The Pony Club –
Members Liability Insurance

Issued to The Pony Club to cover each Member of The Pony Club during the Period of Insurance.
The Pony Club Members Liability Insurance

Scheme

Period of Coverage: From the date an individual becomes a member of The Pony Club until 1st July 2021 at 00.01 Greenwich Mean Time.

As a Member of The Pony Club, you receive The Pony Club Members Liability Insurance. This document gives you details about the cover you have. This cover is part of a Master Policy and the scheme is administered on behalf of The Pony Club by Howden Insurance Brokers Limited (Howden). If you have any queries relating to this policy or would like details about the Master Policy please contact:

Howden Insurance Brokers Limited
One Creechurch Place
London
EC3A 5AF
Telephone: +44 (0)207 133 1387
E-mail: info.equine@howdengroup.com

Claims Procedure

If any incident occurs which could result in a claim, you must immediately contact us via Howden who will be able to advise you.

Please refer to Policy Condition 1 on Page 10 for full details of the claims procedure and conditions.

Policy Information

Not forming part of this Insurance policy

This policy has been prepared in accordance with the instructions of the Master Policy Holder. Please read this explanation of cover carefully to ensure that it meets your requirements and that you understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if any correction is necessary.

This policy consists of:

- Definitions which define particular words and expressions that apply to the whole of this policy or where specifically stated within a Section as applying to that Section;
- the Policy Cover section of the policy which gives precise details of the cover being provided;
- the Policy Extensions, Policy Exclusions and Policy Conditions of cover applying to the whole of this policy;
- the Further Information section which provides details of what to do should you not be entirely satisfied with the service you have been provided;
- any Endorsement(s) which might apply to the policy or individual Sections and which incorporate cover and amendments extensions limitations and such like.
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Definitions

These definitions are applicable to the whole policy wherever these words appear in bold.

**Bodily Injury**
n injury, illness, disease or nervous shock.

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

**Legal Costs** means:
1. costs of legal representation at:
   a. any Coroner’s Inquest or Fatal Accident Inquiry;
   b. proceedings in any court arising out of any alleged breach of statutory duty;
2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with our consent.

**Limit of Liability**
The most we will pay for any one claim, or for all claims arising out of one original cause.

**Master Policy Holder**
The Pony Club.

**Member**
(a) any Member of The Pony Club who has paid his/her Membership subscription to The Pony Club;

(b) any person given temporary membership of The Pony Club when 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 Pony Club District Commissioner;

(f) any person attending a Pony Club Parents’ Course.

**Period of Coverage**
The time for which this insurance is in place. This starts from the beginning of your Pony Club membership or your membership renewal date and ends on 30 June. The policy is then renewed on 1 July and a new Period of Coverage begins.

**Pollution**
The actual or threatened discharge, seepage, migration of any pollutant, pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and all loss or damage or bodily injury caused by such pollution contamination.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

**Property**
material Property.

**Territorial Limits**
means the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland.
We/Us/Our
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.

You/Your
Any Member of The Pony Club.
Limit of Liability and Excess

**Limit of Liability**
£2,000,000 any one claim.

This is the most we will pay under any one claim, or any claims connected to the same cause.

Please note this has been increased to £30,000,000 by an excess of loss policy with Sompo International Insurance (Europe) SA and Chubb Europe, which follow the same wording as this and the Master Policy.

**Excess**
£250.00 each claim.

You must pay the first part of every claim, up to £250.00.

The limit of liability and excess remain the same, irrespective of:

a. the number of parties and/or entities entitled to cover;

b. the number of claimants.

The amount we are liable to pay under this policy including all Extensions and legal costs and expenses in respect of any one occurrence shall not exceed the limit of liability stated above.
Policy Cover

We will cover you subject to the terms, exclusions, conditions, Endorsements, and limit of liability of this policy.

1. against legal liability for damages and claimant’s costs and expenses in respect of:
   a. accidental injury sustained by any person;
   b. accidental damage to property;

   happening within the territorial limits during the period of coverage and as a result of your:
   (i) use; and/or
   (ii) ownership; and/or
   (iii) control of a horse or horse drawn vehicle and/or
   (iv) the direct participation of the Member in other horse related activities

2. in respect of legal costs incurred with our written consent in connection with any occurrence which is or may be the subject of cover under 1 above.

Policy Extensions

1. Authorised Users’
   This Section extends to cover in like manner to you any person given permission by you to use your horse or horse drawn vehicle or a horse or horse drawn vehicle normally in your custody whilst using such horse or horse drawn vehicle only subject always to General Condition 6- Non- Contribution Clause.

2. Grooms
   This Section extends to cover in like manner to you any groom working for you for legal liability arising out of the groom’s work.
We will not cover you for any:

1. **Family Members**
   - **Bodily injury** to any member of your family or household.

2. **Contractual Liability**
   - Liability which is assumed by you by an agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached to you in the absence of such agreement.

3. **Pollution Contamination**
   - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any **pollution**, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

4. **Vehicles**
   - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with the ownership, possession or use under your or any employee’s control of:
     - (a) any mechanically propelled vehicle, but we will cover you in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and you are not entitled to cover under any other insurance 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).

5. **Hazardous Material**
   - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by 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.

6. **Property in Your Care Custody or Control**
   - Loss of or damage to **property** belonging to or in your care, custody or control, or that of your family, household or person in your service.

7. **Chemical Biological or Nuclear**
   - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any:
     - (i) nuclear reaction, nuclear radiation or radioactive contamination;
     - (ii) biological or chemical contamination.

8. **Punitive and Exemplary Damages**
   - Punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

9. **Excess**
   - Claim for the amount of the excess stated in the Policy.

10. **Racing**
    - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with any horse racing, point to point racing, steeplechasing or team chasing other than:
     - (a) Endurance Riding.
     - (b) Official Pony Club Race Days and Training Days.

11. **Asbestos**
    - **Bodily injury**, or loss of or damage to **property** or any cost or expense of whatsoever nature in any way caused by or in connection with the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos or other materials, which you know, or have reason to suspect, contains asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
12. Terrorism

**Bodily injury, or loss of or damage to property**
or any cost or expense of whatsoever nature in
any way caused by or in connection with any act
of terrorism.

For the purpose of this exclusion 12, act of
terrorism means any act or preparation in respect
of action or threat of action designed to influence
the existing government of any nation or any
political division of such nation or in pursuit of
political, religious, ideological or similar purposes
to intimidate the public or a section of the public
of any nation by any person or group whether
acting alone or on behalf of or in connection with
any organisation or government and which:

i. involves violence against one or more
persons;

ii. involves damage to property;

iii. endangers life other than that of the person
committing the action

iv. creates a risk to health or safety of the public
or a section of the public;

v. is designed to interfere with or to disrupt an
electronic system;

And/or

any action in controlling, preventing, suppressing,
retaliating against or responding to any act or
preparation in respect of action or threat of action
described in a) above.

13. Cyber

**Loss, damage, liability, claim, cost, fee or
expense caused by:**

i. the use of, or inability to use;

ii. any error or omission relating to the use of; or

iii. any hoax or threat relating to the use of;

any application, process or software.

14. Mould and Fungus

**Bodily injury, or loss of or damage to property**
or any cost or expense of whatsoever nature in
any way caused by or in connection with any Fungal Pathogens, whether or not there
is another cause of loss which may have
contributed concurrently or in any sequence to a
loss.

For the purpose of this exclusion “Fungal
Pathogens” means any fungus or mycota or any
by-product or type of infestation produced by
such fungus or mycota including but not limited
to mould, mildew, mycotoxins, spores or any
biogenic aerosis.

15. War

**Bodily injury, or loss of or damage to property**
or any cost or expense of whatsoever nature in
any way caused by or in connection with any
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.

16. Hire or Reward

**Bodily injury, or loss of or damage to property**
or any cost or expense of whatsoever nature in
any way caused by or in connection with the
use of a horse or horse drawn vehicle for hire or
reward.

17. Known Incidents

Claim arising from circumstances known to **you**
prior to the commencement of **your** coverage
under this Master Policy.

18. Personal Data Breach

Claim in any way caused by or connected to any
Personal Data breach by virtue of (i) material
or non-material damage under Article 82 of
the General Data Protection Regulation; or (ii)
Data Protection Act 2018 Sections 168 and 169;
or (iii) any other equivalent local legislation of
substantially similar intent.

19. Trade or Profession

**Bodily injury, or loss of or damage to property**
or any cost or expense of whatsoever nature in
any way caused by or in connection with your
profession, occupation or business. This
Exclusion does not apply in respect of grooms
working for **you** as provided for in Policy
Extension 2.
Policy Conditions

The following conditions apply and you must comply with these conditions to have the full benefit of this policy:

1. Claims procedure
   You shall give us notice as soon as reasonably practicable of any occurrence, loss or legal proceedings that may give rise to a claim under this policy.
   
   You shall also give all such additional information as we may require and co-operate with us or our appointed agents during each stage of any claim.
   
   You shall not admit liability or make any offer or promise of payment without our prior written consent.
   
   Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to us immediately after they are received.
   
   We shall be entitled either before or after any payment is made by us under this policy to take over at our own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in your name and on your behalf.
   
   You must not destroy any evidence, plant or other property relating to an occurrence, loss or legal proceedings that may give rise to a claim under this policy.
   
   You shall keep adequate records and shall give such information and assistance as we may reasonably require to substantiate a claim or deal with a third party claim.
   
   Claims correspondence notification address:

   Ben Evans
   Howden Insurance Brokers Limited
   Woodlands,
   Manton Lane,
   Bedford,
   MK41 7LW
   Tel: 01234 408 610

2. Discharge of Liability
   We may at any time pay to you the limit of liability or any lesser sums for which any claim or claims can be settled and we shall not be under any further obligation other than the payment of costs and expenses of litigation incurred prior to such payment.

   In the event of a claim or series of claims resulting in your liability to pay a sum above the limit of liability then we will only cover those costs and expenses in the same proportion as our payment to you bears to the total payment made by or on your behalf in settlement of the claim or claims.

3. Subrogation
   We may take any action we consider necessary to enforce your rights and our rights under the policy. Under this policy we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense, either before or after any payment is made by us under this policy.

4. Fraud
   If you make a fraudulent claim under this policy, we:
   
   a) are not liable to pay the claim; and
   
   b) may recover from you any sums paid by us to you in respect of the claim; and
   
   c) may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

   If we exercise our rights under this Condition 4.c) above:
   
   1. we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
   
   2. we need not return any of the premium paid.
This condition will only apply to you as an individual and not the entire group if the fraud was perpetrated by you and not the Master Policy Holder.

5. Comply with Policy Terms
Any person granted cover under the Master Policy shall as though they were the policyholder observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.

6. Non-Contribution Clause
If any claim covered by this policy is also covered in whole or in part by any other insurance, our liability shall apply as excess of, and not as contributory with, such other insurance.

7. Precautions and Reasonable Care
You shall take all reasonable precautions:
   a. for the safety of and to avoid, prevent or minimise any damage to property;
   b. to avoid, prevent or minimise any bodily injury to others or damage to their property;
which might give rise to a claim under this policy.

You shall also:
   a. comply with all statutory and other obligations and regulations imposed by any authority;
   b. exercise reasonable care in the selection and supervision of grooms and/or anyone representing you or working for you.

8. Termination of Membership
Termination of your membership of The Pony Club from any cause will similarly terminate cover under this policy from the same date.

9. Cross Liabilities
We will treat each member as though a separate Insurance had been issued to each of them, provided that nothing in this Condition shall increase the limit of liability.
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 which is a free and impartial service, who may be contacted at:

**Exchange Tower**
Harbour Exchange
London
E14 9SR
Tel: 0800 023 4567
www.financial-ombudsman.org.uk

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint find out more at www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

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.

Data Protection 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.

Sanctions

We will not provide any benefit under this 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.

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this policy, such dispute shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall have jurisdiction. The premium has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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