

**POLICY SUMMARY
PUBLIC LIABILITY INSURANCE
EFFECTED BY**

keyfacts

**THE POINT TO POINT AUTHORITY, THE POINT TO POINT OWNERS AND RIDERS
ASSOCIATION AND THE BRITISH HORSERACING AUTHORITY.
to cover Legal Liability of Owners and Owner's Representatives of horses with Hunter
Certificates 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: B1161D1768677 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 - The owner or owner's representative of Horses with a Registered Hunter Certificate and / or participating in a Hunt Members race or Hunter Chase taking place in the Point to Point racing season occurring during the Period of the Master Policy.

Period of Coverage: From time of arrival of the horse at a Point-to-Point course for the purpose of running in a Point-to-Point or Hunt Member race, or time of arrival at a licensed racecourse for the purpose of running in a Hunter Chase or a jockey competency assessment location for the sole purpose of undertaking a competency assessment , until time of departure during the period from 1st November 2018 at 00.01 GMT to 1st November 2019 at 00.01 GMT

COVER/SIGNIFICANT FEATURES

SIGNIFICANT DEFINITIONS

- 2) "Bodily Injury" shall mean death, injury, illness or disease.
- 3) "Business" shall mean running the Registered Horse in a Point-to-Point, Hunt members race or Hunter Chase.
- 5) "Owner" shall mean each individual, syndicate, partnership (or individual member thereof) or Company (or individual shareholder thereof) that is the legal owner of the Registered Horse at the time of the occurrence of the Bodily Injury or damage to Property giving rise to a claim.
- 6) "Owners representative" shall mean the representatives having care, custody or control of the Registered Horse and acting for an on behalf of the Owner for the perhaps of the Business.
- 7) "Registered Horse" shall mean each horse intended to run in a Point-to-Point, Hunt Members race or Hunter Chase and holding a Hunter Certificate registered at Weatherby's or a horse intending to run in a Hunt Members race where the Hunter Certificate has been submitted to the Point-to-Point meeting where the Hunt Members race is being held or each horse intended to be used for the purpose of undertaking a jockey competency assessment.

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 of the Registered Horse at a Point-to-Point course for the purpose of running in a Point-to-Point or Hunt Member race, or time of arrival at a licensed racecourse for the purpose of running in a Hunter Chase, until time of departure or a jockey competency assessment location for the sole purpose of undertaking a competency assessment , and

- (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 or Hunter Chasing 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.

- 15) Damages on account of Bodily Injury, property damage or medical payments resulting from fungus, including but not limited to mildew, mould, spore(s) or allergens.
- 15) Any claim arising from asbestos or materials or products containing asbestos.

SIGNIFICANT CONDITIONS

- 1) The Insured shall give immediate notice to the Underwriters in writing of anything which may give rise to a claim and if the Insured has any knowledge of any impending prosecution, inquest or fatal accident injury in connection with the incident.
- 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.

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

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 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 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 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 Website: 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 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 – 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.

