Hurlingham Polo Association

Members' Public Liability Insurance

Members' Summary

Scheme Administrator

As a **Member** of the Hurlingham Polo Association, **You** receive Hurlingham Polo Association Members' Public 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 Hurlingham Polo Association by KBIS British Equestrian Insurance.

If **You** have any queries relating to this **Policy** or would like details about the Master Policy please contact:

KBIS British Equestrian
Insurance Cullimore House,
Peasemore,
Newbury,
Berkshire,
RG20 7JN

Telephone: 0345 230 2323
Fax: 01635 247474
E-mail:
existingbusiness@kbis.co.uk

Policy Information

Not forming part of this Insurance

Policy

This **Policy** has been prepared in accordance with the instructions of the **Master Policyholder**. Please read this Members' Summary carefully to ensure that it meets **Your** requirements and that **You** understand its limits, terms, conditions and exclusions. KBIS British Equestrian Insurance should be contacted immediately if **You** have any queries.

This Members' Summary 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.

You should immediately notify **Us** via KBIS British Equestrian Insurance of any changes which may affect the insurance provided by this **Policy**.

Alterations in the cover required after issue of the **Policy** will be confirmed by separate Certificate(s) and/or Endorsement(s) which **You** should keep. **You** should refer to these Certificates and/or Endorsement(s) and this **Members' Summary** to ascertain precise details of cover currently in force.

Hurlingham Polo Association Members’ Public Liability Insurance Summary

Contents

Definitions

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

Damage — means direct physical loss, destruction, or damage which is both sudden and accidental to tangible property.

Excess — means the amounts specified in the **Policy** which the **Member** must pay in respect of any claim. A separate excess applies to each claim.

Horse(s) — means any horse, pony, donkey, mule, ass or jennet

Indemnify — means **We** will pay **You** for liabilities incurred under the terms of this **Policy** including damages, claimants' costs and expenses and **Legal Costs**.

Injury — means bodily injury, death, disease, illness, nervous shock or mental injury.

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 reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with **Our** consent.

Limit of Liability — means the most **We** will pay per **Occurrence**

Master Policyholder — means the Hurlingham Polo Association

Member — means:

(a) any member of the Hurlingham Polo Association:

   (i) normally domiciled in the United Kingdom, the Isle of Man or the Channel Islands
   (ii) normally domiciled elsewhere in the World (excluding Cuba, Iran and North Korea) whilst temporarily visiting the United Kingdom, the Isle of Man or the Channel Islands

who has paid their membership subscription to the Hurlingham Polo Association and is covered under this insurance contract.

(b) any person granted temporary day membership of the Hurlingham Polo Association by virtue of entering as a participant in a Hurlingham Polo Association event.

(c) if required by Law, the parent or guardian of the said **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 person normally domiciled outside of the countries specified in (a) (i) above (excluding Cuba, Iran and North Korea) whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by the Hurlingham Polo Association from the time of arrival at the site of the competition until time of departure therefrom.

Providing that such person acts as though they were the insured **Member**, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Occurrence — means an incident or event which unexpectedly or unintentionally results in **Injury** and/or **Damage** to **Property**.

All **Injury** or **Damage** to **Property** resulting from or due to one source or originating cause will be treated as one **Occurrence**. That is regardless of:

- the time elapsed after the start of the **Period of Insurance**; or
- the number of persons or organisations who sustain **Injury** or **Damage** to **Property**

Period of Insurance means the time for which this insurance is in place. If **You** are a new **Member**, this starts from the beginning of **Your** Hurlingham Polo Association membership on or after 1st April 2025 and ends on 31st March 2026 as long as you keep **Your** membership in place.

If **You** are an existing **Member** of the Hurlingham Polo Association, then this insurance begins on 1st April 2025 and ends on 31st March 2026 as long as **You** keep **Your** membership in place.

Person Employed means:

1 a person under contract of service or apprenticeship with the **Member**;

2 a labour master or labour only sub-contractor or person supplied by any of them;

3 a self-employed person;

4 a person hired to or borrowed by the **Member**;

5 a person undertaking study or work experience;

6. a person supplied to the **Member** under a contract or agreement, the terms of which deem such a person to be in the employment of the **Member**;

7. a casual labourer or volunteer.

Policy means the contract of insurance between **You** and **Us**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Pollution means 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 **Injury** caused by such pollution contamination.

Polo Pony means any **Horse** that is registered/passported with the Hurlingham Polo Association in their individual name.

Premium means the proportion of **You**r membership fee used to pay for this **Policy**.

Product means any goods (including packaging, containers, labels and instructions) that are:

(a) manufactured, sold, supplied or distributed; or
(b) erected, repaired, serviced, altered, treated, installed or incorporated

by or on behalf of the **Member** and no longer in the possession or under the control of the **Member.**

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

Property means material property. For the purposes of this **Policy** electronic data is not property.

Professional means any **Member** of the Hurlingham Polo Association who:

(i) has an official handicap of 3 goals or more; or
(ii) owns eleven or more polo ponies that are registered/ passported with the Hurlingham Polo Association in their individual name

Territorial Limits means Worldwide (excluding Cuba, Iran and North Korea).

Terrorism means any act by a person or group(s) of persons, such as causing or threatening **Injury** or **Damage** to **Property**, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

We/Us/Our means Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453.

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

You/Your/Yours	means the **Member** who has paid their subscription to the Hurlingham Polo Associaion and is covered under this **Policy** of insurance.

Making a Claim

If any **Occurrence** event or circumstances occur which may give rise to a claim, **You** must notify KBIS British Equestrian Insurance as soon as possible using the following contact details:

KBIS British Equestrian Insurance
Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN

Telephone: 0345 230 2323
Fax: 01635 247474
E-mail: claims@kbis.co.uk

If **You** are unsure whether an **Occurrence** event or circumstance needs to be reported, please ask **Your** Scheme Administrator (KBIS British Equestrian Insurance) for advice.

Notification should include:

a) how, when and where the **Occurrence** took place;
b) the name(s) and address(es) of any injured person(s) and, where possible, the name(s) and address(es) of any witness(es); and
c) the nature and location of any **Injury** or details of any **Damage** to **Property**

You must also give all additional information **We** may require and co-operate with **Us** or **Our** appointed agents during each stage or any claim.

You must not admit liability or make any offer or promise of payment without **Our** prior written consent.

You must forward to **Us** as soon as possible every third party claim, Letter of Claim or any other written notification of a claim or correspondence about a claim.

For details of **Our** rights and **Your** rights once a claim has been made, please see the Claims Conditions Section.

Limit of Liability and Excess

Limit of Liability	£5,000,000 per **Occurrence** Please note this has been increased to £10,000,000 by an excess of loss policy with JRP Insurance Management Limited, which follows the same wording as this Members' Summary and the Master Policy. If **You** would like to know more about the excess of loss policy, please contact KBIS British Equestrian Insurance.
Excess	£250 per **Occurrence**

Irrespective of:

a. the number of **Members** or parties or entities entitled to indemnity;

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.

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.

Policy Cover

The cover under this Master Policy Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the **Period of Insurance** and notified to **Us** in accordance with the terms and conditions given in this Members' Summary.

If any claim covered by this **Policy** is also covered in whole or in part by any other insurance, **Our** liability will only apply as excess of, and not as contributory with, such other insurance.

Cover under this **Policy** is subject to the terms, exclusions, conditions, endorsements and limits of this **Policy**

Members

We will **Indemnify** the **Member**:

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**;

occurring during the **Period of Insurance** and within the **Territorial Limits**, in connection with the **Member's** use and/or ownership and/or control of a **Polo Pony** or direct participation by the **Member** in other polo related activities.

For **Professionals**, **We** will only **Indemnify** the **Member** from the time they arrive at an Hurlingham Polo Association affiliated club or at a venue with the intention of playing polo that is licensed or regulated by the Hurlingham Polo Association until the time of leaving the event:

2. in respect of **Legal Costs** incurred with **Our** written consent in connection with any **Occurrence** which is or may be the subject of indemnity under 1 above.

Extensions to Cover

These extensions are automatically included under the cover for a **Member**.

This is not additional cover. These extensions are here to extend the original cover within this Section in certain circumstances to either an 'Authorised User' or 'Groom'.

These extensions are always subject to the Non-Contribution Clause within the General Conditions. Any person **We** cover under these extensions:

1. Will be covered as if they were a **Member**;
2. Must have been involved in an **Occurrence** that would have been covered under this Section if it had involved the **Member** instead;
3. Must abide by all the terms, exclusions, conditions, endorsements and limits of this **Policy** and explained in this Members' Summary.

Please read the relevant extension in full to see when cover is extended.

1 Authorised Users' Indemnity

This **Policy** will also cover legal liability in respect of any person a **Member** has given permission to:

a. use the **Member's Polo Pony;** or
b. a **Polo Pony** normally in the **Member's** care, custody or control.

This extension only applies if the person authorised by the **Member** is using that **Member's Polo Pony** or a **Polo Pony** normally in the **Member's** care, custody or control:

a. whilst in the presence of said **Member**; or
b. if the **Member** is under 18, whilst the person is in the presence of said **Member's** parent or guardian.

This extension does not apply to:
1. a **professional groom**

2 Grooms Indemnity.

This Policy will also cover legal liability in respect of any groom whilst working for the **Member** at practice chukkas, or at competitions in the United Kingdom organised under the auspices of or recognised by the Hurlingham Polo Association. Coverage is from the time of arrival at the site of the practice chukkas or competition, until time of departure therefrom. Provided always that the groom observes, fulfils and is subject to the terms, conditions, limitations and exclusions of the **Policy**

Policy Exclusions

This **Policy** does not apply to or include legal liability:

1. Abuse
for loss, damage or liability due to:

a. The actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;

b. negligent or intentional employee hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **you** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in a. above.

2. Asbestos and Dangerous Building Materials
for loss, damage or liability due to:

a. the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or
b. any component building material that must be removed, encapsulated, or otherwise abated controlled because its presence or release is a hazard to human health.

3. Breach of Professional Duty
for loss, damage or liability due to a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

4. Communicable Diseases
For any loss, **Damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this Exclusion, loss, **Damage**, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

(1) for a Communicable Disease; or

(2) any **Property** insured hereunder that is affected by such Communicable Disease.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from

any organism to another organism where:

(1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

(2) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

Notwithstanding any provision to the contrary within this **Policy**, this Exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

5. Contractual Liability
arising from liability assumed or rights waived by the **Member** under any contract or agreement, except to the extent that such liability would have attached to the **Member** in the absence of such contract or agreement.

6. Criminal or Malicious Acts
for any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **You** or any **Person Employed.**

7. Cyber
for any loss, damage, liability, claim, cost, fee or expense caused by
A. the use of, or inability to use;
B. any error or omission relating to the use of; or
C. any hoax or threat relating to the use of;

any application, process or software.

8. Defamation
in respect of any form of defamation.

9. Deliberate Disregard
In respect of the deliberate, conscious or intentional disregard by **You** or any **Person Employed** of the need to take all reasonable steps to prevent **Injury** or

Damage.

10. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination (including harassment), failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation, infliction of emotional distress, or retaliation in respect of whistle blowing or of the exercise or attempted exercise of legally protected rights of any **Member** and/or **Person Employed** howsoever arising.

11 Excess

for the amount of the **Excess**(es) stated in the **Policy**.

12. Family Members

For **Injury** to any member of the **Member's** family or household.

13. Fines, Penalties, or Punitive or Exemplary Damages

for loss, damage or liability due to any punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or
any fines or penalties.

14. Hire or Reward

for **Injury** or **Damage** to **Property** directly or indirectly caused by, or contributed to, or arising from the use of a **Polo Pony** for

hire or reward.

15. Injury or Damage to Polo Ponies

for any claim arising out of injury to any **Polo Pony** whilst **playing**, practicing or training for polo

16. Injury Sustained by Persons Employed

for **Injury** sustained by any **Person Employed** arising out of and in the course of employment by the **Member.**

17. Instruction

directly or indirectly caused by, arising from or in connection with providing instruction or services involving any **Polo Pony** by way of gain.

18. Known Incidents

for any claim arising from circumstances known to the **Member** before the start of this **Policy.**

19. Mould and Fungus

for **Damage** to any **Property** or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to 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.

20. Nuclear Reaction, Radiation and Contamination

directly or indirectly caused by or contributed to by or arising from:

a. any nuclear reaction, nuclear radiation or radioactive contamination; and/or

b. biological or chemical contamination

21. Participant to Participant

for **Injury**, or loss of or **Damage** to **Property** or any cost or expense due to any negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.

22. Penalty Clauses

for liquidated damages clauses, penalty clauses or performance warranties or guarantees, unless

proven that liability would have attached in the absence of such clauses, guarantees or warranties.

23. Personal Data Breach

for any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any injury arising from) , 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.

24. PFAS

any claim for actual or alleged loss, liability, damage, compensation, Injury, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example.
For the purposes of this Exclusion, loss, liability, damage, compensation, Injury, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.
PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

(1) perfluorinated methyl group (-CF3) or
(2) perfluorinated methylene group (-CF2-).

25. Pollution Contamination
directly or indirectly caused by, arising from or in connection with **Pollution** contamination.

26. Product
directly or indirectly caused by, arising from or in connection with any **Product**.

27. Professional or Commercial Activities
for **Injury** or **Damage** to **Property** arising out of, or incidental to, any profession, occupation or business of the **Member**. This Exclusion is deemed not to apply in respect of grooms working for the **Member** under the Grooms Indemnity Extension. This Exclusion is deemed not to apply from the time the **Member** arrives at an Hurlingham Polo Association affiliated club or licensed venue with the intention of playing polo until the time of leaving the Hurlingham Polo Aassociation affiliated event.

28. Property in the Care Custody or Control of the Member
for loss of or **Damage** to **Property** belonging to or in the care, custody or control of the **Member,** their family, household or person in their service.

29. Racing

For **Injury** or loss or **Damage** to **Property** arising from or in connection with horse racing (amateur or professional), point to

point racing or steeple chasing

30. Terrorism
a. any act of Terrorism; and/or
b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

31. Vehicles
arising out of the ownership or possession or use of any mechanically propelled vehicle by or on behalf of the **Member** in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

a. mechanical plant while operating as a tool of trade

b. the loading or unloading of any vehicle except in respect of legal liability for which:

    i. insurance or security is required by law;

    ii. indemnity is provided by any motor insurance contract.

32. Vessels and Craft
arising out of the ownership, possession or use by or on behalf of the **Member** of any vessel or craft designed to travel in on or through water and/or air and/or space

33. War and Civil War
Directly or indirectly occasioned by, happening through or in consequence of:
a. war, civil war, invasion, hostilities or any similar acts or events, whether or not war has been declared; or
b. a rebellion, revolution, insurrection or military or usurped power.

Claims Conditions

As well as the conditions in the Making a Claim Section above, this Section has other conditions that you must follow. If **You** do not comply with these conditions **We** may not be able to deal with **Your** claim or payments **We** make may be reduced. There are also details of **Our** rights when dealing with a claim.

Claim Control

We are 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.

What You Must Do During a Claim

You must give all information and assistance as **We** may reasonably require to defend or deal with a third party claim.

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 must keep adequate records and details of any accidents or **Occurrences** that may lead to a claim under this **Policy** and maintain those records during a claim.

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. If **We** do that **We** will not be under any further obligation, other than the payment of costs and expenses of litigation incurred before **We** made that 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 insurer**behalf in settlement of the claim or claims.

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**.

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 **Your** cover as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our rights under c) above:

1. **We** will 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**, for example the occurrence of a loss, the making of a claim, or the notification of a potential claim; and
2. **We** do not have to return any of the premium paid.

This condition will only apply to **Yo**u as an individual and not the entire group if the fraud was committed by **You** and not the **Master Policyholder**.

General Conditions

The following conditions apply to this **Policy** except where otherwise specified:

1. Cancellation

The **Master Policyholder** can cancel this insurance at any time.

The **Member** can cancel this insurance by terminating their membership of the Hurlingham Polo Association.

We can cancel this insurance by giving the **Master Policyholder** thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of **Premium**;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **Us** or to KBIS British Equestrian Insurance.

2. 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.

3. Cross Liabilities

We will treat each **Member** of the Hurlingham Polo Association as though a separate Insurance had been issued to each of them. Nothing in this Condition increases the **Limit of Liability**.

4. Excess

No indemnity is provided until the applicable **Excess** for the relevant claim has been paid to and received by **Us**.

5. 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, that other insurance.

6. Precautions and Reasonable Care

The **Member** shall take all reasonable precautions:

a. for the safety of and to avoid, prevent or minimise any **Damage** to **Property**; and

b. for the safety of and to avoid, prevent or minimise any **Injury** to others

which might give rise to a claim under this **Policy**

The **Member** 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 any **Person Employed**, as well as any groom, and in the employment of competent staff;

7. Sanctions

It is a condition of this **Policy**, and **You** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **Us** would expose **Us** to any sanction, prohibition or restriction under any:

(a) United Nations' resolution(s); or
(b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

8. Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

9. Termination of Membership

Termination of the Hurlingham Polo Association Membership from any cause will similarly terminate cover under this **Policy** from the same date.

Data Protection Notice

We and KBIS British Equestrian Insurance (“KBIS”) are the data controllers (as defined by the Data Protection Act 2018 and UK GDPR including all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which is available on **Our** website www.canopius.com/privacy.

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

(a) Name, address and contact details
(b) Financial information
(c) Criminal convictions

We may also collect sensitive personal information about **You** where the provision of this type of information is of legitimate interest, including:

- Medical records to validate a claim

We collect and process **Your** personal information for the purpose of insurance and claims administration.
All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts or the International Data Transfer Agreement which aim to provide the equivalent level of data protection to that found in the EU or the UK.

We will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

Tel: + 44 20 7337 3700 (this is a basic rate number)
Email: privacy@canopius.com

Financial Services Compensation Scheme

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

Further information can be obtained from The Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Complaints Procedure

Our aim is to provide **You** with a high quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should **You** wish to direct **Your** complaint directly to Lloyd's in the first instance, **You** may do so by using the contact information referenced in Step 2 below.

Step 1

In the first instance please direct **Your** complaint the Scheme Administrator (KBIS British Equestrian Insurance) using the following contact information:

KBIS British Equestrian Insurance
Cullimore House,
Peasemore, Newbury, Berkshire, RG20 7JN

Telephone: 0345 230 2323
Fax: 01635 247474
E-mail: existingbusiness@kbis.co.uk

Step 2

Should **You** remain dissatisfied with the outcome of **Your** complaint from **Us**, **You** may refer **Your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint ", which is available at the website address above. Alternatively, **You** may ask Lloyd's for a hard copy.

Step 3

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution (ADR) body.

If **You** live in England, Scotland, Wales or Northern Ireland, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Jersey: +44 (0)1534 748610
Guernsey: +44 (0)1481 722218
International +44 1534 748610
Facsimile: +44 1534 747629

Email: enquiries@ci-fo.org
Website:www.ci-fo.org

If **You** live in the Isle of Man, the contact information is:

Financial Services Ombudsman Scheme
Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS

Tel: +44 (0) 1624 686500

Fax: +44 (0) 1624 686504
Email: ombudsman@iomoft.gov.im
Website: https://www.gov.im/oft/ombudsman/