

30th August 2016

T: 020 7133 1301
E: info.equine@howdengroup.com

Equestrian Interschhools Ireland
c/o Yvonne Byrne,
Varakai, Oak Way
Walshestown, Newbridge
Co Kildare

Attention of : Yvonne Byrne

Dear Yvonne

Reference: D16G0900
Subject: Combined Liability Insurance Policy
Assured: Equestrian Interschhools Ireland

Further to your instructions to proceed with the placement of your Combined Liability insurance policy, we are pleased to attach your policy documentation.

We advise you to examine any insurance documents we send you very carefully to ensure they meet your requirements. If you believe they are incorrect please advise us immediately.

Premium Payment

Please note the following important clause regarding premium payment which is applicable to your policy:

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Broker at  16 Eastcheap London EC3M 1BD t: +44(0)20 7133 1200 • f: +44(0)20 7133 1500 • www.howdengroup.com

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Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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Duty of Disclosure

We take this opportunity to remind you of your duty to take reasonable care to answer all of the insurers questions fully and accurately and to ensure that any information that you provide is not misleading. Where a statement of fact has been provided by the insurer, it is your duty to check that the information is full, accurate and not misleading. This duty exists when arranging your policy, when it is renewed and at any time that it is varied and for the duration of the policy. If you do not do this, your insurers may be able to impose different terms on your policy cover, may charge you a higher premium, or in some circumstances may be able to avoid your policy from inception and any claims made would not be paid.

What to do if you have a complaint

If you wish to make a complaint you may do so by contacting any member of our staff by whatever means is convenient to you. If we cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS can be contacted by accessing the website www.financial-ombudsman.org.uk or telephoning 0800 0234567 or 0300 1239123.

If you have any queries at all please do not hesitate to contact us.

Yours sincerely



Catherine Morgan
Associate Director, Equine



COMBINED LIABILITY INSURANCE

Policy Wording and
Commercial Client Agreement

EFFECTED THROUGH

Howden UK Group Ltd
16 Eastcheap
London
EC3M 1BD

 **howden**

expect more

COMBINED LIABILITY INSURANCE

Certificate of Combined Liability Insurance

Effected through:

Howden UK Group Ltd
16 Eastcheap
London
EC3M 1BD

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by:

DTW 1991 Underwriting Limited

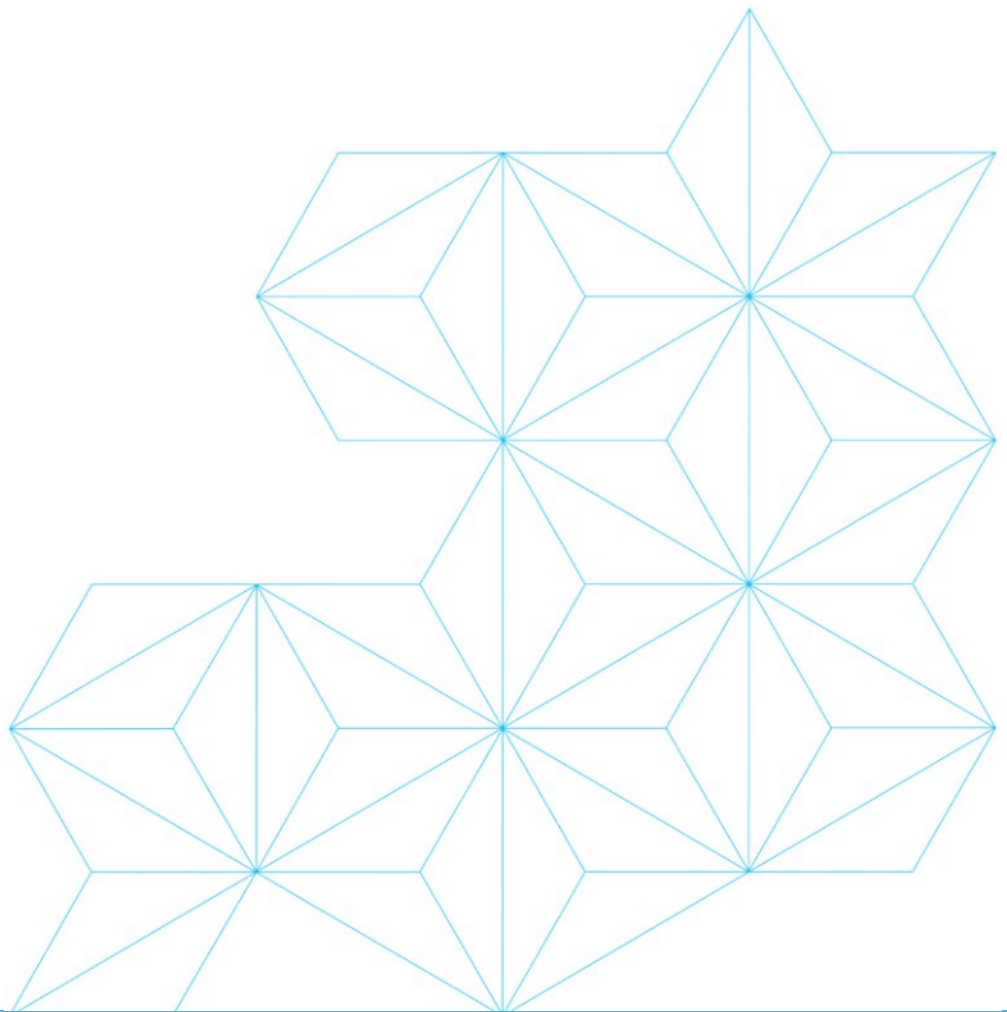
on behalf of Insurers whose identity is stated herein and whose proportion of liability will be detailed on request

(herein referred to as the Underwriters) and in consideration of the premium specified herein, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

In witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by:



Catherine Morgan



COMBINED LIABILITY INSURANCE

Important Notice

In this Important Notice the following expressions have the following meanings

- (a) "We" and "our" refers to DTW Underwriting Ltd on behalf of Syndicate 1991 at Lloyd's.
- (b) "You" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact Just Underwriting Equestrian immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to Just Underwriting Equestrian or the insurance broker who arranged the policy for you.

Any notices and documents that you are required to send to Syndicate 1991 at Lloyd's under the terms of the Policy should be addressed to DTW Underwriting Ltd, 5th Floor, Fountain House, 130 Fenchurch Street, London, EC3M 5DJ. (or such other address that you are notified of from time to time).

POLICY PROVISIONS

1. It is important to note that DTW Underwriting Ltd acts as agent of the Underwriters in respect of this insurance.
2. In the event of a general enquiry or query relating to your policy you, the Insured, should in the first instance contact the insurance broker who arranged this insurance or the Coverholder at the address below:

Howden UK Goup Limited
16 Eastcheap
London
EC3M 1BD
Phone No: 020 7133 1200
Email: info.equine@howdengroup.com

3. In the event of a claim, or any circumstance that is likely to result in a claim, you must immediately notify the following:

Garwyn Ireland Limited
10B Beckett Way
Parkwest Business Park
Nangor Road
Dublin 12
Ireland
Free phone number: 087 959 0579
New notifications: dtw1991claims@garwyn.com

Who will handle the claim on behalf of the Underwriters.

4. This policy is insured 100% by Syndicate 1991 at Lloyd's so, in the event that you wish to make a formal complaint you should contact the Compliance Officer at Lloyd's Syndicate 1991 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 Lloyd's Syndicate 1991 at the number shown below and this will be arranged).

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Compliance Officer
DTW Underwriting Ltd
110 Fenchurch Street
London
EC3M 5JT
Telephone: +44 (0)207 977 0876
Email: complaints@dtw1991.com

Once your complaint is received DTW Syndicate 1991 will acknowledge your complaint within 5 days and 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.

If you remain dissatisfied with the decision on your complaint or you have not received a decision within ten business days you may, if you wish, refer your complaint to the Lloyd's Country Manager for Ireland who will investigate and assess your complaint and aim to provide you with a final response within forty business days of the complaint being made to DTW Underwriting Ltd.

The contact details for the Lloyd's Country Manager for Ireland are as follows:

Lloyd's Country Manager
Lloyd's Representative Ireland Ltd
7/8 Wilton Terrace
Dublin 2
Ireland
Telephone: +353 1 644 1000
Email: loydsireland@lloyds.com

Should you remain dissatisfied with the final response from the Lloyd's Country Manager for Ireland or if you have not received a final response within forty business days of the complaint being made, you may refer your complaint to the Financial Services Ombudsman (FSO). The contact details for the FSO are as follows:

Financial Services Ombudsman
3rd Floor, Lincoln House
Lincoln Place
Dublin 2
Ireland
Telephone: +353 1 6 620 899
Fax: +353 1 6 620 890
Email: enquiries@financialombudsman.ie

STATUTORY STATUS DISCLOSURE

DTW Underwriting Ltd on behalf of Syndicate 1991 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

SEVERAL LIABILITY

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

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SCHEDULE OF INSURANCE

Policy Number: D16G0900 **Agreement No:** SCO-005-WEQ-2015
Agreement UMR: B6991SCO2015S01

Proposal form dated: No proposal form provided

Assured: Equestrian Interschools Ireland

Address: c/o Yvonne Byrne,
Varakai, Oak Way
Walshestown, Newbridge
Co Kildare

Business: Inter Schools Riding Club including the organisation and running of championships and members indemnity at all Equestrian Interschools Ireland affiliated events

Period of insurance: **From** 1st September 2016 at 00.01 GMT
To 1st September 2017 at 00.01 GMT
and any subsequent period for which renewal of this insurance is agreed

Premium: EUR 2,267.82 including EUR 106.57 Irish Levy and EUR 30.00 Administration Fee

Limits of Indemnity

Section 1. Employers' Liability:	EUR 13,000,000 any one occurrence or series of occurrences arising from one event and unlimited in the aggregate in the Period of Insurance.
Section 2. Public Liability:	EUR 6,500,000 any one occurrence or series of occurrences arising from one event and unlimited in the aggregate in the Period of Insurance.
Section 3. Products Liability:	Not included

Extensions and Excess

1. Horse Drawn Vehicles	Not Included
2. Care, Custody, Control	Not included
3. Personal Liability	Not Included
Excess:	The Assured shall bear the first EUR 1,500.00 of each and every claim each and every Property Damage claim made against the Assured under Section 2 or Section 3. Subject always to a maximum total exclusion during the Period of Coverage of EUR 6,000 in respect of Sections 2 and 3 combined. Notwithstanding the above, the Assured shall bear the first EUR 7,500.00 of each and every claim under Section 1 or Section 2 or Section 3 made against any person being the Assured or a constituent member or part of the Assured, as provided for herein, for Bodily Injury sustained by anyone Closely Related to such person.
Dated in London:	19-August-2016

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Endorsements

- a) the cover afforded by this insurance extends to include the terms, conditions and limitations of the following Premium Payment Clause LSW 3000.
- b) It is understood and agreed that notwithstanding anything contained herein to the contrary the cover afforded by this certificate is extended to include the following Clauses and Extensions
 - Members Indemnity Extension
 - Member to Member Extension

MEMBERS INDEMNITY EXTENSION

Section 2 of this Insurance extends to indemnify any Member in accordance with the Insuring Clauses for Accidental Bodily Injury to any person or Accidental loss of or damage to Property happening during the Period of Insurance set forth in the Schedule and arising whilst the Member is participating in the Assured Riding/Driving Club's official activities only.

MEMBER TO MEMBER EXTENSION

Section 2 of this Insurance extends to indemnify any Member in respect of liability, as provided for under optional Extension 1 above, to another Member provided that nothing contained in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Indemnity for Section 2.

For the purposes of Extensions 1 and 2 "Member" shall mean any member of the Assured Riding/Driving Club from the time that the membership subscription is accepted by the Assured until such time as the membership expires.

PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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Subject otherwise to all the terms, conditions and limitations of this Insurance.

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Definitions

In this Insurance:

1. "Assured" shall mean the Assured named in the Schedule and:
 - (a) at the request of the Assured:
 - (i) any director, partner, proprietor 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 this Insurance if the claim against any such person had been made against the Assured.
 - (ii) any officer, committee or member of the Assured.
 - (iii) 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.
 - (iv) any director, partner 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.
 - (v) any sponsor or grantor.
 - (b) in the event of the death of the Assured the personal representatives of the Assured in respect of liability incurred by the Assured.

Provided that such person shall as though he were the Assured observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Insurance as far as they can apply and the Limits of Indemnity set forth in the Schedule.

2. "Business" shall mean the description shown in the Schedule and shall include:
 - (a) the ownership, repair and maintenance of property
 - (b) the provision and management of canteen, social, sports and welfare facilities
 - (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, partner or senior official of the Assured by an Employee of the Assured

and no other for the purposes of this Insurance.

3. "Injury" shall mean bodily injury and includes death, illness and disease.
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

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- (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) manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied, transported or distributed by or on behalf of the Assured.
7. "Damage" shall mean physical damage and includes physical loss.
8. "Pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
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.
10. "Closely Related" shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

INSURING CLAUSES

The Underwriters agree subject to the terms, Exclusions, Conditions, and Endorsements contained herein to indemnify the Assured against:

- A. in respect of the Employers' Liability Section only (if specified as "Included" in the Schedule):
- (I) all sums which the Assured shall become legally liable to pay as damages in respect of Injury, as defined, which arises in connection with the Business.
- (II) claimants costs and expenses in respect of Injury, as defined, which arises in connection with the Business.
- (III) 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 this Insurance.
- (IV) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:
- (1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
- (2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury
- which may be the subject of indemnity under this Insurance.
- B. in respect of the Public Liability and Products Liability Sections only (if specified as "Included" in the Schedule):
- (I) all sums which the Assured shall become legally liable to pay as damages up to but not exceeding the Limit(s) of Indemnity set forth in the Schedule and, in addition to the aforementioned Indemnity Limit(s), claimants costs and

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expenses in respect of Injury or Damage to Property as defined in any Section specified as "Included" in the Schedule and which arises in connection with the Business.

- (II) 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 this Insurance.
- (III) the payment of the solicitor's fees incurred with the written consent of the Underwriters for representation of the Assured at:
 - (1) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property

which may be the subject of indemnity under this Insurance.

It is agreed between the Underwriters and the Assured that indemnity provided by this Insurance shall apply only to judgements of first instance against the Assured in the Courts of Law of Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The written proposal and/or declaration made by the Assured and bearing the date specified in the Schedule shall be the basis of the contract between the Underwriters and the Assured and is considered to be incorporated herein.

Section 1 – Employers' Liability

COVER PROVIDED

Injury sustained by any Employee of the Assured arising out of and in the course of his employment with the Assured and caused during the Period of Coverage set forth in the Schedule:

- (a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.
- (b) whilst temporarily outside the countries named in (a) provided that any such Employee is ordinarily resident in any of the aforesaid countries.

EXCLUSIONS

Underwriters will not indemnify the Assured in respect of any liability arising under this Section arising out of or related to 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.

The Underwriters will not indemnify the Assured in respect of any liability arising under this Section arising out of Terrorism.

The Underwriters shall not indemnify the Assured under this Section against liability for the amount specified in the Schedule as the Excess.

RIGHTS OF RECOVERY

The indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney, and offshore installations in territorial waters around Great Britain and its Continental Shelf, BUT the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

LIMIT OF INDEMNITY

The liability of the Underwriters for:

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- (i) all defence costs and
- (ii) all damages, costs, fees and expenses payable by the Assured under the Employers' Liability Section 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 the amount stated in the Schedule as the Limit of Indemnity for Section 1.

Section 2 – Public Liability

COVER PROVIDED

- A. Accidental Injury to any person.
- B. Accidental Damage to Property
- C. Accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water happening anywhere within the Geographical Limits during the Period of Coverage set forth in the Schedule.

EXCLUSIONS

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

- (a) for Injury sustained by any Employee.
- (b) for Damage to Property or animals belonging to the Assured or in the custody or control of the Assured other than:
 - (i) Employees' or visitors' Property.
 - (ii) any premises including contents not being premises leased or rented to the Assured which are temporarily occupied by the Assured for the purpose of carrying out work in or to such premises.
- (c) arising from the ownership, possession or use under the control of the Assured or of any Employee of the Assured of:
 - (i) any mechanically propelled vehicle but this exclusion shall not apply in respect of Injury 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.
 - (ii) any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding 6 metres in length).
 - (iii) any horse drawn, mule drawn or donkey drawn vehicle.
- (d) caused by any Products after they have ceased to be in the custody or control of the Assured other than food or drink for consumption on the Premises.
- (e) for 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.
- (f) for 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.
- (g)
 - (i) for 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

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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.

- (h) 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.

In the Public Liability Section "Geographical Limits" shall mean:

- (a) Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries.
- (b) Elsewhere in the World arising out of temporary Business visits by directors or Employees ordinarily resident in any of the countries specified in (a).

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 occurrence or all occurrences of a series arising out of one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 2.

EXTENSIONS TO SECTION 2 (subject to the Provisions thereof)

Defective Premises:

The Underwriters will subject to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Assured against liability in respect of Injury 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 Damage to or any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

Leased or Rented Premises:

Notwithstanding anything contained in Exclusion (b)(ii) of the Public Liability Section to the contrary the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Assured against liability for Damage to premises (or fixtures or fittings thereof) leased or rented to the Assured.

Provided that the indemnity shall not apply in respect of liability for 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.

Contingent Liability (Non-Owned Vehicles):

Notwithstanding anything contained in Exclusion (c)(i) of the Public Liability Section to the contrary the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Assured in respect of legal liability for Injury or Damage to Property arising out of the use of any motor vehicle not the property of or provided by the Assured being used for the purpose of the Business.

Provided that the Underwriters shall not be liable:

- (a) for Damage to any such vehicle.
- (b) for Injury or Damage to Property resulting while such vehicle is being:
 - (i) driven by the Assured.

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- (ii) driven with the general consent of the Assured or of his representative by any person who to the knowledge of the Assured or of such representative 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 the Geographical Limits.
- (c) where indemnity is provided or, but for the existence of this Insurance, would be provided by any other Policy or Policies.

For the purposes of this Extension the Assured shall only be the "Assured" as specified in the Schedule.

Landowners Indemnity

The Assured extends to include any landowner, occupier or farmer on whose land 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.

Section 3 – Products Liability

COVER PROVIDED

- A. Accidental Injury to any person
- B. Accidental Damage to Property

happening anywhere in the World excluding United States of America or Canada during the Period of Coverage set forth in the Schedule and caused by any Products.

EXCLUSIONS

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

- (a) in respect of Damage to any Product or contract work executed by the Assured caused by any defect therein or the unsuitability thereof for its intended purpose.
- (b) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any Product or contract work executed by the Assured necessitated by any defect therein or the unsuitability thereof for its intended purpose.
- (c) for Injury or Damage to Property caused by any Product used with the knowledge of the Assured for incorporation into the structure, machinery or controls of any aircraft.
- (d) for Injury or Damage to Property arising from any Product while such Product remains in the possession of or under the control of the Assured.
- (e) arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.
- (f) arising out of food or drink supplied by the Assured for consumption on the premises.
- (g) for Damage arising from the failure of any Product to fulfil its intended function.
- (h) for 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.
- (i) for 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.

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- (j) (i) for 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.

- (k) 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.

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 arising out of occurrences happening during the Period of Coverage set forth in the Schedule shall not exceed the amount stated in the Schedule as the Limit of Indemnity for Section 3.

EXCLUSIONS TO SECTIONS 2 AND 3

- 1) The Underwriters shall not be liable:
 - (i) for Injury or Damage to Property directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants
 - (ii) for the cost of removing, nullifying or cleaning up Pollutants
 - (iii) for fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants

occurring within the Geographical Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing, this Insurance shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Coverage set forth in the Schedule provided that all discharges, dispersals, release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Insurance to have occurred at the time such incident takes place.

The liability of the Underwriters for all damages payable in respect of all discharges, dispersals, release or escape of Pollutants which is deemed to have occurred during the Period of Coverage set forth in the Schedule shall not exceed in the aggregate the amount stated as the Limit of Indemnity for Section 2 in the Schedule.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated for Section 2 in the Schedule.

- 2) Notwithstanding anything contained in Exclusion (1) above to the contrary the Underwriters shall not be liable for:
 - (A) Injury or Damage to Property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants:

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- (i) at or from premises owned, rented or occupied by the Assured
 - (ii) at or from any site or location used by or for the Assured or others for the handling, storage, disposal, processing or treatment of waste
 - (iii) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the Assured or any person or organisation for whom the Assured may be legally responsible
 - (iv) at or from any site or location on which the Assured or any contractors or subcontractors working directly or indirectly on behalf of the Assured are performing operations:
 - (a) if the Pollutants are brought on or to the site or location in connection with such operations
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat or detoxify or neutralise the Pollutants
 - (v) from any goods
- (B) any loss, cost or expense arising out of any governmental direction or request that the Assured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants
- (C) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any Pollutants

occurring within the United States of America and/or Canada.

- 3) The Underwriters shall not be liable for the amount specified in the Schedule as The Excess.

EXTENSIONS TO SECTIONS 1, 2 AND 3

Contractual Liability and Indemnity to Principal:

The Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof under whichever of Sections 1, 2 and 3 that are specified as "Included" in the Schedule indemnify the Assured in respect of Injury or Damage to Property, to the extent that any contract or agreement entered into by the Assured with any Principal so requires, against liability assumed by the Assured and 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:

- (i) the conduct and control of claims is vested in the Underwriters.
- (ii) the Principal shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Insurance so far as they can apply.
- (iii) the indemnity shall not apply to liquidated damages or under any penalty clause.
- (iv) the indemnity provided under the Employers' Liability Section shall only apply in respect of liability to any person who is an Employee of the Assured.

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 clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim (or during any one Period of Coverage set forth in the Schedule in respect of Section 3) in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.

Cross Liabilities:

If the Assured named in the Schedule comprises more than one party the Underwriters will subject to the terms, Exclusions, Conditions and Endorsements hereof treat each party 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 in the Schedule in respect of Section 3) in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.

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World Wide Transportation:

In respect of whichever of Sections 2 and 3 that are specified as "Included" in the Schedule and where the Business of the Assured includes activities which involve the transportation of horses or ponies outside the geographical limits set forth therein, the Underwriters will subject otherwise to the terms, Exclusions, Conditions and Endorsements hereof indemnify the Assured in respect of legal liability for Injury or Damage to Property happening anywhere in the World arising out of such activities only.

General Exclusions

The Underwriters shall not be liable for:

1. Injury 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.
2. Injury or Damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition.
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. any claim arising from circumstances known to the Assured prior to the commencement of this Insurance.
5. any liability directly or indirectly caused by contributed to by or arising from:
 - (i) stunt riding or stunt training.
 - (ii) instructing, training or practising of voltige (vaulting).
6. any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.
7. Notwithstanding anything contained herein to the contrary this insurance shall not indemnify the Assured for any liability arising out of moveable or non-permanent cross country jumps that are not secured in line with current Eventing Ireland and/or FEI regulations. This exclusion is deemed to apply irrespective of whether the Assured holds competitions under Eventing Ireland and/or FEI rules but does not apply when cross country fences are used in the course of business in any indoor or outdoor arena with an artificial surface.

Conditions Precedent

1. It is a condition precedent to Underwriters' liability that hard hats are worn whilst riding.

General Conditions

1. The Assured shall not admit liability for or offer or agree to settle or repudiate any claim without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured the defence of any claim and to prosecute in the Assured's name for the Underwriters' benefit any claim for Indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.
2. If a payment exceeding the Limit of Indemnity set forth in the Schedule has to be made to dispose of a claim, the liability of the Underwriters to pay any costs, charges and expenses in connection with the defence thereof shall be limited to such proportion of the said costs, charges and expenses as the Limit of Indemnity set forth in the Schedule for the Section under which the claim attaches bears to the amount paid to dispose of the claim.

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3. Except where herein specified to the contrary if any claim covered by this Insurance 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 the Landowners Indemnity Extension to the Public Liability Section.
4. The Assured shall take all reasonable steps to prevent accidents and to comply with all statutory and other obligations and regulations imposed by any authority.
5. The due observance of the terms of this Insurance relating to anything to be done or complied with by the Assured is a condition precedent to any liability of the Underwriters except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees. The Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such legislation.
6. If the Assured shall make any claim hereunder knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void in respect of such Assured and all claims hereunder in respect of such Assured shall be forfeited.
7. The Assured, on the happening of any occurrence likely to result in a claim hereunder or on the receipt by the Assured of notice of any claim or of the institution of any proceedings against the Assured shall as a condition precedent to his right to be indemnified in respect thereof, give to the Underwriters immediate notification thereof and provide such information and evidence as the Underwriters may reasonably require and as the Assured may be able to give. This condition shall apply whether or not such claim is likely to fall within any sum borne by the Assured as an Excess.
8. This Insurance may be cancelled at any time at the request of the Assured in writing to the Broker who effected this Insurance and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the customary short term premium. This Insurance may also be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Assured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Underwriters shall receive or retain the earned premium or pro-rata of the minimum premium whichever is the greater. Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.
9. Where any part of the premium hereon is calculated on the statements and estimates furnished by the Assured the Assured shall keep an accurate record of all relevant particulars and shall at all reasonable times allow the Underwriters to inspect such record and shall within one month of the expiry of the Period of Coverage set forth in the Schedule furnish to the Underwriters such information as the Underwriters require for such period and the premium for such period shall thereupon be adjusted by the Underwriters and the difference be paid by or allowed to the Assured as the case may be subject to any agreed minimum premium.
10. The Assured shall take reasonable precautions to prevent Injury and Damage to Property and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. The Assured shall as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as circumstances may require.
11. Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that in respect of claim(s) made against the Assured in the United States of America and/or Canada arising out of the Assured's legal liability, as herein defined, any costs, fees and expenses incurred with the Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Assured and the costs of representation at any inquest, enquiry or other proceedings which have direct relevance to any claim made or which might be made against the Assured in the United States of America and/or Canada shall be included in the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim attaches.
12. 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.
13. Any dispute concerning or arising out of this Policy is understood and agreed by both the Assured and the Underwriters to be subject to the laws of the Republic of Ireland or England and Wales, as applicable. Each party agrees to submit to the law of the Republic of Ireland or the jurisdiction of the Royal Courts of Justice of England and Wales, as applicable and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
14. Stamp Duty has been paid or will be paid to the Irish Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

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Optional Extensions (Included only if specified as being "Included" in the Schedule)

1) Horse Drawn Vehicle Extension

Notwithstanding anything contained in Exclusion (c)(iii) to the Public Liability Section to the contrary and subject otherwise to the terms, Conditions, Exclusions, Endorsements and Limit of Liability of this Insurance, the Public Liability Section extends to include the Assured's Legal Liability, as therein defined, arising out of the ownership and use by the Assured of Horse Drawn, Mule Drawn or Donkey Drawn Vehicle(s) in connection with the Business.

2) Personal Liability Extension

The Public Liability Section extends to indemnify the Assured or any Employee of the Assured or any person Closely Related to the Assured up to but not exceeding the following Limit of Indemnity against such sums as the Assured or any Employee of the Assured or any person Closely Related to the Assured shall become legally liable to pay in respect of liability as therein defined arising from Injury or Damage to Property occurring whilst the Assured or any Employee of the Assured or any person Closely Related to the Assured is riding horses belonging to or in the care, custody or control of the Assured for personal pleasure purposes but excluding at all times injury to the horses being ridden.

Limit of Indemnity The liability of the Underwriters for all damages payable by the Assured or any Employee of the Assured or any person Closely Related to the Assured under this Extension 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 the amount stated in the Schedule as the Limit of Indemnity for Section 2.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.

3) Care, Custody or Control.

Notwithstanding anything contained in Exclusion (b) of Section 2 to the contrary Section 2 of this Insurance extends to indemnify the Assured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Assured or any Employee of the Assured. The liability of the Underwriters under this extension for all damages payable by the Assured in respect of all claims made against the Assured during the Period of Insurance set forth in the Schedule shall not exceed EUR 130,000.-

Provided that the Underwriters shall not be liable for:

- (a) intentional slaughter except where the Underwriters have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Underwriters shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Assured or any employee of the Assured.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity under Optional Extension 3 for any one horse/pony.
- (d) injury to any mare occurring whilst said mare is:
 - (i) being covered by a stallion.
 - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
 - (iii) at stud and injury is directly attributable to the mare being in foal.
- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicant or treatment by the Assured or any Employee of the Assured unless under the direction of a qualified Veterinary Surgeon.
- (f) injury, illness or disease to any horse or pony owned by the Assured or any member of the Assured's family or any Employee of the Assured or any member of the Employee's family.

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Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.

COMMERCIAL CLIENT AGREEMENT

1 Introduction

This Agreement is between you and **Howden UK Group Limited** ("we", "us", "our"), a subsidiary of Hyperion Insurance Group Limited ("HIG") whose registered office is at 16 Eastcheap, London, EC3M 1BD. We also trade under the following names:

- Howden;
- R K Harrison;
- Howden UK;
- Howden UK; Howden Care, The Care Home Insurance Services (CHIS), Primecare Insurance Services, BPIF Insurance Services, CLA Insurance, Crossfit International Insurance Program, EEF Insurance, National Housing Federation Insurance Services; Howden Private Office; Perkins Slade;
- RKH Specialty;
- Bowood;
- RKH Reinsurance Brokers/RKHRB.

About us

We are an independent Lloyd's insurance broker, authorised and regulated by the Financial Conduct Authority ("FCA").

Our FCA Firm Reference Number is 309639. These details can be checked on the Financial Services Register by visiting

<https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768

We are permitted and normally provide some, or all of the following services, on the terms set out in this Agreement:

- arranging insurance cover for you;
- advising you on your insurance cover;
- assisting you with claims for the duration of your insurance contract; and
- acting as an agent.

Please note that references to "insurance" and "insurers" in this Agreement include "reinsurance" and "reinsurers".

HIG has a subsidiary, DUAL, which operates as a managing general agent on behalf of insurers.

The intention of this Agreement is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of each insurance contract that we arrange or have arranged on your behalf, unless there is a more specific written agreement between us. We shall proceed on the basis that we have your informed consent to the terms of this Agreement.

We do not offer advice on legal, accounting or regulatory matters.

This Agreement takes effect from the date it is received by you and supersedes any previous Agreement that may have been sent to you by us or on our behalf.

We draw your attention specifically to the following sections:

- **Insurance Placing** – sets out the basis upon which we will act as your agent in relation to each insurance contract we arrange on your behalf;
- **Duty of Fair Presentation** – sets out your duty to make a fair presentation of the risk;
- **Client Monies** – sets out how we hold client money;
- **Remuneration** – sets out details of our earnings;
- **Limitation of Liability** – sets out how we limit our liability.

2 Our Services

Treating you fairly

We always aim to treat you fairly. This means that we will always endeavour to:

- conduct our business with due skill, care and integrity;
- not to put ourselves in a position where our primary duty to you is compromised;
- deal with any complaint sympathetically and independently;
- be transparent in the matter of our remuneration; and
- respect your confidentiality.

Independent advice

As an independent insurance intermediary we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest. Some insurers may delegate authority to us to bind and administer an insurance contract on their behalf, including handling and processing claim payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities we will also be acting on behalf of insurers and not solely as your independent agent.

In the event that our interests conflict with a duty we owe to you, we shall refrain from taking any action until we have received your informed consent to our intended course of action.

Insurance placing

Before commencing negotiations with insurers, we look to establish a proper understanding of your insurance requirements. We will advise on appropriate insurances available to meet your requirements and the relative merits of a single insurer or a multiple insurer placement. We seek to negotiate and secure competitive indications and quotations for insurance which provide a level of coverage, which, in our opinion, is suitable for you. Where we are unable to meet your requirements we will advise you.

Our search for insurance to meet your requirements may mean that we:

- approach a single insurer;
- arrange cover with a number of insurers selected on the basis of our knowledge and experience of the insurance market;
- arrange cover with DUAL. DUAL holds delegated authorities from certain insurers to bind cover on their behalf and is remunerated by insurers for its services. If DUAL has provided terms for your consideration, it is identified in your quotation and/or policy documentation, as are the details of the insurers on whose behalf DUAL is acting;
- provide you with insurance cover under a delegated authority granted to us by an insurer(s), or by DUAL, and this is noted in your quotation and policy documentation.

A list of insurers we select from or deal with in relation to any insurance contract or product we offer or arrange is available to you on request.

Provision of documentation

We will provide you with written confirmation once we have completed your insurance(s). This will be the evidence of insurance we have arranged and which may take the form of an insurer document (such as a copy of the Market Reform Contract or a formal policy document or certificate), covernote, or a broker insurance document which provides confirmation of the terms of the insurance contract we have arranged, and where applicable a schedule of

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insurer(s) with whom the risk has been placed. As more fully described below, it is your responsibility promptly to check this and notify us if it does not meet your requirements.

Debit note

Our debit note (or equivalent document) will show the premium, any fee due to us and, where relevant, any insurance premium tax, duty or other charge which needs to be remitted to the appropriate authorities by insurers, or which is allowed by insurers to be deducted from the premium payable. If a tax, duty or other charge becomes payable as a result of the insurance contract and is in excess of the gross premium or allowed to be deducted by you from the premium payable, it is your responsibility to ensure that it is remitted to the appropriate authority(ies), unless otherwise stated in our debit note.

Midterm amendments and adjustments

Any amendments to the insurance contract must be requested in writing and will be confirmed by us with an addendum or endorsement.

Claims notifications

You must notify us as soon as possible of any loss, claim or circumstance which falls within the notification provisions of your insurance contract. Failure to notify insurer(s) promptly may entitle them to reject your claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interests of health and safety, until you have obtained agreement from your insurer.

Claims procedures

Unless otherwise instructed, we will act as your representative in negotiations with insurers and will endeavour to ensure prompt and equitable settlement of all valid claims.

However, where we have been granted authority by an insurer to negotiate and settle claims under a delegated authority, we will act on behalf of the insurer. We will make you aware of any claims that will be dealt with by us in this capacity, rather than as your agent.

You should be aware that we may perform a limited service for insurer(s) by relaying instructions, disseminating reports and collecting fees or other disbursements, for insurer(s)' advisors (e.g. surveyors, adjusters and lawyers) where we consider this does not create a conflict of interest. If we consider a conflict of interest may arise, we will refrain from performing any (further) services for insurer(s), unless you otherwise agree in writing.

In the event that an insurer delays making settlement of a claim for any reason, we do not accept liability to pay such amounts, until and unless the insurer has paid the claim to us in cleared funds.

Solvency of insurers

We will only arrange insurance with insurer(s) who have been approved by our Security Committee or for which you have given us specific written approval. Whilst we rely on established rating agencies and use all reasonable endeavours to review information regarding insurers, solvency of an insurer(s) cannot be and is not guaranteed.

Group companies and other intermediaries

Where we consider it appropriate we may engage the services of another intermediary (including other subsidiary and associated companies of HIG) to act as our agent and assist us in the placement of your insurance contract. For example, many countries require the use of local intermediaries to access local insurance markets. In such cases, we will provide specific instructions to such intermediaries so as to meet your insurance requirements. Please note that these intermediaries may be remunerated separately to us, such as by a fee (agreed by you or us) or by way of commission from insurers.

3 Your Responsibilities

Provisions of instructions, information and completion of any required form

To enable us to fulfill your instructions you must provide us with the information necessary regarding your insurance contract so that we can understand your requirements. Certain classes of insurance require the completion of a proposal form, questionnaire or equivalent document. You must complete such documents accurately. Whilst we may give guidance regarding the completion of these documents, we cannot sign these documents for you

Duty of fair presentation

An insurance contract is one of the utmost good faith.

Under English law, you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

Your policy wording may also provide that this duty continues for the duration of the policy.

You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.

Check documentation and acceptance of coverage

It is your responsibility to check the documentation we send you in relation to each insurance contract and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should advise us promptly of any incorrect points or changes required. Otherwise, we will assume that the documentation and insurance contract satisfy your requirements.

We can only agree to bind an insurance contract on your behalf upon receipt of formal written instructions from you.

It is important that you keep your insurance documents safe.

Payment terms

In order for us to meet an insurer's premium payment terms, premiums must be settled to us by the payment date(s) specified in our debit note. In certain circumstances, insurer(s) will stipulate special premium payment terms which, if not met, may affect the validity of the insurance contract. We will advise you when these circumstances arise. We are not under any obligation to settle the premium by the payment date(s) to insurer(s) on your behalf until we have received cleared funds from you by the relevant due date.

Payment methods

Insurance premiums should be settled on an individual debit note or

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credit note basis. We will issue Statements of Account periodically, if there are monies due to be paid by you.

All payments should be made to us in the currency as indicated on the debit note or statement and wherever possible, by electronic transfer. Bank account details will be advised to you.

Third Party

You may authorise a third party to instruct us with regard to the purchase of your insurance. The third party is acting as your agent and we may wish to satisfy ourselves at the outset that they are authorised to act in this capacity but we are under no obligation to do so.

We will act on all instructions received from your agent as if we were dealing with you directly and will continue doing so until you notify us in writing to the contrary. It is your responsibility to ensure that any instructions given to us by your agent are correct and to notify us of any limitations in respect of your agent's authority.

We will not be responsible for:

- i) checking that your agent has accurately passed on your instructions;
- ii) any exposure arising from inaccurate information submitted by your agent to either us or an insurer; and
- iii) checking that your agent has your continuing authority to instruct us on your behalf.

United States direct procurement (as applicable)

In the event that you present any placement of a US domiciled entity or risk to us as being directly procured, you warrant that it is a lawful placement under any applicable US state direct procurement laws. A lawful placement is a placement where the underwriting of the risk by the insurer(s) and the involvement of any local and out of state intermediary or consultant in the placement process complies with all applicable laws and regulations governing the transaction.

4 Complaints

We strive to do everything to ensure that you receive the best possible service. However, if you wish to make a complaint about our service you may do so by contacting any of our employees by whatever means is convenient to you. Alternatively, you can direct your complaint to our Head of Business Risk at the address set out at the beginning of this Agreement.

We will acknowledge receipt of your complaint in writing within 5 working days and give you our response to your complaint at this time if we can. If our investigation takes longer, we will usually provide you with a full written response within 20 working days of the acknowledgement.

5 Confidentiality and Data Protection

We will comply with the provisions of the Data Protection Act 1998. All information about you or your business of a sensitive or personal nature will be treated as private and confidential. We will, however, use and disclose the information we have about you in the course of arranging, placing and administering your insurance cover. This may involve passing information about you to insurer(s), other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, our auditors and other third parties involved directly or indirectly in your insurance cover.

Depending on the circumstances of the insurance contract, the disclosure of personal information to any of the above entities may involve a transfer outside the jurisdiction of the European Economic Area. Your personal information may also be used for research, statistical analysis and crime prevention.

We may also pass information about you to credit reference

agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan.

We may also pass information about you to other companies which are part of, or associated with, HIG. We or they may also use the information we hold about you to provide you with information on other products or services we or they can offer and which we or they feel may be of interest to you.

If you have supplied us with personal information relating to a third party, you must make them aware of how we use it as this is the only basis on which we can accept it from you.

6 Client Money

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money, in accordance with the FCA Client Assets sourcebook (CASS).

Non-Statutory Trust Account (Client Account)

We provide protection for your money by holding all client money in a general Client Account; a Non-Statutory Trust Account. This is segregated from our own money and CASS requires us to maintain the solvency of the Client Account and conduct regular reconciliations. In the unlikely event of our failure, client money is available to clients ahead of other creditors.

Under CASS, money held in the Client Account may be used for the payment of premium or claims for another client before their monies are received, but increased controls are maintained where this occurs. We are not entitled to use client money to pay our fees or commission before we receive the relevant premium from you.

Risk transfer

Where we have agreed in writing with an insurer to receive money as their agent, money received from you or from the insurer, will be the property of the insurer whilst we hold it. If you pay a premium to us it will be treated as having been received by the insurer, which means you cannot be asked to pay it again, if we do not pay the premium to the insurer. Similarly, once we have received the premium, we would be unable to return it to you, for example in the event of the insurer becoming insolvent. Also, if the insurer pays claims money or a return premium to us for onward transmission to you and we do not pay you, then the insurer will still be liable to you.

Segregation of designated investments

Whilst we pay client money into a Client Account, we may arrange to invest this in a segregated designated investment, as permitted under CASS. If we do this, we will be responsible for meeting any shortfall that is attributable to falls in the market value of that designated investment.

Interest on client money

We may earn interest on cash amounts held and may benefit from foreign exchange differentials and returns on segregated designated investments. As permitted by CASS, any such interest or investment returns shall belong to us and we shall not be required to account for it to you.

Payment to third parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf. Where we act as agent of an insurer for the purposes of holding or receiving claim payments or returning premiums, we will remit them to such parties as the insurer directs us to pay. We may otherwise only pay client money to you or your duly authorised representative if we have your specific instruction or consent. Where an intermediary or settlement agent is outside the UK, the legal and regulatory regime applying to the intermediary or settlement agent will be different from that applicable in the UK and, in the event of a

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failure of the intermediary or settlement agent, the client money may be treated differently than if the client money was held by a broker or settlement agent in the UK.

Bank accounts

Client money will be deposited in our Non-Statutory Trust with one or more FCA approved bank(s).

7 Remuneration

Our usual remuneration is either by way of brokerage (also known as commission), being a percentage of the premium charged by insurers in respect of the insurance contract arranged by us, or a fee which is agreed in advance with you for the services provided by us, or with your agreement a combination of both. Our remuneration is fully earned upon the inception of the insurance contract and, in the event that the insurance is cancelled or is terminated after inception for whatever reason, or if our appointment is terminated for any reason, we reserve the right to retain/recover the remuneration we have earned.

We may sometimes act as a reinsurance broker to an insurer to arrange reinsurance for the insurer directly involved with your insurance. This placement is subject to a separate and distinct contract with its own terms and conditions, including separate remuneration terms.

In addition to brokerage or fee, we may be remunerated, by the payment of profit commissions, profit shares, service fees and commissions by insurers in respect of a specified portfolio of business, usually placed under a delegated authority.

Where we introduce you to our preferred premium finance company, we receive additional remuneration for the administration services we provide for the premium finance company. You remain free to make your own choice of premium finance provider.

If we introduce you to another intermediary to access an insurance product for you, we may receive a proportion of the brokerage received by the other intermediary and payable by insurers to them, out of the premium which you pay.

We are committed to ensuring that our remuneration and payments we may make to third parties are transparent and so, at your request, we will fully disclose our remuneration, including any income additional to the brokerage or fee.

8 Termination

Either party may terminate this Agreement at any time by providing 30 days' written notice. In the event that our services are terminated by you, we will be entitled to receive any remuneration earned or payable at that date, including by set-off or otherwise. Remuneration earned or payable to us at that date shall include brokerage due or to become due on further instalments of premium and any further instalments of fees which were to become payable.

This Agreement will terminate immediately if either party:

- o commits a material breach of this Agreement; or
- o ceases to trade or threatens to cease to trade; or
- o becomes insolvent or is subject to any administration, receivership, winding up or similar procedure.

We reserve the right not to continue to provide any services to you, including claims handling, after the date of termination of this Agreement in the absence of a specific written Agreement between us.

9 Financial Crime

We are obliged to conduct reasonable due diligence to protect us

and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010).

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We are not permitted to conduct business with any client that is subject to sanctions or embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with the transaction on your behalf and your insurers may terminate your insurance contract, and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract, as well as being unable to proceed with any claims that have been notified.

10 Limitation of Liability

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

- i) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement;
- ii) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation;
- iii) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime;
- iv) Subject to clauses i), ii), and iii) above, our total liability to you, shall in the aggregate be limited to £10 million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or services, any punitive or exemplary damages or any indirect or consequential loss or damage.

11 Third Party Rights

Other than where it is contemplated elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

12 Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may, depending on where the risk is located, your status and the type of insurance contract concerned, be entitled to compensation from the FSCS. Further information is available from the FSCS.

13 Jurisdiction and Choice of Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

We both irrevocably agree that the courts of England and Wales

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shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

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EQUINE

Our team has many years of experience in designing products for the equine world and has a keen interest in all equine matters. As well as advising on every type of insurance cover available for the equine market, the team can create bespoke products if required.

BLOODSTOCK

For valuable bloodstock risks cover can be arranged for All Risks of Mortality, Stallion Infertility, Mare Barrenness and Prospective Foal Insurance.

HORSE AND PONY

From the family hack to the riding club horse, insurance cover is available for All Risks of Mortality, Veterinary Fees, Loss of Use, Personal Liability and Saddlery and Tack.

COMPETITION AND SPORTS HORSES

The life of a high value competition horse can be very different to that of a family horse. Insurance cover needs to reflect this. Comprehensive cover is available for All Risks of Mortality, Veterinary Fees, Loss of Use and Stallion Infertility. All designed to help cushion the impact of losses on these high value animals.

CANCELLATION AND ABANDONMENT

Anything from adverse weather to an outbreak of a communicable disease can cause the cancellation or postponement of even the best-organised events. Costs incurred and profit lost can amount to significant sums of money, vital to an event organiser's annual budget. We can arrange insurance to cover the losses incurred when an event has to be cancelled.

EQUINE ESTABLISHMENT BUILDINGS, CONTENTS AND OTHER PROPERTY

We have package insurances for riding schools, private livery stables, studs and racing yards, which include cover for Buildings, Contents, Business Interruption, Cash, Saddlery and Tack, Jumps and Farm Machinery.

LIABILITY

Liability cover is increasingly necessary and can protect you against paying damages for personal injury or property damage suffered by an employee or a third party. A comprehensive equine cover for equine associations, commercial and personal risks, has been designed for Employers' and Public Liability and can include liability for property in your care, custody and control.

ALL RISKS OF PHYSICAL LOSS OR DAMAGE TO EQUIPMENT

Despite everyone's best efforts, equipment can go missing or be damaged at equine events. We can place cover for damage to, or theft of, these important, and sometimes costly, items.

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CONTACT US

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A large, light blue geometric pattern on the left side of the page, consisting of a central point connected to various other points, creating a series of triangles and polygons that resemble a stylized snowflake or a complex web structure.

**FOR FURTHER INFORMATION
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MEMBER**

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