



Public Liability Insurance

The Point to Point Authority Limited



Public Liability Insurance

Master Policy evidence of Public Liability Insurance effected with the Insurers specified herein by The Point to Point Authority Limited.

This document (evidence of insurance) is issued for information only. It does not constitute a legal contract of insurance. This evidence is furnished in accordance with, and in all respects is subject to, the terms of the master policy. This evidence replaces any other evidence previously issued covering the insurance described herein.

This document is to notify the person(s) named below (the "Covered Party") that the following insurance has been effected with DTW 1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's (the "Underwriters") under a Master Policy (the "Master Policy") issued to the Master Policyholder (the "Master Policyholder") bearing the Master Policy Unique Market Reference shown below.

The original Master Policy document may be inspected at the offices of the Master Policyholder and a copy is available on request to the Master Policyholder. The respective names of and proportions underwritten by the Underwriters can be ascertained from the office of the Master Policyholder.

The relevant terms of coverage provided under the Master Policy are set out in the attached document.

Covered Party:

All Rider Qualification Certificate holders and Hunt Rider Certificate holders of the Point to Point Authority for participation in Point to Point races and jockey competency assessments, from time of arrival at the racecourse with the intention to race to the time of departure thereof, including during the course of a Point to Point race and taking place in the Point to Point racing season occurring during the Policy Period.

Name and address of Master Policyholder:

The Point to Point Authority Limited
Unit 30a, Shrivensham Hundred Business Park,
Majors Road, Watchfield, Swindon SN6 8TZ

Master Policy Unique Market Reference:

B1161D1962826

Period of Cover:

Effective Date:

From the point of membership as confirmed by the Master Policyholder at 00.01 GMT

Expiry Date:

1st November 2020 at 00.01 GMT

Limit of Liability:

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.

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

Who to contact in the event you wish to notify a claim:

In the event of a claim or any circumstance that is likely to give rise to a claim you must notify the following:

Woodgate and Clark Limited, The Red House,
King Street, West Malling, Kent, ME19 6QT.

E: new.claims@woodgate-clark.co.uk

T: +44 (0)1732 848077

Who to contact in the event you have any enquiries:

For any enquiries which relate to your policy contact Emma Tildesley at Howden UK Group Limited at:

One Creechurch Place, London EC3A 5AF.

T: +44 (0) 20 7 133 1382

Who to contact in the event you wish to make a complaint:

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 or
- (c) Face to face (should you wish to speak to someone face to face please telephone Syndicate DTW1991 at the number shown below and this will be arranged).

The Compliance Officer

Syndicate DTW1991,
R&Q Managing Agency Limited,
71 Fenchurch Street, London, EC3M 4BS.

E: complaints@DTW1991.com

T: +44 (0)20 7 977 0876

F: +44 (0)20 7 283 9872

Once your complaint is received Syndicate DTW1991 shall attempt to respond within 10 working days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Their address and contact details are as follows:

Complaints

Lloyd's, Fidentia House, Walter Burke Way,
Chatham Maritime, Kent, ME4 4RN

E: complaints@lloyds.com

T: +44 (0)20 7 327 5693

F: +44 (0)20 7 327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" 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 £1m annual income or a trustee of a trust with net asset value of less than £1m you may refer the matter to the following organisation:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square,
London, E14 9SR.

E: complaint.info@financial-ombudsman.org.uk

T: +44 (0)800 0234 567

www.financial-ombudsman.org.uk

Cancellation:

This Master Policy may be cancelled by the Master Policyholder at any time by written notice or by surrender of this Master Policy to the Underwriters. This Master Policy may also be cancelled by or on behalf of the Underwriters but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policyholder by delivering to the Master Policyholder or by mailing to the Master Policyholder by registered mail, at the Master Policyholder's address, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective.

Brief Details of Coverage: Definitions

In the Master Policy:

- 1) **“Insured”** shall mean 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 Period of the Master Policy who have been granted a Riders Qualification Certificate entitling them to ride in such Point to Point races.
- 2) **“Business”** shall mean the riding as a competitor in Point to Point races 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.
- 5) **“Employee”** shall mean:
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (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 who is hired to or borrowed by the Insured
 - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme.
- 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 Insured in the course of the Business.
- 7) **“Pollution”** shall mean:
 - (a) pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures.
 - (b) all loss or damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 8) **“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 Clause

The Underwriters under the Master Policy agree, subject to the terms, Conditions, Limitations, Exclusions and Limit of Indemnity set forth therein, to indemnify the Insured against:

- 1) 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 a racecourse with the intention to race until 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 or the Irish National Hunt Steeplechase Committee or Irish Horseracing Regulatory Board.
- 2) all costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be the subject of indemnity under the Master Policy.
- 3) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Insured 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.

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.

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

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 or destruction of or damage to Property by or under the order of any government or public or local authority.
- 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 Insured 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 Insured.
- 7) Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of wrongful advice, design or specification when given by the Insured for a fee or in circumstances where a fee would normally be charged.
- 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.
- 9) any liability arising from the ownership, possession or use under the control of the Insured or of any Employee of the Insured of:
 - (a) any mechanically propelled vehicle.
 - (b) any aircraft or other aerial devices, hovercraft or watercraft.
- 10) Bodily Injury or loss of or damage to Property caused by any Products after they have ceased to be in the custody or control 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) (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) 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.

15) 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.

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

17) any claim arising out of moveable or non-permanent cross country jumps that are not secured in line with current British Eventing regulations. This exclusion is deemed to apply irrespective of whether the Insured holds competitions under British Eventing rules.

18) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

Conditions

1) The Insured shall:

- (a) give immediate notice to the Underwriters in writing of anything which may give rise to a claim being made against the Insured and for which there may be indemnity under the Master Policy.
- (b) advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.

Notification to Howden UK Group Limited shall be deemed to be notification to Underwriters.

- 2) The Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

- 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.
- 7) The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk.
- 8) 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.

LMA3135 (amended) 20h October 2019

Terms and Conditions

The Master/Group Policyholder ("Master Policyholder") shall comply with the terms and conditions below:

The Underwriters recognise that the Master Policyholder may appoint an Administrator to administer certain functions of the Master/Group Policy ("Master Policy"). Notwithstanding the above, it remains the Master Policyholder's responsibility to ensure compliance with the terms and conditions set out below:

Retention and provision of records:

1.1 The Master Policyholder shall establish and maintain complete records relating to all

Covered Parties in connection with the Master Policy, including copies of all evidences of Insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the Master Policyholder shall provide to the Underwriters upon request copies of such records or documentation, or any other information as the Underwriters may reasonably require from time to time, relating to the Covered Parties.

Security of Documents:

2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the Underwriters, the Master Policyholder shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master Policy and ensure that any issuance or production of such documents by the Master Policyholder thereafter ceases.

Claims, Complaints or Proceedings:

3.1 If the Master Policyholder is made aware by a Covered Party of a claim or complaint that the Covered Party wishes to make under the Master Policy, the Master Policyholder shall promptly inform the Covered Party of the arrangements established by the Underwriters for the making of claims or complaints (as applicable) and shall promptly notify to the Underwriters full details of the claim or complaint (as applicable);

3.2 Where the Master Policyholder is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the Underwriters, the Master Policyholder, arising out of the operation of or in connection with the Master Policy, the Master Policyholder shall promptly provide the Underwriters with full details of the same.

Compliance with the law and financial crime

4.1 Without prejudice to any of the rights or obligations otherwise specified in the Master Policy, the Master Policyholder shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Covered Parties, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master Policy comply with such laws where applicable;

4.2 The Master Policyholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

Data Protection

5.1 The Master Policyholder shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term “local data protection legislation” shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

5.2 For the purposes of this Section 5:

“data controller” means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

“data processor” means the person who processes personal data on behalf of the data controller;

“data subject” means the identified or identifiable natural person to whom the personal data relates;

“personal data” means any information relating to the data subject;

“processing” means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

Communication with covered parties

6.1 The Master Policyholder shall inform the Covered Parties of any changes to the Master Policy, which are relevant to the coverage provided to the Covered Parties, including cancellation or non-renewal of the Master Policy.

Automatic or tacit renewal of insurances bound

7.1 The Master Policyholder must not take any steps which have the effect of committing the Underwriters to automatic or tacit renewal of any benefit provided to Covered Parties under the Master Policy unless otherwise agreed in writing in advance by the Underwriters.

Promotional and marketing material

8.1 The Master Policyholder must agree with the Underwriters any specific marketing or promotional material to be used in relation to the Master Policy, including on any internet website, portal or similar online system.

Licensing

9.1 The Master Policyholder shall ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under the Master Policy.

LMA5239
19 October 2015

