for any claim arising from circumstances known to You prior to the commencement of Your coverage under this insurance 7) caused by or arising from any deliberate act or omission, by or on behalf of You and which could reasonably have been expected to be known by You, having regard to the nature and circumstances of such act or omission 8) caused by or arising from advice, design, or specification which You have provided 9) arising out of the business activities of The World Horse Welfare or any other organisation 10) arising out of the activities of a Professional Groom 11) arising out of the activities of a qualified horse instructor 12) arising out of events organised by You or on Your behalf 13) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Equine Activities 14) caused by or arising out of Asbestos or materials containing Asbestos 15) in respect of mental injury, mental anguish, shock, or fear of suffering death, Bodily Injury, illness, or disease arising out of the actual, alleged, or suspected presence or release of Asbestos, or exposure to or inhalation of Asbestos 16) for the costs of management, including those of any persons under any statutory duty to manage removal, mitigation, remediation, repair, alteration, recall, rectification, replacement, or reinstatement of any property or part thereof arising out of the presence of Asbestos | <ul style="list-style-type: none"> 17) caused by or arising out of Terrorism 18) caused by or arising from the ownership or possession or use by You or on Your behalf of any <ul style="list-style-type: none"> 18.1) aircraft or aerospace device or hovercraft 18.2) watercraft 18.3) mechanically propelled vehicle 19) caused by or arising from any Product Supplied 20) arising out of an assumption by You of an agreement or contract, unless the sole conduct and control of claims is vested in Us, but We will not in any Event provide indemnity in respect of liquidated, punitive or exemplary damages, or liability under any penalty clause 21) the Excess amount stated in the Schedule 22) in respect of Pollution or Contamination occurring <ul style="list-style-type: none"> 22.1) within the United States of America or Canada 22.2) elsewhere than within the United States of America or Canada, unless caused by a sudden Identifiable, unintended and unexpected Event, which takes place in its entirety at a specific time and place during the Period of Insurance <p>provided that</p> <p>in respect of any liability for which indemnity is not excluded under Exclusions 22.1) or 22.2) above</p> <ul style="list-style-type: none"> a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place b) the liability for all damages under this Section payable in respect of all Pollution or Contamination, which is deemed to have occurred during any one Period of Insurance, shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections <ul style="list-style-type: none"> 23) for punitive, exemplary, or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages 24) War and similar risks <p>We shall not provide indemnity under this Policy in respect of any</p> <ul style="list-style-type: none"> 1) Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss |
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2) legal liability of whatsoever nature, directly or indirectly caused by, or contributed to, by, or arising from, any of the following, regardless of any other cause or Event contributing concurrently, or in any sequence to the Damage, cost, expense, or liability

2.1) war, invasion, act(s) of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of, or amounting to, an uprising, military, or usurped power, or confiscation, or nationalization, or requisition by, or under the order of any government or public or local authority

2.2) any action taken in controlling, preventing, suppressing, or in any way relating to 2.1) above

25) Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

Damage to any Property whatsoever, or any loss, cost, or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss

legal liability of whatsoever nature, directly or indirectly caused by, or contributed to, by, or arising from

1) ionising radiations, or contamination by radioactivity, from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel

2) the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any nuclear installation, reactor, or other nuclear assembly, or nuclear component thereof

3) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter

4) the radioactive, toxic, explosive, or other hazardous or contaminating properties, of any radioactive matter, but the exclusion in this paragraph shall not extend to radioactive isotopes, other than nuclear fuel when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes

5) any chemical, biological, biochemical, or electromagnetic weapon

26) Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction

under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this policy.

To comply with Sanctions, Pen cannot place, provide insurance cover or make any payment in circumstances where it would be considered a breach of Sanctions. We may be required to take actions such as freezing the funds of parties subject to Sanctions; not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions. Pen reserves the right to take steps to comply with Sanctions and we will not be liable to You for this or for similar steps taken by third parties.

27) Loss of Electronic Data

We shall not provide indemnity under this Policy in respect of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

28) Cyber Exclusion

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

- 1) the use of, or inability to use;
- 2) any error or omission relating to the use of; or
- 3) any hoax or threat relating to the use of;

any application, process or software

