

**MEMBER'S EVIDENCE OF INSURANCE**  
Evidence of Public and Products Liability Insurance  
Effected with  
International Insurance Company of Hannover Limited  
By  
National Schools Equestrian Association

National Schools Equestrian Association (the "Master Policy Holder") has arranged a Master Policy with International Insurance Company of Hannover Limited (the "Underwriters") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Insured specified below (the "Insured").

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, conditions, limitations and exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to the National Schools Equestrian Association.

Master Policy No: KB11/A01475

Period of Coverage: From 01<sup>st</sup> October 2011 to 30<sup>th</sup> September 2012 both days inclusive.

### **DEFINITIONS**

For the purpose of this Policy:

1) 'Insured' means

- b) any School Squad affiliated to the NSEA whilst attending/competing at a NSEA event
- c) any individual member of a school squad whilst attending/competing at a NSEA event
- d) the Team Trainer whilst attending/competing at a NSEA event.

Or

- e) if required by Law, the parent or guardian of the said member.
- f) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.

(each such constituent part of the Master Policy Holder being hereafter termed the "Insured")

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

- a) the ownership, repair and maintenance of the Insured's own property
- b) provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
- c) private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

3) 'Injury' means death, bodily injury, illness or disease of or to any person.

4) 'Damage' means loss of possession of or damage to tangible property.

5) 'Pollution' means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

6) 'Defence Costs' mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy

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

### **INSURING CLAUSES**

The Underwriters under the Master Policy agree, subject to the terms, conditions, limitations, exclusions and endorsements set forth therein to indemnify the Insured:-

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

- (a) costs and expenses incurred with the written consent of the Underwriters
- (b) costs and expenses awarded against the Insured or any Director or Employee of the Insured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth herein where the circumstances of the alleged offence may be the subject of indemnity under the Master Policy.

Provided always that the Underwriters shall not be liable:-

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

The indemnity provided by the Master Policy shall apply only to judgements of first instance against the Insured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

## **PUBLIC LIABILITY SECTION**

The Insured is indemnified by the Public Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water happening anywhere in the World during the Period of Coverage set forth herein and arising in the course of the Business only.

### **Scope of Cover**

#### 1) 'Affiliate's Indemnity'

This Insurance provides indemnity to the Insured, in accordance with the Insuring Clauses for Injury to any person or accidental loss of or Damage to property happening during the Period of Insurance set forth in the Schedule and arising whilst the Member is participating or attending an official NSEA activity.

An Affiliate is any school that is a member of the National Schools Equestrian Association.

#### 2) 'Member to Member Indemnity'

This Insurance extends to indemnify any team member/participant in respect of liability, as provided for under optional Extension 1 (Affiliate's Indemnity) above, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Indemnity

## **Exclusions**

The Underwriters shall not indemnify the Insured under the Public Liability Section against liability:-

- 1) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than:-
  - (a) Employees' or visitors' Property
  - (b) any premises including contents which are temporarily occupied by the Insured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:-
  - (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other Policy.
  - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any Products after they have ceased to be in the custody or control of the Insured.
- 4) arising out of Pollution.
- 5) any Bodily Injury or loss of or damage to property that occurs when the Insured is not attending/competing at an NSEA event.

## **Excess**

The Public Liability Section excludes:-

- (i) the first £500 of each and every loss or damage to Property.  
In the event a claim is made against a person other than the NSEA the excess is payable by the person and not by the NSEA.

### **Limit of Indemnity**

The liability of the Underwriters for all damages payable by the Insured under the Public Liability Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000 each Insured.

### **PRODUCTS LIABILITY SECTION**

The Insured is indemnified by the Products Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
  - 2) Accidental loss of or damage to property
- happening anywhere in the World during the Period of Coverage set forth herein and caused by any Products.

### **Exclusions**

The Underwriters shall not indemnify the Insured under the Products Liability Section against liability:-

- 1) in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 2) for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 3) arising out of the recall of any Product or part thereof
- 4) arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 5) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 6) arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 7) arising from the failure of any Product to perform its intended function.

### **Excess**

The Products Liability Section excludes the first £500.- of each and every loss or damage to property.

In the event a claim is made against a person other than the NSEA the excess is payable by the person and not by the NSEA.

### **Limit of Indemnity**

The liability of the Underwriters for all damages payable by the Insured under the Products Liability Section in respect of all claims against the Insured arising out of occurrences happening during the Period of Coverage set forth herein shall not exceed £5,000,000 each Insured.

### **EXTENSIONS TO THE PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS**

- 1) Contractual Liability and Indemnity to Principal  
The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Liability sections, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the Insured with any third party (hereinafter termed the "Principal") so requires:-
  - (a) indemnify the Insured against liability assumed by the Insured
  - (b) indemnify the Principal in like manner to the Insured in respect of the liability of the Principal arising out of the performance by the Insured of such contract or agreement.Provided that:-
  - (a) the conduct and control of claims is vested in the Underwriters.
  - (b) the Principal shall observe, fulfil, and be subject to the terms, conditions, limitations and exclusions of the Master Policy so far as they can apply.
  - (c) the indemnity shall not apply to liquidated damages or under any penalty clause.Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 2) Sudden and Accidental Pollution  
The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Sections, indemnify the Insured against liability in respect of Bodily Injury or loss of or damage to Property caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage set forth herein provided that:-
  - (i) all Pollution arising out of such incident will be deemed to be once occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.
  - (ii) the Underwriters shall not indemnify the Insured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.

(iii) nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

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

The Underwriters under the Master Policy will, subject otherwise to the terms, conditions, limitations and exclusions of the Public and Products Liability Sections, indemnify the Insured against:-

(i) costs and expenses incurred with the written consent of the Underwriters

(ii) costs and expenses awarded against the Insured or any Director or Employee of the Insured

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

Provided always that the Underwriters shall not be liable:-

(a) for the payment of any fine or penalty

(b) where the prosecution results from a deliberate Management decision, act or omission.

4) Court Attendance

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

(a) any director or partner of the Insured

£100.-

(b) any Employee

£ 50.-

### GENERAL EXCLUSIONS

The Underwriters under the Master Policy shall not be liable for:-

1) Bodily Injury of loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.

2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

3) any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

4) punitive or exemplary damages.

5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.

6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured.

7) Bodily Injury of loss of or damage to Property directly or indirectly caused by or contributed to by or arising from Horse racing, point to point racing or steeple chasing.

8) any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under the Master Policy.

9) any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not; or

(b) any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This exclusion applied regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

10) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

11) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

12) (i) damages, direct or consequential on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(ii) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

(iii) any obligation or duty to defend any actions on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.

- 13) any claim arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 14) This policy does not cover any loss or damage which at the time of the happening, was covered by any other insurance policy.
- 15) any liability of the show/event organiser or its sub-contractors.
- 16) This Policy does not apply to or include legal liability which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance

#### **GENERAL CONDITIONS**

- 1) The Insured shall:-
  - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Insured and for which there may be liability under the Master Policy.
  - (b) advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Underwriters.
- 3) The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Underwriters shall apply as excess of, and not as contributory with, such other insurance. This condition shall not apply in respect of Forestry Commission or Ministry of Defence as provided for under Extension 3 or Landowners or Owners of Stabling only as provided for under Extension 4 to the Public Liability Section.
- 6) Any fraud, misstatement or concealment by an Insured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall render the Master Policy in respect of such Insured null and void and all claims in respect of such Insured shall be forfeited.
- 7) The Underwriters will, subject to the terms, conditions, limitations and exclusions of the Master Policy, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 8) The Insured shall give the Underwriters immediate notice in writing of any alternation which materially affects the risk.
- 9) The due observance of the terms, provisions and conditions of the Master Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Underwriters to make any payment thereunder.

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The above is a summary of Policy No KB11/A01475