

**POLICY SUMMARY  
PUBLIC LIABILITY INSURANCE  
EFFECTED BY  
THE POINT TO POINT AUTHORITY**

**keyfacts**

**to cover Legal Liability of Amateur Riding Participants as specified below**

THIS IS A POLICY SUMMARY AND DOES NOT CONTAIN THE FULL TERMS, EXCLUSIONS AND CONDITIONS OF THE COVER, WHICH CAN BE FOUND IN MASTER POLICY NO: B1161D1862826 ISSUED TO THE POINT TO POINT AUTHORITY.

THIS INSURANCE IS UNDERWRITTEN BY THE INSURERS SPECIFIED HEREIN. A FULL POLICY WORDING IS AVAILABLE ON REQUEST TO THE POINT TO POINT AUTHORITY.

Parties comprising the Insured - Amateur Riding Participants normally domiciled in England, Scotland or Wales in Point to Point races and jockey competency assessments taking place in the Point to Point racing season occurring during the Master Policy Period who have been granted a Riders Qualification Certificate entitling them to ride in such Point to Point races

Period of Coverage: From time of arrival at the racecourse with the intention to declare to race in a Point to Point, to the time of departure, and taking place during the period from 1<sup>st</sup> November 2018 at 00.01 GMT to 1<sup>st</sup> November 2019 at 00.01 GMT

**COVER/SIGNIFICANT FEATURES**

**SIGNIFICANT DEFINITIONS**

- 2) "Business" shall mean riding as a competitor in Point to Point races and taking part in a jockey competency assessment and no other for the purposes of the Master Policy.
- 3) "Bodily Injury" shall mean death, injury, illness or disease.
- 4) "Property" shall mean material property.

**PUBLIC LIABILITY SECTION**

Covers the Insured for all sums which the Insured shall become legally liable to pay as damages and, in addition, claimants' costs and expenses in respect of:-

- (a) Accidental Bodily Injury to any person
- (b) Accidental loss of or damage to Property

happening from the time of arrival at the racecourse with the intention to declare to race in a Point to Point to the time of departure thereof, including during the course of a point to point race, or happening during the course of a jockey competency assessment:-

- (i) taking place in Great Britain, Northern Ireland or the Republic of Ireland and
- (ii) being run in accordance with rules for Point to Point racing laid down by The British Horseracing Authority during the Period of Coverage set forth herein and arising out of the Business of the Insured in connection with a Point to Point race, as provided for above, only.

**EXCESS**

The first GBP 250.00 of each and every claim made against the Insured for loss of or damage to third party Property.

**LIMIT OF INDEMNITY**

The liability of the Underwriters for all damages payable by the Insured under the Master Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed GBP 10,000,000.00

**EXCLUSIONS/CONDITIONS**

**SIGNIFICANT EXCLUSIONS**

- 6) Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured.
- 8) loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured.
- 11) Bodily Injury or loss of or damage to Property arising out of Pollution.
- 12) 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.
- 13) 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.
- 14) hazardous materials.
- 15) fungus, including but not limited to mildew, mould, spore(s) or allergens.
- 16) asbestos or materials or products containing asbestos.

**SIGNIFICANT CONDITIONS**

- 4) The Insured shall take all reasonable care to prevent accidents and act in accordance with all statutory obligations and regulations. The Insured 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 Insured 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 the Insured null and void and all

claims in respect of the Insured shall be forfeited.

- 10) In the event of the withdrawal of the Riding Participant's Riders Qualification Certificate by the Master Policyholder the said Riding Participant's cover under the Master Policy shall be cancelled from the time of such withdrawal.

#### **CLAIMS NOTIFICATION**

In the event of a claim or any circumstance that may give rise to a claim under the Master Policy the Insured must immediately notify Woodgate and Clark Limited, The Red House, King Street, West Malling, Kent, ME19 6QT  
Tel: 01732 848077 Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

**THE INSURED 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**

This Policy is insured 100% by Syndicate DTW1991 at Lloyd's. In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate DTW1991 using one of the following options:-

- (a) In writing (letter or email) to the address shown below or
- (b) By telephone to the telephone number shown below.

The Compliance Officer, Syndicate DTW1991, 71 Fenchurch Street, London, EC3M 4BS.  
Email: [complaints@DTW1991.com](mailto:complaints@DTW1991.com) Tel: +44 (0)20 7 977 0847 Fax: +44 (0)20 7 283 9872

We will review your complaint and will investigate the circumstances regarding your complaint and write to you within fourteen (14) calendar days with a response.

If you are not satisfied with the response, or have not received a response from us within fourteen (14) calendar days, you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response. If you wish to ask Lloyd's to investigate your complaint you may do so by contacting:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com) Tel: +44 (0)20 7 327 5693 Fax: +44 (0)20 7 327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service. If you are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP 1,000,000 annual income or a trustee of a trust with net asset value of less than GBP 1,000,000 you may refer the matter to the following organisation:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.  
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)  
Tel: +44 (0)800 0234 567

Please remember that you will have to refer your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect your legal rights. If you appoint someone to act on your behalf or if you ask someone else to act on your behalf you should provide us with written authority to allow us to deal with them. We will not pay their costs.

#### **CANCELLATION RIGHTS**

Being a group policy effected by the Master Policyholder 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 – THE WITHDRAWAL OF THE INSURED'S RIDERS QUALIFICATION CERTIFICATE BY THE POINT TO POINT AUTHORITY WILL TERMINATE THE INSURED'S COVER UNDER THE MASTER POLICY FROM THE SAME DATE.**

#### **IDENTITY OF INSURERS**

**Syndicate DTW1991 at Lloyd's of London – 100%**