



MASTER POLICY

of

PUBLIC LIABILITY INSURANCE

issued to:

RACEHORSE OWNERS ASSOCIATION

to cover:

**Each Member of the Racehorse Owners Association
during the Period of Insurance**

ABOUT THIS POLICY

We agree with the **Master Policyholder** to provide public liability insurance for **Members** of the Racehorse Owners Association during the **Period of Insurance**. The cover provided under this **Policy** is subject to the terms and conditions contained in this document, including the Members' Wording, and any endorsements.

This is an occurrence-based policy. This means it only provides cover in relation to an **Occurrence** that takes place during the **Period of Insurance** which is notified to **Us** in accordance with the terms and conditions of the **Policy**.

Words in the singular shall include the plural and vice versa.

Reference to any legislation shall include amending or replacing legislation.

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.

DEFINITIONS

These definitions are applicable to the whole **Policy** wherever these words appear in bold. Please note there are further definitions within the Members' Wording.

Broodmare(s)/ Youngstock Means a Thoroughbred and/or Purebred Arabian (PA) broodmare, verifiable foster mare or youngstock (Thoroughbred and/or Purebred Arabian (PA) foals, weanlings, yearlings or stores) owned by a **Member** who is an **Amateur Breeder**, registered with Weatherbys or the Arabian Racing Organisation (ARO) and kept solely for the purposes of breeding or rearing. This includes whilst being prepared for the sales or a racing career. If a mare is being rested as a result of a late covering for instance, but the intention is to return to breeding, then cover remains effective. As soon as a broodmare is retired fully from being used for breeding purposes cover ceases.

Master Policyholder Means the Racehorse Owners Association

Member Means

- a) any individual member of the Racehorse Owners Association whose name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by said individual.
- b) any member of a Syndicate or Racing Club or Company that is a member of the Racehorse Owners Association and whose Syndicate or Racing Club or Company name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by that Syndicate or Racing Club or Company.
- c) any member of a Partnership that is a member of the Racehorse Owners Association and whose Partnership name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s) / Youngstock** owned by that Partnership.

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** Racehorse Owners Association membership in 2024 and ends on 31st December 2024.

If you are an existing **Member** of the Racehorse Owners Association, then this insurance begins on 1st January 2024 and ends on 31st December 2024 as long as you keep your membership in place.

Policy Means the contract of insurance between the **Master Policyholder** and **Us**.

Premium Means the proportion of **Your** membership fee used to pay for this **Policy**.

Racehorse(s) Means either

1. a Thoroughbred racehorse owned by a **Member**, registered with Weatherbys being kept at the time solely for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Hunter Chasing (providing the horse is being trained by a licensed trainer only)

OR

2. a Purebred Arabian (PA) racehorse owned by a **Member**, registered with the Arabian Racing Organisation (ARO) being kept solely for the purposes of racing (under British Horse Racing Authority (BHA) Regulations for Arabian horseracing)

while the horse:

- a) is being prepared to go into training at a licensed trainers yard in Great Britain, or
- b) is being trained at a licensed trainers yard in Great Britain, or
- c) is out of training (this includes whilst resting or recuperating, provided the intention is to resume a racing career) provided the horse is only out of training on a temporary basis and is within Great Britain

We/Us/Our

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

MASTER POLICYHOLDER CONDITIONS

The **Master Policyholder** must comply with the terms and conditions below.

We recognise the **Master Policyholder** may appoint an Administrator to administer certain functions of this **Policy**. However, it remains the **Master Policyholder's** responsibility to ensure compliance with the terms and conditions set out below.

Important Notice - Information we need to know about and your duty of fair presentation

We take this opportunity to remind the **Master Policyholder** that it owes a duty to make a fair presentation of the risk to **Us**. The **Master Policyholder** has a duty to disclose to us every material circumstance which it knows or ought to know after a reasonable search or which is sufficient to put **Us** on notice that **We** need to make further enquiries for the purpose of revealing those material circumstances. In addition, the **Master Policyholder** has a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent Underwriter's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle **Us** to:

- in some circumstances, avoid the **Policy** from inception and in this event any claims under the **Policy** would not be paid;
- impose different terms on the cover; and/or
- reduce the amount of any claim payable.

This duty applies:

- before the cover is placed;
- when it is renewed; and
- at any time that it is varied.

We recommend the **Master Policyholder** keeps a record (including copies of letters) of all the information it provides to **Us** for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

Retention and Provision of Records

- 1.1 The **Master Policyholder** must establish and maintain complete records relating to all **Members** in connection with this **Policy**, including copies of all evidences of insurance/Members' Wordings. Those records, including electronic records, must be retained for a minimum period of seven (7) years, or for such longer period as may be required by local law.

Upon request, the **Master Policyholder** must provide **Us** with copies of such records or documentation, or any other information as **We** may reasonably require from time to time, relating to the **Members**.

Security of Documents

- 2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation must be kept secure at all times.

Upon request, the **Master Policyholder** must promptly return, delete or destroy all unused documents, including electronic documents, relating to this **Policy** and ensure that any issuance or production of such documents stops after that.

Claims, Complaints or Proceedings

- 3.1 If the **Master Policyholder** is made aware by a **Member** of a claim or complaint the **Member** wishes to make under this Master Policy, the **Master Policyholder** must inform the **Member** of the arrangements established in the Members' Wording for making claims or

complaints (as applicable) as soon as possible. The **Master Policyholder** must also provide **Us** with full details of the claim or complaint (as applicable) as soon as possible;

- 3.2 Where the **Master Policyholder** is aware of any legal or regulatory proceedings or actions commenced against it or **Us**, arising out of the operation of or in connection with this Master Policy, the **Master Policyholder** must provide **Us** with full details of the same as soon as possible.

Compliance With The Law and Financial Crime

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in this Master Policy, including the Members' Wording, the **Master Policyholder** must comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **Members**, and must use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under this **Policy** comply with such laws where applicable;
- 4.2 The **Master Policyholder** must not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

Data Protection

- 5.1 The **Master Policyholder** must comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" includes all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

- 5.2 For the purposes of this condition:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

Communication With Members

- 6.1 The **Master Policyholder** must inform the **Members** of any changes to this **Policy**, which are relevant to the coverage provided to the **Members**, including cancellation or non-renewal of this **Policy**.

Automatic or Tacit Renewal

- 7.1 The **Master Policyholder** must not take any steps which have the effect of committing **Us** to automatic or tacit renewal of any benefit provided to **Members** under this **Policy** unless otherwise agreed by **Us** in writing in advance.

Promotional and Marketing Material

- 8.1 The **Master Policyholder** must agree with **Us** any specific marketing or promotional material to be used in relation to this **Policy**, including on any internet website, portal or similar online system.

Licensing

- 9.1 The **Master Policyholder** must ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under this **Policy**.

Payment of Premium

- 10.1 The **Master Policyholder** agrees to pay the **Premium** to **Us** in full within 60 days of inception of this **Policy**.

If the **Premium** due under this **Policy** has not been paid to us by the 60th day from the inception of this **Policy**, **We** will have the right to cancel this Policy by notifying the **Master Policyholder** via Weatherbys Hamilton LLP in writing. In the event of cancellation, the premium is due on a pro-rata basis for the period **We** were on risk. However, if **We** have to deal with any claim during that time, the full premium is owed to **Us**.

It is agreed we will not give less than 15 days prior notice of cancellation to the **Master Policyholder** via Weatherbys Hamilton LLP. If the premium due is paid to **Us** in full before the notice period expires, notice of cancellation will automatically be revoked. If not, this **Policy** will automatically terminate at the end of the notice period.

THE COVER

The cover provided under this **Policy**, including conditions, exclusions, limits and important information, is contained within the following Members' Wording.



Members' Wording

Master Policy of Public Liability Insurance

Issued to

Racehorse Owners Association

To cover

**Each Member of the Racehorse Owners Association
during the Period of Insurance.**

Scheme Administrator

As a **Member** of the Racehorse Owners Association, **You** receive Racehorse Owners Association Public Liability Insurance for members. 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 Racehorse Owners Association by Weatherbys Hamilton LLP.

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

Weatherbys Hamilton LLP

Alec Moore
Weatherbys Hamilton LLP
Hall Farm Stables
Stetchworth
Newmarket, Suffolk
CB8 0TY
Tel: +44 (0)1638 563444

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Weatherbys Hamilton LLP
1 Stanton Court
South Marston Park
Swindon, Wiltshire
SN3 4YH
Tel: +44 (0)1793 847333

Matthew Haxby
Weatherbys Hamilton LLP
Sanders Road
Wellingborough
Northamptonshire
NN8 4BX
Tel: +44 (0)1933 440077

Policy Information

Not forming part of this Insurance **Policy**

This **Policy** has been prepared in accordance with the instructions of the **Master Policy**. Please read it carefully to ensure that it meets **Your** requirements and that **You** understand its limits, terms, conditions and exclusions. Weatherbys Hamilton LLP should be contacted immediately if **You** have any queries.

This **Policy** consists of:

- **Definitions** which define particular words and expressions that apply;
- the **Policy Cover** Section of the **Policy** which gives precise details of the cover being provided;
- the **Policy Exclusions, Claims Conditions and Policy Conditions** and 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 and has details of notices **We** must provide;

You should notify **us** via Weatherbys Hamilton LLP as soon as possible 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 the **Policy** to ascertain precise details of cover currently in force.

The Racehorse Owners Association Members Public Liability Insurance

Contents

Definitions	12
Making a Claim	16
Policy Exclusions	18
Claims Conditions	23
Policy Conditions	25
Further Information	27

Definitions

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

Amateur Breeder

Means a **Member** who is an amateur or hobby breeder who breeds Thoroughbreds and/or Purebred Arabian (PA) racehorses but not by way of business. If breeding is the profession, occupation or business of a **Member** then specific separate Third Party Liability Insurance should be sought to cover the business.

Broodmare(s)/ Youngstock

Means a Thoroughbred and/or Purebred Arabian (PA) broodmare, verifiable foster mare or youngstock (Thoroughbred and/or Purebred Arabian (PA) foals, weanlings, yearlings or stores) owned by a **Member** who is an **Amateur Breeder**, registered with Weatherbys or the Arabian Racing Organisation (ARO) and kept solely for the purposes of breeding or rearing. This includes whilst being prepared for the sales or a racing career. If a mare is being rested as a result of a late covering for instance, but the intention is to return to breeding, then cover remains effective. As soon as a broodmare is retired fully from being used for breeding purposes cover ceases.

Damage

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

Data

Means facts concepts and/or information converted to a form useable in **Your** computer operations, for example business and customer files accounts and personal files and images, owned leased or rented by **You** or for which **You** are legally responsible.

Excess

Means the amounts specified in the policy which you must pay in respect of any one claim. A separate excess applies to each claim.

Indemnify

Means **We** will pay **You** for liabilities incurred under the terms of this **Policy** including damages, claimants' costs and expenses and **Legal Costs**. Indemnified shall have the same meaning.

Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

Legal Costs

Means costs of **Your** 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; and
- c) all other reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with **Our** consent.

Master Policyholder

Means the Racehorse Owners Association.

Member

Means

- a) any individual member of the Racehorse Owners Association whose name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s)/ Youngstock** owned by said individual.
- b) any member of a Syndicate or Racing Club or Company that is a member of the Racehorse Owners Association and whose Syndicate or Racing Club or Company name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s)/ Youngstock** owned by that Syndicate or Racing Club or Company.
- c) any member of a Partnership that is a member of The Racehorse Owners Association and whose Partnership name is maintained on the register held by the **Master Policyholder** during the **Period of Insurance**, but only in respect of the **Racehorse(s) or Broodmare(s)/ Youngstock** owned by that Partnership.

Occurrence

Means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **Injury and/or Damage to Property**.

All **Injury or Damage to Property** consequent upon or attributable to one source or originating cause shall be deemed to be one **Occurrence**. That is regardless of:

- a) the time elapsed after the start of the **Period of Insurance**; or
- b) the number of persons or organisations who sustain **Injury and/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** Racehorse Owners Association membership in 2024 and ends on 31st December 2024.

If you are an existing **Member** of the Racehorse Owners Association, then this insurance begins on 1st January 2024 and ends on 31st December 2024 as long as you keep your membership in place.

Person Employed

Means:

- 1. a person under contract of service or apprenticeship with **You**;
- 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 **You**;
- 5. a person undertaking study or work experience;
- 6. a person supplied to **You** under a contract or agreement, the terms of which deem such a person to be in **Your** employment.
- 7. a casual labourer or volunteer

while working under **Your** control in connection with **Your** business

Pollutant	Means any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical 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.
Policy	Means the contract of insurance between the Master Policyholder and Us .
Premium	Means the proportion of Your membership fee used to pay for this Policy .
Property	Means material property of a third party. For the purposes of this Policy electronic data is not property.
Product	Means any goods (including packaging, containers labels or instructions) that are: (a) manufactured, sold, supplied or distributed; or (b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product By You or on Your behalf and no longer in Your possession or under Your control.
Racehorse(s)	Means either 1. a Thoroughbred racehorse owned by a Member , registered with Weatherbys being kept at the time solely for the purposes of racing (under the Rules of Racing and National Hunt Rules) or Hunter Chasing (providing the horse is being trained by a licensed trainer only) OR 2. a Purebred Arabian (PA) racehorse owned by a Member , registered with the Arabian Racing Organisation (ARO) being kept solely for the purposes of racing (under British Horse Racing Authority (BHA) Regulations for Arabian horseracing) while the horse: a) is being prepared to go into training at a licensed trainers yard in Great Britain, or b) is being trained at a licensed trainers yard in Great Britain, or c) is out of training (this includes whilst resting or recuperating, provided the intention is to resume a racing career) provided the horse is only out of training on a temporary basis and is within Great Britain

Territorial Limits

means

- a) For **Members** resident in the United Kingdom, **Horses** are only covered in the United Kingdom
- b) For **Members** resident outside of the United Kingdom, **Horses** are also only covered in the United Kingdom.
- c) For all **Members**, **Horses** are covered for temporary trips abroad (excluding Cuba, Iran and North Korea), not longer than 90 consecutive days in total per trip during the **Period of Insurance**

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

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You/Your/Yours

Means any **Member** of the Racehorse Owners Association, who has paid their subscription to the association and is covered under this insurance contract.

Making a Claim

If any **Occurrence**, event or circumstance arises which may give rise to a claim, you must contact Weatherbys Hamilton LLP as soon as possible.

The **Occurrence** must be reported to Weatherbys Hamilton LLP at:

Weatherbys Hamilton LLP
Hall Farm Stables
Stetchworth
Newmarket
Suffolk
CB8 0TY

Telephone: +44 (0) 1638 563444 (this is a basic rate number)

Email: enquire@weatherbyshamilton.co.uk

If you are unsure if an **Occurrence**, event or circumstance should be reported, please report to Weatherbys Hamilton LLP and advice can be given.

Notification should include:

- a) how, when and where the **Occurrence** took place;
- b) the names and addresses of any injured persons and where possible the name and address of any witnesses; and
- c) the nature and location of any **Injury** or details of **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 of 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 £ 10,000,000 per **Occurrence**

Excess £ 500 per claim

Irrespective of:

- a) the number of **Members** and/or 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

This is an occurrence-based policy. This means it only provides cover in relation to an **Occurrence** that takes place during the **Period of Insurance** which is notified to **Us** in accordance with the terms and conditions of the **Policy**.

We will Indemnify 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 caused by a **Member's Racehorse** or **Broodmare/Youngstock**;
 - b) accidental **Damage to Property** caused by a **Member's Racehorse** or **Broodmare/Youngstock**;

Occurring during the **Period of Insurance** within the **Territorial Limits**.

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.

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.

Policy Exclusions

We shall not be liable to Indemnify You in respect of any claim, costs or expenses:

1. Asbestos

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.

2. 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.

3. Commercial Breeders

for Injury or Damage to Property caused by a Broodmare/ Youngstock owned by a commercial breeder.

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:

- a) for a Communicable Disease; or
- b) 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:

- a) 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
- b) 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.

5. Contractual Liability

arising from liability assumed or rights waived by You under any contract or agreement, except to the extent that such liability would have attached to You 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. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for 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.

9. Excess

for the amount of the **excess** stated in the **Policy**.

10. 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.

11. Hire or Reward

for **Injury** or **Damage to Property** directly or indirectly caused by, or contributed to, or arising from the use of a horse for hire or reward including for the provision of instruction or coaching.

12. Injury Sustained by Persons Employed

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

13. Medical Malpractice

for loss, damage or liability due to **Injury** arising directly from *Medical Malpractice*.

For the purposes of this Exclusion, Medical Malpractice means:

- a) the failure to administer correct or adequate treatment by; or
- b) the failure to give advice by; or
- c) any other professional failing of

any trained medical, dental, or nursing staff, therapists, or other health professionals.

14. Mould and Fungus

loss, damage or liability due to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever;
- b) any obligation or duty to defend any actions resulting from or in connection with any fungus of any kind whatsoever

irrespective of the cause of any fungus of any kind whatsoever, whenever or wherever it occurs, and whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

15. 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 guarantees or warranties.

16. Personal Data Breach

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.

17. PFAS

for 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:

- (a) perfluorinated methyl group (-CF₃) or
- (b) perfluorinated methylene group (-CF₂-).

18. Point to Pointers

for **Injury** or **Damage to Property** caused by a point-to-point horse.

19. Pollution Contamination

for loss, damage or liability due to any **Pollution**. However, this Exclusion does not apply if **You** can demonstrate that the **Pollution**:

- a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
- b) was not the direct result of **Your** failure to take reasonable precautions to prevent such **Pollution**

All the **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Our** maximum liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

20. Prior Claims or Circumstances

Arising from claims or circumstances known to **You** before the start of this **Policy**.

21. Product

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

22. Property in Your Care Custody or Control

for 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.

23. Nuclear Reaction, Radiation and Contamination Exclusion

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

24. Terrorism

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

- 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**.

25. Trade or Profession

directly or indirectly caused by, or contributed to, or arising from (including any **Injury** arising from), the carrying on of any trade, business, profession or employment where it is **Your** principal source of income.

26. Vehicles

arising out of the ownership, possession or use under **Your** control of:

- a) any mechanically propelled vehicle or attached trailer by **You** or on **Your** behalf in circumstances where insurance or security is required under the provisions of any road traffic legislation. This Exclusion will not apply to:
 - i) mechanical plant while operating as a tool of trade
 - ii) the loading or unloading of any vehicle or trailer except in respect of legal liability for which:
 - insurance or security is required by law;
 - indemnity is provided by any motor insurance contract.
- b) any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft. However, this exclusion does not apply to hand propelled watercraft or sailing craft not longer than six metres

27. 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, military or usurped power.

28. You and Family Members
for **Injury** to **You** or any member of **Your** family or household.

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** 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**. If **We** make any payment 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.

You must provide all information and documents and give to **Us** all such assistance as **We** may require to secure such rights and remedies. **You** must not do anything that may jeopardize or extinguish any rights against a third party or parties, and **You** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties. Any such recovery shall be applied in reimbursement in the following order:

- a) to the costs of securing the recovery;
- b) to the payment made by **Us**;
- c) any Excess or other uninsured payment made by **You**

Any sums or property received by **You** that are due to **Us** must be held on trust for **Us** and must as soon as possible be paid and/or delivered to **Us** following receipt.

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 Condition 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 Policyholder**.

Policy Conditions

The following conditions apply and **You** must comply with these conditions to have the full benefit of this **Policy**:

1. Cancellation

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

You can cancel this insurance by ending **Your** membership with the Racehorse Owners 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 Weatherbys Hamilton LLP.

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. Excess

No claim will be paid until the applicable **Excess** for that claim has been paid to and received by **Us**.

4. 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.

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, such other insurance.

6. Observance of Terms

You must observe and comply with all the terms of this **Policy**, including anything to be done or complied with, before being able to benefit under this **Policy**.

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**; and
- b) to avoid, prevent or minimise any **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 **Persons Employed** and in the employment of competent staff.

8. Sanctions Notice

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.

9. 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.

10. Termination of Membership

Termination of **Your** membership of the Racehorse Owners Association from any cause will similarly terminate cover under this **Policy** from the same date.

Further Information

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 using the following contact information:

Weatherbys Hamilton LLP
Hall Farm Stables
Stetchworth
Newmarket
Suffolk
CB8 0TY

Telephone: +44 (0) 1638 563444 (this is a basic rate number)

Email: enquire@weatherbyshamilton.co.uk

Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint, **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
The 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/>

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

Data Protection Notice

We and Weatherbys Hamilton LLP 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@canopus.com