

EVIDENCE OF INSURANCE

EVIDENCE OF PUBLIC AND PRODUCTS LIABILITY INSURANCE EFFECTED WITH INTERNATIONAL INSURANCE COMPANY OF HANNOVER LIMITED BY THE PONY CLUB

The Pony Club (the "Master Policy Holder") has arranged a Master Policy with International Insurance Company of Hannover Limited (the "Underwriters") covering the Legal Liability as defined in the Master Policy of the Parties comprising the Assured specified below (the "Assured").

This Evidence of Insurance is issued as a Notice of Insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection on application to the Pony Club, Arena View, National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2RW.

Master Policy No: B0701D1166947

Brief details of coverage are given below.

Parties comprising the Assured:

- (1) the Pony Club and Pony Club Support Group Committees situated in the United Kingdom and at British Forces Bases in Cyprus and Germany
- (2) Pony Club Trading Limited
- (3) any Judge, Steward, Instructor, Office-holder or other Official or any Volunteer but only whilst acting for or on behalf of the Master Policy Holder or any of the aforementioned bodies including whilst travelling directly from the said person's private dwelling to the site of the official activity and return transit thereafter
(each such constituent part of the Master Policy Holder being hereafter termed the "Assured")

Period of Coverage: From 1st July 2011 to 1st July 2012 both days at 00.01 Greenwich Mean Time.

DEFINITIONS

In the Master Policy:-

- 1) for the purpose of the Public Liability and Products Liability Sections "Assured" shall at the request of the Assured include:-
 - (a) any director or Employee of the Assured while acting on behalf of or in the course of his employment or engagement by the Assured in respect of liability for which the Assured would have been entitled to indemnity under the Master Policy if the claim against any such person had been made against the Assured.
 - (b) any officer, member or Employee of the Assured's social, sports or welfare organisation or fire, first aid or ambulance service in his respective capacity as such.
 - (c) any director or senior official of the Assured in respect of private work carried out by any Employee of the Assured for any such person with the consent of the Assured.
 - (d) Sponsors of the Assured including Sponsors and Organisers of Dog Agility Sections at Events in respect of liability for which the Assured would have been entitled to indemnity under the Master Policy if the claim against any such Sponsor or Organiser had been made against the Assured.
Provided that such person shall as though he were the Assured observe fulfil and be subject to the terms, Conditions, Limitations and Exclusions set forth in the Master Policy.
- 2) "Business" shall mean:-
 - (I) the promotion and/or organisation of and/or participation in and/or attendance at Equestrian Activities and/or Associated Events (including social and fund raising activities) or Interests all in connection with the Assured and, in connection therewith,-
 - (a) the ownership and/or occupation (including maintenance) of premises
 - (b) the provision and management of canteen, social, sports and welfare organisations
 - (c) the provision and management of first aid, fire and ambulance services
 - (d) private work carried out with the consent of the Assured for any director or senior official of the Assured by an Employee of the Assured
 - (II) the promotion and/or organisation of and/or participation in and/or attendance at activities organised by approved riding establishments for Pony Club Members
and no other for the purposes of this Master Policy.
- 3) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
- 4) "Property" shall mean material property.
- 5) "Employee" shall mean:-
 - (a) any person under a contract of service or apprenticeship with the Assured
 - (b) any labour master or labour only sub-contractor or person supplied by any of them
 - (c) any self-employed person

- (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Assured
 - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (f) any casual labourer while engaged in working for the Assured in connection with the Business.
- 6) "Products" shall mean any goods or products (including containers, labelling, instructions or advice provided in connection therewith) sold, supplied, erected, repaired, altered, treated or installed by the Assured in the course of the Business.
- 7) "Pollution" shall mean:-
- (a) all pollution or contamination of buildings or other structures or of water or land or of the atmosphere and
 - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 8) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 9) "Terrorism" shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation 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) - which:-
- (i) is designed to or does:-
 - (a) intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - (b) disrupt any segment of the economy
- and
- (ii) from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

INSURING CLAUSES

The Underwriters under the Master Policy agree, subject to the terms, Conditions, Limitations, Exclusions and Endorsements set forth therein to indemnify the Assured:-

- 1) against 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 to the aforementioned Limit of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in the Public and Products Liability Sections thereof.
- 2) against 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.
- 3) against the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:-
 - (a) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property which may be the subject of indemnity under the Master Policy.
- 4) under the Public Liability and Products Liability Sections thereof against:
 - (a) costs and expenses incurred with the written consent of the Underwriters
 - (b) costs and expenses awarded against the Assured or any Director or Employee of the Assured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under Part II of the Consumer Protection Act 1987 which occurs during the Period of Coverage set forth herein where the circumstances of the alleged offence may be the subject of indemnity under the Master Policy. Provided always that the Underwriters shall not be liable:-
 - (i) for the payment of any fine or penalty.
 - (ii) where the prosecution results from a deliberate Management decision, act or omission.

The indemnity provided by the Master Policy shall apply only to judgements of first instance against the Assured in the Courts of Law within the European Union and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

PUBLIC LIABILITY SECTION

The Assured is indemnified by the Public Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property
- 3) Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water happening anywhere in the World during the Period of Coverage set forth herein and arising in the course of the Business only.

EXCLUSIONS

The Underwriters shall not indemnify the Assured under the Public Liability Section against liability:-

- 1) for loss of or damage to Property belonging to the Assured or in the custody or control of the Assured or of any Employee of the Assured other than:-
 - (a) Employees' or visitors' Property.
 - (b) any premises including contents which are temporarily occupied by the Assured for the purpose of carrying out the Business.
- 2) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:-

- (a) any mechanically propelled vehicle but this Exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Assured is not entitled to indemnity under any other Policy.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any Products after they have ceased to be in the custody or control of the Assured.
- 4) arising out of Pollution.

EXCESS

The Public Liability Section excludes the first GBP 1,000.- of each and every loss or damage to Property.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Assured under the Public Liability Section to any claimant or number of claimants 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 Public Liability Section).

1) Defective Premises.

The Public Liability Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any premises disposed of by the Assured.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of such premises.

2) Contingent Liability (Non-owned vehicles).

Notwithstanding anything contained in Exclusion 2(a) to the contrary the Public Liability Section extends to indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle not the property of or provided by the Assured being used in connection with the Business.

Provided always that the Underwriters shall not be liable for:-

- (a) loss of or damage to any such vehicle.
- (b) Bodily Injury or loss of or damage to Property resulting while such vehicle is being:-
 - (i) driven by the Assured.
 - (ii) driven with the general consent of the Assured or of the Assured's representatives by any person who, to the knowledge of the Assured or of such representatives, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - (iii) used in circumstances in which it is compulsory for the Assured to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension Definition 1 is deemed deleted and of no effect.

3) Forestry Commission and/or Ministry of Defence.

Notwithstanding anything contained in General Exclusion 3 to the contrary the Public Liability Section extends to indemnify the Assured to the extent required under an agreement between the Assured and The Forestry Commission and/or The Ministry of Defence in respect of liability assumed by the Assured under the terms of the said agreement.

4) Landowners/Stabling/Veterinary Indemnity.

The Public Liability Section extends to indemnify in like manner to the Assured:-

- (a) any landowner or occupier on whose land (including any structures contained thereon) events or other activities organised by the Assured are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only. This extension does not apply to Pony Club Linked Centres, except when their land is being used for an activity organised by a Branch of The Pony Club.
- (b) the owner of any stabling utilised by the Assured in the course of the Business for the period such stabling is being utilised and arising only out of the utilisation of such stabling by the Assured.
- (c) any Veterinary Surgeon or Medical Person in respect of his/her engagement by the Assured only, provided that if a more specific policy of insurance is in force covering such liability, the liability of the Underwriters under the Master Policy shall apply as excess of and not as contributory with such other insurance.

Provided always 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) Leased or Rented Premises.

Notwithstanding anything contained in Exclusion (1) to the contrary the Public Liability Section extends to indemnify the Assured against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.

Provided always that the Underwriters shall not be liable for :-

- (a) loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- (b) the first GBP 1,000.- of such loss or damage caused otherwise than by fire or explosion.

PRODUCTS LIABILITY SECTION

The Assured is indemnified by the Products Liability Section in accordance with the Insuring Clauses for:-

- 1) Accidental Bodily Injury to any person
- 2) Accidental loss of or damage to Property

happening anywhere in the World during the Period of Coverage set forth herein and caused by any Products.

EXCLUSIONS

The Underwriters shall not indemnify the Assured under the Products Liability Section against liability:-

- 1) caused by any Products in the custody or control of the Assured.
- 2) arising out of Pollution.
- 3) for loss of or damage to or any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
- 4) for loss or damage arising from the failure of any Product to fulfil its intended function.

EXCESS

The Products Liability Section excludes the first GBP 1,000.- of each and every loss or damage to Property.

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Assured under the Products Liability Section in respect of all claims against the Assured shall not exceed GBP 2,000,000.- *

EXTENSIONS TO PUBLIC LIABILITY AND PRODUCTS LIABILITY SECTIONS

- 1) Contractual Liability and Indemnity to Principal.

The Underwriters under the Master Policy will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections, in accordance with the Insuring Clauses and to the extent that any contract or agreement entered into by the Assured with any third party (hereinafter termed the "Principal") so requires:-

- (a) indemnify the Assured against liability assumed by the Assured
- (b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal arising out of the performance by the Assured of such contract or agreement.

Provided that:-

- (a) the conduct and control of claims is vested in the Underwriters.
- (b) the Principal shall observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy so far as they can apply.
- (c) the indemnity shall not apply to liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Assured as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

- 2) Sudden and Accidental Pollution.

The Underwriters under the Master Policy will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections, indemnify the Assured against liability in respect of Bodily Injury or loss of or damage to Property caused by Pollution resulting from a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Coverage set forth herein provided that:-

- (a) all Pollution arising out of such incident will be deemed to be one occurrence irrespective of the length of time or number of Periods of Coverage over which such Pollution occurs.
- (b) the Underwriters shall not indemnify the Assured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada.
- (c) nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

- 3) Health and Safety at Work Etc. Act 1974 Defence Costs.

The Underwriters under the Master Policy will, subject otherwise to the terms, Conditions, Limitations and Exclusions of the Public and Products Liability Sections indemnify the Assured against:-

- (i) costs and expenses incurred with the written consent of the Underwriters
- (ii) costs and expenses awarded against the Assured or any Director or Employee of the Assured in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Coverage set forth herein under the Health and Safety at Work etc. Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man the circumstances of which may be the subject of indemnity under the Master Policy.

Provided always that the Underwriters shall not be liable:-

- (a) for the payment of any fine or penalty.
- (b) where the prosecution results from a deliberate Management decision, act or omission.

- 4) Court Attendance.

In the event of any of the undermentioned persons attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Assured is entitled to indemnity under the Master Policy the Underwriters will provide compensation to the Assured at the following rates per day for each day on which attendance is required.

- (a) any director or partner of the Assured GBP 100.-
- (b) any Employee GBP 50.-

- 5) Corporate Manslaughter Legal Defence Costs Extension.

Subject to the written consent and the control of the Underwriters and subject to all other Conditions and Exclusions applicable to the Master Policy, the indemnity provided under the Master Policy is extended to indemnify the Assured

and, if the Assured so requests, any person employed or director or partner of the Assured, in respect of legal costs incurred in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation provided that an offence is alleged to have been committed during the Period of Insurance and in the course of the Business.

The maximum amount payable under this Extension shall not exceed GBP 1,000,000 in all during any one Period of Insurance.

This extension shall not apply:

- a) to fines or penalties of any kind or the costs of implementing any remedial order or publicity order.
- b) where indemnity is provided by any other insurance.

GENERAL EXCLUSIONS

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

- 1) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 2) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) any liability which is assumed by the Assured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 4) punitive or exemplary damages.
- 5) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.
- 7) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from Horse racing, point to point racing, steeplechasing or team chasing other than:-
 - (a) Endurance Riding.
 - (b) Official Pony Club Race Days and training Days.
- 8) any claim arising from circumstances known to the Assured prior to the commencement of the Assured's coverage under the Master Policy.
- 9) any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not; or
 - (b) any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Assured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

- 10) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism.
- 11) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 12)
 - (i) damages, direct or consequential, on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - (ii) 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, including but not limited to mildew, mould, spore(s) or allergens; or
 - (iii) or any obligation or duty to defend any actions on account of Bodily Injury, property damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergensirrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring. For purposes of this exclusion, "Bodily Injury" shall include mental anguish, mental injury and/or emotional distress.
- 13) any claim arising 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.

GENERAL CONDITIONS

- 1) The Assured shall:-
 - (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Assured and for which there may be liability under the Master Policy.
 - (b) advise the Underwriters in writing immediately the Assured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Assured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Assured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Underwriters.
- 3) The Underwriters may at any time at their sole discretion pay to the Assured the maximum sum payable under the Master Policy or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Assured to pay a sum in excess of the Limit of Indemnity the Underwriters' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters' payment to the Assured bears to the total payment made by or on behalf of the Assured in settlement of the claim or claims.
- 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. This condition shall not apply in respect of Forestry Commission or Ministry of Defence as provided for under Extension 3 or Landowners or Owners of Stabling only as provided for under Extension 4 to the Public Liability Section.
- 6) Any fraud, misstatement or concealment by an Assured in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall render the Master Policy in respect of such Assured null and void and all claims in respect of such Assured shall be forfeited.
- 7) The Underwriters will, subject to the terms, Conditions, Limitations and Exclusions of the Master Policy, treat each party termed the "Assured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during the Period of Coverage set forth herein in excess of the amount stated in the Section under which the claim is made as the Limit of Indemnity.
- 8) The Assured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 9) The due observance of the terms, provisions and conditions of the Master Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of the Underwriters to make any payment under the Master Policy.

The above is a summary of Policy No: B0701D1166947

- * 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.