

## POLICY SUMMARY – PERSONAL LIABILITY INSURANCE EFFECTED BY NSEA

This is a policy summary and does not contain the full terms, exclusions and conditions of the cover, which can be found in master policy no: **KB11/A01475** issued to the National Schools Equestrian Association (NSEA).

This insurance is underwritten by The International Insurance Company of Hannover Limited. A Full Policy wording is available on request to the National Schools Equestrian Association

Parties comprising the Insured – All Affiliates of the NSEA

Period of Coverage: From: 01<sup>th</sup> October 2011,

To: 30<sup>th</sup> September 2012 (both dates inclusive)

**Please note – Termination of membership of NSEA from any cause will similarly terminate cover under the Master Policy from the same date.**

### COVER/SIGNIFICANT FEATURES

#### Significant Definitions

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")

5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

#### Public Liability

Covers the Insured for

- 1) 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, claimants' costs and expenses in respect of accidental Bodily Injury of loss of or damage to Property as defined in the Master Policy.
- 2) 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 happening anywhere in the World during the Period of Coverage and arising out of the Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other Horse related activities.

#### All claims must be bought in European Courts

#### Excess

The first £500 of each and every loss of 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

in respect of any one claim or all claims of a series arising out of one original cause shall not exceed £5,000,000

### EXCLUSIONS/CONDITIONS

#### Significant Exclusions

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

- 1) Bodily Injury to any Employee. (General Exclusion 6, page 4, Member's Evidence of Insurance).
- 2) loss of or damage to Property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household or a person in their service. (Public Liability Exclusion 1, page 2, Member's Evidence of Insurance).
- 3) any liability which is assumed by agreement unless such liability would have attached in the absence of such agreement. (General Exclusion 3, page 4, Member's Evidence of Insurance).
- 4) (i) Horse racing, point to point racing or steeple chasing (General Exclusion 7, page 4, Member's Evidence of Insurance).
- 5) any claim arising from circumstances known to the Insured prior to the commencement of coverage hereunder. (General Exclusion 8, page 4, Member's Evidence of Insurance).
- 6) any act of Terrorism (General Exclusion 10, page 4, Member's Evidence of Insurance).
- 7) hazardous materials, asbestos or materials or products containing asbestos (General Exclusion 11 & 13, page 4, Member's Evidence of Insurance).

- 8) fungus, including but not limited to mildew, mould, spore(s) or allergens (General Exclusion 12, page 4, Member's Evidence of Insurance).
- 9) any loss or damage which at the time of the happening, was covered by any other insurance policy (General Exclusion 14, page 4, Member's Evidence of Insurance)
- 10) any Bodily Injury or loss of or damage to property that occurs when the Insured is not attending/competing at an NSEA event. (Public Liability Exclusion 5, page 2, Member's Evidence of Insurance).
- 11) any liability of the show/event organiser or its sub-contractors (General Exclusion 15, page 4, Member's Evidence of Insurance).
- 12) 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 Exclusion 16, page 4, Member's Evidence of Insurance)

### **Significant Conditions**

- 1) 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 takes such additional precautions as the circumstances may require. (General Condition 4, page 5, Member's Evidence of Insurance).
- 2) 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 (General Condition 5, page 5, Member's Evidence of Insurance).
- 3) 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 (General Condition 7, page 5, Member's Evidence of Insurance).

### **CLAIMS NOTIFICATION**

In the event of a claim or possible claim under the Master Policy the Insured must immediately notify KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire RG20 7JN or telephone 01635 247474 and speak to the liability department.

**The Insured must not admit liability or offer or agree to settle any claim without the Underwriters' written permission.**

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.

Failure to comply with all claims notification requirements stipulated in the full Master Policy wording may invalidate the Master Policy.

### **COMPLAINTS**

Any enquire or complaint should be addressed in the first instance to KBIS British Equestrian Insurance, Cullimore House, Peasemore, Newbury, Berkshire RG20 7JN or telephone 01635 247474.

If you are not satisfied with the way a complain has been dealt with you may ask the Compliance officer at International Insurance Company of Hannover Limited, L'Avenir, Opladen Way, Bracknell, Berkshire, RG12 0PE. Telephone 01344 397 600 to review your case without prejudice to your rights in law.

In all communications the Master Policy number appearing above shall be quoted.

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 0801800 or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) more information is available at [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/).

### **COMPENSATION**

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liability. You may be entitled to compensation up to £2,000 for the first part of any claim and 90% of the remainder. Further details can be obtained from the Financial Services Compensation Scheme website [www.fscs.org.uk](http://www.fscs.org.uk).

### **CANCELLATION RIGHTS**

Being a group policy effected by the Master Policy Holder this Insurance does not provide the member with the statutory right to cancel an Insurance within 14 days that applied to individual Insurance policy contracts.

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