

**POLICY SUMMARY  
PERSONAL LIABILITY INSURANCE  
EFFECTED BY  
THE PONY CLUB**

**keyfacts**

**to cover Legal Liability of members as specified below**

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: B0701D1066947 ISSUED TO THE PONY CLUB. THIS INSURANCE IS UNDERWRITTEN BY INTERNATIONAL INSURANCE COMPANY OF HANNOVER LIMITED. A FULL POLICY WORDING IS AVAILABLE ON REQUEST TO THE PONY CLUB.

Parties comprising the Assured - all Members of the Pony Club

Period of Coverage: From: (i) 1<sup>st</sup> July 2010 at 00.01 GMT, or  
(ii) the date that the initial or renewal of membership subscription is received by the Pony Club or  
(iii) the renewal date of the membership with the Pony Club providing the membership subscription is received by the Pony Club within 31 days of the said renewal date  
whichever date is the later  
To: 1<sup>st</sup> July 2011 at 00.01 GMT.

- N.B. (i) In respect of persons granted temporary membership as provided for in Definition 4(b) the Period of Coverage shall be from time of arrival at the site of the Pony Club Activity at which they are attending (occurring between 1<sup>st</sup> July 2010 at 00.01 GMT and 1<sup>st</sup> July 2011 at 00.01 GMT) until time of departure therefrom only.
- (ii) In respect of persons granted cover under Definition 4 (g) the Period of Coverage shall be from time of arrival at the site of the Pony Club Parents' Course (occurring between 1<sup>st</sup> July 2010 at 00.01 GMT and 1<sup>st</sup> July 2011 at 00.01 GMT) until time of departure therefrom only.

**COVER/SIGNIFICANT FEATURES**

**SIGNIFICANT DEFINITIONS**

- 4) "Member" shall mean:-
- (a) any member of:-  
The Pony Club
    - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or at bases of Her Majesty's Forces Overseas
    - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland
- who has paid his/her membership subscription to the Pony Club,
- (b) any person granted temporary membership of the Master Policy Holder by virtue of attending a Pony Club Activity with a view to obtaining full membership
- or
- (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 the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by the Pony Club from the time of arrival at the site of the competition until time of departure therefrom.
  - (f) any Pony Club District Commissioner.
  - (g) any person attending a Pony Club Parents' Course.
- Providing that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.
- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

**PERSONAL LIABILITY SECTION**

Covers the Assured for

- 1) all sums which the Assured 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 or 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 Assured 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 Assured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Assured in other Horse related activities.

All claims must be brought in European courts.

**EXCESS**

The first GBP 1,000.- of each and every loss or damage to Property.

**LIMIT OF INDEMNITY**

In respect of any one claim or all claims of a series arising out of one original cause shall not exceed GBP 2,000,000.-.\*

**EXTENSIONS** (subject to all the terms, Conditions, Limitations and Exclusions of the Personal Liability Section).

- 1) **Authorised Users' Indemnity** - cover extends to indemnify in like manner to the Assured any person given permission by

the Assured to use the Assured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Assured's custody whilst using such Horse or Horse drawn vehicle only subject always to Condition (5).

- 2) Grooms Indemnity - cover extends to indemnify in like manner to the Assured any groom whilst working for the Assured for liability, as defined, arising out of such work for the Assured.

### **EXCLUSIONS/CONDITIONS**

#### **SIGNIFICANT EXCLUSIONS**

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

- 1 & 9) Bodily Injury to any member of the Assured's family or household or to any Employee.
- 2) loss of or damage to Property belonging to or in the care, custody or control of the Assured or member of the Assured's family or household or a person in their service.
- 3) Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Assured, except in respect of grooms working for the Assured as provided for in Extension (2) hereof.
- 6) any liability which is assumed by agreement unless such liability would have attached in the absence of such agreement.
- 10) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
  - (i) Horse racing, point to point racing, steeplechasing or team chasing other than:-
    - (a) Endurance Riding.
    - (b) Official Pony Club Race Days and Training Days.
  - (ii) the use of a Horse or Horse drawn vehicle for hire or reward.
- 11) any claim arising from circumstances known to the Assured prior to the commencement of coverage hereunder.
- 13) any act of Terrorism.
- 14) hazardous materials.
- 15) fungus, including but not limited to mildew, mould, spore(s) or allergens.
- 16) asbestos or materials or products containing asbestos.

#### **SIGNIFICANT CONDITIONS**

- 4) The Assured 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 Assured 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.
- 7) Cross Liabilities Clause

### **CLAIMS NOTIFICATION**

In the event of a claim or possible claim under the Master Policy the Assured must immediately notify The Equine Division, Windsor Partners Limited, 71 Fenchurch Street, London, EC3M 4BS. Telephone 020 7133 1200.

**THE ASSURED MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE UNDERWRITERS' WRITTEN PERMISSION.**

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

### **COMPLAINTS**

Any enquiry or complaint should be addressed in the first instance to Windsor Partners Limited, 71 Fenchurch Street, London, EC3M 4BS. Telephone 020 7133 1200. If you are not satisfied with the way a complaint 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, to review your case without prejudice to your rights in law. In all communications the Master Policy number appearing above should be quoted.

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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 liabilities. You may be entitled to compensation up to GBP 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 http://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 applies to individual Insurance policy contracts.

**PLEASE NOTE - TERMINATION OF MEMBERSHIP OF THE PONY CLUB FROM ANY CAUSE WILL SIMILARLY TERMINATE COVER UNDER THE MASTER POLICY FROM THE SAME DATE.**

- \* The Limit of Indemnity is increased to GBP 30,000,000.- any one claim or all claims of a series arising out of one original cause by Excess of Loss Policies arranged with International Insurance Company of Hannover Limited and Ace Europe, which follow the same wording.