

# Public Liability Policy Summary for Members of The Pony Club

**Key Facts document providing summary of cover offered by Pen Underwriting Limited on behalf of Markel as specified in the Master Policy B1161D1766947. Please refer to the Master Policy for full details.**

## Type of Insurance and Cover

- Cover is provided in respect of personal liability for all Members of The Pony Club to pay compensation including legal costs for:
  - Accidental death or Bodily Injury to a third party
  - Accidental loss or damage to third party material Property

Arising out of the Member's use and/or ownership and or control of a Horse or Horse drawn vehicle and direct participation by the Member in other Horse related activities

- The duration of this Insurance contract is the date that the Assured becomes a Member of The Pony Club and annually on 1st July thereafter.

## Significant Features and Benefits

- The limit of Indemnity is £2,000,000 in respect of any one event of series of events arising from a single cause.
- The Limit of Indemnity is increased to £30,000,000 by Excess of Loss Policies arranged with International Insurance Company of Hannover Limited and Chubb Insurance Company of Europe, which follow the same wording.
- Cover applies Worldwide
- Cover is extended to include indemnity for any person given permission by the Member to use their Horse or Horse drawn vehicle.
- Cover is extended to include indemnity for any groom whilst working for the Member

## Significant and Unusual Exclusions or Limitations

- Coverage excludes the first £1,000 of any claim for third party Property damage.
- Coverage excludes Bodily Injury to any member of the Assured's family or household or to any Employee.
- Coverage excludes loss of or damage to Property belonging to or in the care, custody and control of the Assured or a member of their family, household or a person in their service.
- Coverage excludes 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 the case of grooms working for the Assured.
- Coverage excludes any claim arising as a result of Horse racing, Point to Point racing, Steeplechasing or Team chasing other than Endurance racing and official Pony Club Race Days and Training Days.
- Coverage excludes the use of a Horse or Horse drawn vehicle for Hire or Reward.

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## Significant Conditions

- The Assured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishings and vehicles in sound condition.
- The Assured shall make good or remedy any defect or danger which becomes apparent or will take additional precautions as the circumstances may require.
- This is a policy of last resort. Therefore, if any claim covered by the Master Policy is also covered in whole or in part by any other insurance policy, the liability of the Underwriters will only apply once the limit of indemnity under such other insurance policy has been exceeded.
- Each Member is deemed to be a separate Assured and Underwriters will treat each party as though a separate Insurance has been issued to each of them.

## Significant Definitions

- **“Member”** shall include:
  - Any Member of The Pony Club 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.
  - Any Member of The Pony Club normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland
  - Any person granted temporary membership of The Pony Club by virtue of attending a Pony Club Activity with a view to obtaining full membership
  - If required by law, the parent or guardian of the said Member
  - Any person normally domiciled outside the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland, whilst participating in international competitions within the United Kingdom that are organised by or recognised by The Pony Club.
- **“Horse”** shall include:
  - Any horse, pony, donkey, mule, ass or jennet.

## Claims Notification

- In the event of a claim or possible claim the Assured must immediately notify Howden UK Group Limited, Woodlands, Manton Lane, Bedford, MK41 7LW. Telephone: 01234 311248
- The Assured must not admit liability or offer or agree to settle any claim without the Underwriters written permission.

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## Complaints

If you have a Complaint which relates to either your Policy or to a claim which you have submitted under your policy then please raise this in the first instance with your broker who will aim to resolve your concerns by close of the next business day.

If your broker is unable to deal with your concerns the matter will be forwarded onto Pen Underwriting Limited on behalf of your Insurers.

Whilst reviewing your complaint your Insurers will:

- Acknowledge your complaint promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of the progress of your complaint
- Do everything possible to resolve your complaint

Your Insurers are obliged to provide you with a written offer of resolution within 8 weeks of the date your complaint was received.

If you are unhappy with the final decision made by your Insurers, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9GE

Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from your Insurer to refer your complaint(s) to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

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>.

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## 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.**

## Identity of Insurers

### Markel International Insurance Company Limited

Markel International Insurance Company Limited (No. 966670) is registered in England and Wales at 20 Fenchurch Street, London, EC3M 3AZ

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



expect more

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