

# World Horse Welfare Members Policy.

## Policy Wording



Specially arranged by SEIB Insurance Brokers Limited.

**Call 0345 450 7884**

**[www.seib.co.uk](http://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.

Over 50 years of excellent service

# SEIB INSURANCE BROKERS LIMITED

# WORLD HORSE WELFARE MEMBERS POLICY

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## ABOUT YOUR POLICY

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 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, Insurer's remedy shall depend upon what Insurers would have done if **You** had complied with the duty of fair presentation:

- 1) Insurer's 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 Insurers so require.
- 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.

## Identity of Insurer

Markel International Insurance Company Limited (Markel).

Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202570. The company is registered in England and Wales No: 00966670. Registered address, 20 Fenchurch Street, London EC3M 3AZ.

## Complaints

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for **Our** customers. If **You** are dissatisfied or have any complaints about **Your Policy** or the handling of a claim **You** should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone: +44 (0)20 7953 6020

By email: [complaints@markel.com](mailto:complaints@markel.com)

By writing to: Legal, Regulatory & Compliance  
Markel International Insurance  
Company Limited  
20 Fenchurch Street  
London  
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **Our** best endeavours to comply with the timeframes set out below.

A complaint received by Markel (whether by letter, facsimile, email, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

- Complaints will be acknowledged in writing no later than five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
- **We** will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why **We** are not yet in a position to resolve matters.
- By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
- When **We** issue **Our** final response **We** will include a copy of a leaflet published by Financial Ombudsman Service ('FOS').

The FOS operates a dispute resolution facility for consumers, micro-enterprises, small businesses, small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If **You** do not refer **Your** complaint in time, the Ombudsman may not have **Our** permission to consider the complaint and will only be able to do so in very limited circumstances. For example if the Ombudsman believes that the delay was as a result of exceptional circumstances.

## Financial Ombudsman Service (FOS)

Alternatively, should **You** remain dissatisfied with the final response, **You** may, if eligible, refer **Your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The FOS's contact details are as follows:

Address: Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 0234 567 (landline)  
0300 123 9 123 (mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **We** are unable to meet **Our** obligations to **You** under this insurance.

If **You** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## 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.

## Markel's Data Privacy Notice: Your Data

Markel are committed to protecting **Your** privacy. Insurance involves the use and disclosure of **Your** personal data to various insurance participants such as intermediaries, insurers and reinsurers. If **You** would like to know how Markel deals with any personal data **You** have provided **Us**, please contact **Your** Agent or Broker who will provide **You** with **Our** contact details. Alternatively, please visit **Our** privacy page at: [www.markelinternational.com/foot/privacy-policy](http://www.markelinternational.com/foot/privacy-policy)

## 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 [www.seib.co.uk/about-us/privacy-policy](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](mailto:dataprotection@seib.co.uk)

## How to make a claim

**We** understand that claims form a critical component of **Our** offering 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.

## Notice of claims should be given to SEIB Insurance Brokers Ltd:

By telephone: 0345 873 4907

By email: [claims@seib.co.uk](mailto:claims@seib.co.uk)

By writing to: SEIB Insurance Brokers Limited  
South Essex House  
North Road  
South Ockendon  
Essex  
RM15 5BE

## 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 clause and 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 usable 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 the spouse and other relatives permanently living with the **Member**.

### **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 **Period of Insurance**, Limit of Liability and Insurance provided.

**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.

**Territorial Limits**

Means United Kingdom, Channel Islands and the Isle of Man including up to a maximum of 30 days in all elsewhere in the world during the **Period of Insurance** but excluding the United States of America and Canada.

**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.

**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 and Wilful Acts

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 **You** cancel this insurance during the 'cooling off' period.

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.

### 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 notice to SEIB Insurance Brokers Limited as soon as possible of any circumstance which may give rise to a claim under this **Policy** with full particulars of such circumstance – please see 'How to make a claim' on page 6 for contact details.
- 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

### Cover

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

- 1) **Bodily Injury** to any person.
- 2) **Damage** to third party **Property**.

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

Cover is provided only if **You** are domiciled in the United Kingdom, the Channel Islands or the Isle of Man.

### 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 in the **Schedule**.
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided will be payable within the Limit of Liability applicable.

### Extensions

The terms, Conditions and Exclusions of this **Policy** apply to these Extensions and where no limit or maximum liability is stated in the Extensions, the 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 Extension 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 **You** or in **Your** physical care, custody or control.

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

This Extension does not apply to a **Professional Groom**.

## MEMBERS PERSONAL LIABILITY POLICY EXCLUSIONS

**We** shall not provide indemnity against liability:

- 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**.
- 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**.
- 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
  - 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
  - 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**.

provided that:

in respect of any liability for which indemnity is not excluded under Exclusions 22.1) or 22.2) above

- a) all **Pollution or Contamination** which arises out of one **Event** shall be deemed to have occurred at the time such **Event** takes place.
  - b) the liability for all damages 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.
- 23) for punitive, exemplary, or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.
- 24) War and similar risks.

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

- 1) **Damage** to any **Property** whatsoever, or any loss, cost or expense whatsoever, resulting or arising therefrom, or any consequential or inevitable loss.
- 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 nationalisation, 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) Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Markel 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, **We** cannot place, provide insurance cover or make any payment in circumstances where it would be a 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 **We** deal with, such as financial institutions, may also apply their own policies or restrictions. **We** reserve 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.

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