

POLICY SUMMARY

PERSONAL 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 Policy Summary 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:

all Members of the Pony Club

(each such Member being hereafter termed the "Assured")

Period of Coverage: From: (i) 1st July 2011 at 00.01 GMT, or
(ii) the date that the initial or renewal of membership subscription is received by the Pony Club or
(iii) the renewal date of the membership with the Pony Club providing the membership subscription is received by the Pony Club within 31 days of the said renewal date,
whichever date is the later
To: 1st July 2012 at 00.01 GMT.

- N.B. (i) In respect of persons granted temporary membership as provided for in Definition 4(b) the Period of Coverage shall be from time of arrival at the site of the Pony Club Activity at which they are attending (occurring between 1st July 2011 at 00.01 GMT and 1st July 2012 at 00.01 GMT) until time of departure therefrom only.
- (ii) In respect of persons granted cover under Definition 4 (g) the Period of Coverage shall be from time of arrival at the site of the Pony Club Parents' Course (occurring between 1st July 2011 at 00.01 GMT and 1st July 2012 at 00.01 GMT) until time of departure therefrom only.

COVER/SIGNIFICANT FEATURES

DEFINITIONS

In the Master Policy:-

- 1) "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
- 2) "Property" shall mean material property.
- 3) "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.
- 4) "Member" shall mean:-
 - (a) any member of:-
 - The Pony Club
 - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, Republic of Ireland or at bases of Her Majesty's Forces Overseas

- (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or Republic of Ireland who has paid his/her membership subscription to the Pony Club,
- (b) any person granted temporary membership of the Master Policy Holder by virtue of attending a Pony Club Activity with a view to obtaining full membership

or

- (c) if required by Law, the parent or guardian of the said member.
- (d) in the event of the death of the member, the personal representatives of the member in respect of liability incurred by the member.
- (e) any person normally domiciled outside the countries specified in (a)(i) above whilst participating in international competitions in the United Kingdom organised under the auspices of or recognised by the Pony Club from the time of arrival at the site of the competition until time of departure therefrom.
- (f) any Pony Club District Commissioner.
- (g) any person attending a Pony Club Parents' Course.

Providing that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of the Master Policy.

- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
 - 6) "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 Personal Liability Section 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.

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.

PERSONAL LIABILITY SECTION

The Assured is indemnified by the Personal 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 arising out of the Assured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Assured in other Horse related activities.

EXCESS

The Personal 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 Personal 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 Personal Liability Section).

- 1) **Authorised Users' Indemnity.**
The Personal Liability Section extends to indemnify in like manner to the Assured any person given permission by the Assured to use the Assured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Assured's custody whilst using such Horse or Horse drawn vehicle only subject always to General Condition (5).
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.

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

EXCLUSIONS/CONDITIONS

EXCLUSIONS

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

- 1) Bodily Injury to any member of the Assured's family or household.
- 2) loss of or damage to Property belonging to or in the care, custody or control of the Assured or member of the Assured's family or household or a person in their service.
- 3) Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Assured. This Exclusion is deemed not to apply in respect of grooms working for the Assured as provided for in Extension (2) hereof.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) punitive or exemplary damages.
- 8) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 9) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Assured.
- 10) Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) Horse racing, point to point racing, steeplechasing or team chasing other than:-
 - (a) Endurance Riding.
 - (b) Official Pony Club Race Days and Training Days.
 - (ii) the use of a Horse or Horse drawn vehicle for hire or reward.
- 11) any claim arising from circumstances known to the Assured prior to the commencement of the Assured's coverage under the Master Policy.
- 12) 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.
- 13) 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.
- 14) 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.
- 15)
 - (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) for 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) for 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 allergens

irrespective 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.

- 16) 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.

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.
- 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 Personal Liability Section as the Limit of Indemnity.
- 8) 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.

CLAIMS NOTIFICATION

(See CONDITIONS 1 and 2 above)

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

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

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

COMPLAINTS

Any enquiry or complaint should be addressed in the first instance to Windsor Partners Limited, 71 Fenchurch Street, London EC3M 4BS.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department, International Insurance Company of Hannover Limited, 1 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA to review your case without prejudice to your rights in law.

In all communications the Master Policy number appearing above should be quoted.

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

COMPENSATION

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liabilities. You may be entitled to compensation up to GBP 2,000 for the first part of any claim and 90% of the remainder. Further details can be obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk>

CANCELLATION RIGHTS

Being a group policy effected by the Master Policy Holder this Insurance does not provide the member with the statutory right to cancel an Insurance within 14 days that applies to individual Insurance policy contracts.

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

The 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.