



Master Policy of Public Liability Insurance

Issued to

Schools and Universities Polo Association

To cover

Members of Schools and Universities Polo Association and/or members of Schools Alumni Polo Association as defined within the Terms and Conditions.

Members Wording

Scheme Administrator

This scheme is administered on behalf of the Members of the Schools and Universities Polo Association or the Schools Alumni Polo Association by KBIS British Equestrian Insurance. If **You** have any queries relating to this **Policy** please contact:

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

Telephone: 01635 247474
Fax: 01635 247474
E-mail: liability@kbis.co.uk

Claims Procedure

If any incident occurs which could result in a claim, **You** must immediately contact the **Insurers** via KBIS British Equestrian Insurance who will be able to advise **You**.

Please refer to **Policy** Condition 1 on Page 9 for full details of the claims procedure and conditions.

Policy Information

Not forming part of this Insurance **Policy**

This **Policy** has been prepared in accordance with the instructions of the master **Policy** holder on behalf of the **Members**. Please read it 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 any correction is necessary.

This **Policy** 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 the **Insurers** 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 file with the **Policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **Policy** to ascertain precise details of cover currently in force.

Schools and Universities Polo Association Members Public Liability Insurance

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Definitions

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

Damage

means physical loss of or damage to **Property**

Excess

means the amounts specified in the **Policy** which the **Member** shall pay in respect of all damages, compensation, claimant costs, **Legal Costs** and expenses before the **Insurers** shall be liable to make any payment. The **Excess** shall apply to each **Incident** except any liability arising out of **Injury**, where the excess does not apply.

Horse(s)

means any horse, pony, donkey, mule, ass or jennet

Incident

means any one occurrence or series of occurrences consequent on or attributable to one source or original cause

Injury

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

Insurers

means Liberty Mutual Insurance Europe SE.

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 expenses in relation to the defence, investigation or settlement of any claim incurred with the Insurer's consent.

Member

means:

- a) any member of the Schools and Universities Polo Association and/or any member of the Schools Alumni Polo Association:
 - (i) normally domiciled in the United Kingdom, the Isle of Man or the Channel Islands.
 - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man or the Channel Islands.

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

b) any person granted temporary day membership of the Schools and Universities Polo Association or the Schools Alumni Polo Association by virtue of entering as a participant in a Schools and Universities Polo Association or Schools Alumni 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 the countries specified in (a) (i) above whilst participating in international competitions in the United Kingdom organized under the auspices of or recognized by the Schools and Universities Polo Association or the Schools Alumni Polo Association from the time of arrival at the site of the competition until time of departure therefrom.

Providing that such person shall as though he were the Assured observe, fulfil and be subject to the terms, conditions, limitations and exclusions

Master Policy Holder

Means the Schools and Universities Polo Association and and Schools Alumni Polo Association

Period of Insurance

means the time for which this insurance is in place as shown in the **Policy**.

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**.

Pollutant

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

Pollution

means **Pollutant** contamination of buildings or other structures, or of water or Contamination land, or the atmosphere and all loss or Damage or **Injury** directly or indirectly caused by such **Pollution** Contamination.

Policy

means the contract of insurance between **you** and **us**.

Premium

means the proportion of your membership fee used to pay for this policy.

Property

means material property.

Product

means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the **Member** and no longer in the possession or under the control of the **Member** but shall not include food or drink for consumption on the **Premises** of the **Member** or at any other premises where the **Member** is conducting the business.

Territorial Limits

means Worldwide.

Terrorism

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

We/Us/Our

means Liberty Mutual Insurance Europe SE UK Branch.

You/Your/Yours

means the **Member** who is covered under this **Policy** of insurance.

Policy Cover

Cover

The **Insurers** will indemnify the **Member**:

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a. **Injury** sustained by any person;
 - b. **Damage to Property**;

Occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Member's** use and/or ownership and/or control of a **Horse** or direct participation by the **Member** in other horse related activities.

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

Period of Coverage

From: 1st April 2022 or the date that membership begins

To: 31st March 2023

Both days inclusive

Important information

In respect of persons granted temporary day membership the period of cover is from the time of arrival at the site of the Schools and Universities Polo Association or the Schools Alumni Polo Association event in which they are participating until time of departure.

Limit of Indemnity and Excess

Limit of Indemnity £10,000,000 per **Incident**

Excess £1,000

Irrespective of:

- a. the number of parties and/or entities entitled to indemnity;
- b. the number of claimants;

the liability of the **Insurers** under this **Policy** including all Extensions in respect of any one **Incident** shall not exceed the Limit of Liability stated in the **Policy**.

Policy Extensions

1 Authorised Users' Indemnity

Covers any person given permission by the **Member** to use the **Member's Horse** or a **Horse** normally in the **Members** custody.

2. Grooms Indemnity

Covers Public Liability incurred by any groom whilst working for the **Member** whilst at practice chukkas, or at competitions in the United Kingdom organized under the auspices of or recognized by the Hurlingham Polo Association, the Schools and Universities Polo Association or the Schools Alumni Polo Association 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, fulfil and are subject to the terms, conditions, limitations and exclusions of the **Policy**

3. Cross Liabilities

If the **Member** comprises more than one party and/or entity the **Insurers** will indemnify each in the same manner and to the same extent as if a separate **Policy** had been issued to each.

Provided that the total amount of indemnity afforded by the **Insurers** shall not exceed the Limit of Liability stated in the **Policy** regardless of the number of parties and/or entities entitled to indemnity.

Policy Exclusions

This **Policy** will not apply to legal liability and/or **Legal Costs**:

1 Instruction

directly or indirectly caused by, arising from or in connection with providing instruction or services to do **with Horses** by way of gain.

2 Family Members

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

3 Racing

For Bodily Injury or loss or damage to Property arising from or in connection with Horse Racing, Point to Point racing or Steeple Chasing

4 Injury Sustained by Persons Employed

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

5 Product

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

6 Pollution Contamination

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

7 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.

8 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 but this Exclusion will not apply to waterborne craft not exceeding 4 metres in length in United Kingdom or Ireland territorial waters.

9 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.

10 Radioactive Contamination

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

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

11 Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

12 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

13 Defamation

in respect of any form of defamation.

14 Excess

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

15 Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and or in relation to the hiring, supervision, retention and/or personal development of any **Member** and/or **Person Employed** howsoever arising.

16 Asbestos

arising directly or indirectly from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

17 Terrorism

for **Injury**, loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or **Incident** contributing concurrently or in any other sequence to the loss.

This insurance also excludes **Injury** loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Member**.

In the event any portion of this **Policy** Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

18 Cyber

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.

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 aerosol.

20 War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

21 Professional or Commercial Activities

For **Injury** or **Damage** 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**.

22 Hire or Reward

For **Injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a **Horse** for hire or reward.

23 Known Incidents

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

24 Player to Player

For any claim made by one player against another player for **injury** or **damage** sustained whilst both parties are playing, practicing or training for polo.

24 Injury or Damage to Horses

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

Policy Conditions

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

1 Claims procedure

It is a condition of this insurance that the **Member** shall give notice to the **Insurers** as soon as is reasonably practicable of any **Incident** that may give rise to a claim under this **Policy** and shall give all such additional information as the **Insurers** may require.

Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to the **Insurers** immediately after they are received.

The **Member** shall at all times, in addition to their obligations set out above afford such information to and co-operation with the **Insurers** or their appointed agents to allow the **Insurers** to be able to comply with such relevant Practice Directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

The **Insurers** shall be entitled (either before or after any payment hereunder) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the **Member**. The **Member** shall not admit liability or make any offer or promise of payment without the written consent of the **Insurers**.

The **Member** shall keep adequate records and shall give such information and assistance as the **Insurers** may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

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

Telephone: 01635 247474

Fax: 01635 247474

E-mail: liability@kbis.co.uk

2 Observance of Terms and Right of Recovery

Observance of the terms of this **Policy** relating to anything to be done or complied with by the **Member** is a condition precedent to any liability of the **Insurers**.

3 Excess

No indemnity is provided until the applicable **Excess** for any claim has been paid to and received by the **Insurers** hereon.

4 Non-Contribution Clause

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

5 Other Insurances

If at any time of any claim(s) covered by this **Policy** there is or but for the existence of the **Policy** would be any other insurance covering the same legal liability the indemnity afforded by this **Policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the **Policy** not been effected and subject to the Limit of Liability.

6 Discharge of Liability

In respect of any claim(s) against the **Member** to which a Limit of Liability applies, the **Insurers** may at any time pay the amount of such Limit after deduction of any sums already paid or incurred or any less amount for which at the absolute discretion of the **Insurers** such claim(s) can be settled. The **Insurers** will relinquish control of the said claim(s) and be under no further liability in respect thereof except for **Legal Costs** for which the **Insurers** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **Legal Costs**.

7 Cancellation

The **Master Policy holder** can cancel this insurance at any time.

The **Member** can cancel this insurance by terminating their membership of the Schools and Universities Polo Association or the Schools Alumni Polo Association.

We can cancel this insurance by giving the **Master policy holder** 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.

8 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.

9 Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to the law of England, Wales and the Republic of Ireland and only a Court in England, Wales or the Republic of Ireland shall have jurisdiction. The Premium for this insurance 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.

10 Data Protection Act 2018

It is understood by the **Member** that any personal data provided to the **Insurers** regarding the **Member**, its Employees or Agents will be processed by the **Insurers**, in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

The **Insurers** will keep such information secure at all times. In certain circumstances, for example for systems administration purposes, the **Insurers** may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with this insurance the **Insurers** assume that **You** agree to them transferring **your** information to a country outside the EEA.

Should **You** wish to obtain the information that **We** hold on **You**, or how your personal data is used, please contact the data protection officer, Liberty Specialty Markets, 20 Fenchurch Street, London, EC3A 2AZ.

Dataprotectionofficer@libertyglobalgroup.com

11 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 the **Property**;
- 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**.

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 employees and in the employment of competent staff.

12 Fraud

If the **Member** makes a fraudulent claim under this Master **Policy**, the **Insurers**:

- a) are not liable to pay the claim; and
 - 1) may recover from the **Member** any sums paid by the **Insurers** to the **Member** in respect of the claim; and
 - 2) may by notice to the **Member** treat this insurance contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurers** exercise their rights under Condition 12. c) above:

- a. the **Insurers** shall not be liable to the **Member** in respect of a relevant **Incident** occurring after the time of the fraudulent act. A relevant **Incident** is whatever gives rise to the **Insurers'** liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b. the **Insurers** need not return any of the **premium** paid.

This condition will apply to only the individual **Member** of the **Master Policy** and not the entire group if the fraud was perpetrated by an individual **Member** and not the **Master Policyholder**.

13 Subrogation

Any claimant under this **Policy** shall, at the request and the expense of the **Insurers**, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the **Member**, whether such steps are or become necessary before or after any payment is made by the **Insurers**.

14 Sanctions

We will not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

15 Termination of Membership

Termination of the Schools and Universities Polo Association or Schools Alumni Polo Association Membership from any cause will similarly terminate cover under this master **Policy** from the same date.

Further Information

Complaints Procedure

Liberty Mutual Insurance Europe SE UK Branch aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the Policy.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE UK Branch
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting **your** Policy and/or claim number;

or

Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting **your** Policy and/or claim number.

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Ombudsman Service (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London, E14 9SR
Tel: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the FOS to review **your** complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm.

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **you** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,
7, boulevard Joseph II
L-1840 Luxembourg
Tel: (+352) 22 69 11 - 1
Email: caa@caa.lu
www.caa.lu

or

Service national du Médiateur de la consommation
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg
Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu

or

Médiateur en Assurances
ACA,
12, rue Erasme
L-1468 Luxembourg
Tel: (+352) 44 21 44 1
Email: mediateur@aca.lu
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service - this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

Identity of the Insurer

Liberty Mutual Insurance Europe SE UK Branch (LMIE UK) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE UK is a branch of Liberty Mutual Insurance Europe SE (LMIE). LMIE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE UK is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. LMIE UK's address is 20 Fenchurch Street, London EC3M 3AW.

www.libertyspecialtymarkets.com

Financial Services Compensation Scheme

If Liberty Mutual Insurance Europe SE UK Branch are unable to meet their liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.