

# Equine Liability Insurance Policy Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE (LMIE) which is registered in the Grand Duchy of Luxembourg. LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances (Registered Number B232280).

LMIE's UK branch is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). This document provides a summary of the cover, exclusions and restrictions.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance, can be found in the schedule and policy document which is available on request.

# What is this type of insurance?

This is an equine liability insurance policy for Public and Products Liability with additional cover you can purchase for Employers' Liability and Care Custody and Control Liability. This policy is to insure you against legal liability for accidental injury to third parties or damage to third party property that occurs during the period of coverage and arises out of and in connection with your equine business, profession or trade.



#### What is insured?

# **Public and Products Liability**

- ✓ Damages and claimant's costs incurred in respect of your legal liability for injury to any person and damage to third party property which occurs in connection with your business.
- Legal costs incurred with our written consent in connection with any claim made against you under this section.

# Extensions automatically included:

- ✓ Defective Premises Act.
- ✓ Contingent Liability (Non-Owned Vehicles).
- Forestry Commission and/or Ministry of Defence.
- ✓ Landowners.
- World Wide Transportation.
- ✓ Data Protection.
- ✓ Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013.
- ✓ Owners Cover

# Extensions available to purchase but not automatically included:

- ✓ Member to Member.
- ✓ Customers' Cover.
- ✓ Personal Liability.
- ✓ Instructors' Liability.

#### **Employers' Liability**

You are not automatically covered under this section unless purchased

- Damages and claimant's costs incurred in respect of your legal liability for any injury or disease to any employee.
- ✓ Legal costs incurred with our written consent in connection with any employee's claim made against you under this section.



# What is not insured?

The main exclusions to this Liability insurance are:

- Damage to property belonging to you and/or your business.
- Any breach of the Riding Establishment Act 1964 & 1970.
- Liability arising out of a breach of professional duty.
- Malicious acts and/or any omissions by you or your employee.
- Any injury arising from the negligent act and/or omission of any participant towards another participant.
- The ownership, possession or use of any mechanically propelled vehicle (subject to compulsory insurance or security).
- Pollution or contamination other than which arises from a sudden, identifiable, unintended and unexpected incident.
- Fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.
- Punitive or exemplary damages whether as fines, penalties or otherwise.
- Terrorism.
- War, invasion, acts of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition.
- Cyber incidents.
- Abuse
- × Prior claims or circumstances.
- Advertising injury.
- Deliberate disregard of the need to prevent injury or damage.

#### Extensions automatically included:

- Damages and costs in relation to a court judgement awarded to your employee that has not been satisfied.
- Costs and expenses in connection with a prosecution under the Health and Safety at Work etc Act 1974.

#### Care Custody and Control Liability

You are not automatically covered under this section unless purchased or a Licenced Riding Establishment, Livery yard, Stud or Freelance Riding Instructor/Groom/Rider, or a Racehorse Trainer. Your schedule will confirm if this sections is included.

✓ Damages incurred in respect of your legal liability for any injury, illness or disease to horses not owned by you but in your care, custody or control. This extends to any injury, illness or disease caused by your employee in connection with your business.

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# Are there any restrictions on cover?

#### Main restrictions:

- You must follow the claims procedure as set out in your policy document when you discover any circumstance or event which may give rise to a claim.
- ! Excesses apply and are shown in your schedule.
- ! Each section of cover has a maximum we will pay. Full details are in your schedule.
- You must ensure you comply with any additional endorsements applied by us to your policy coverage.



## Where am I covered?

- ✓ Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.
- Worldwide whilst temporarily overseas in the course of your business and where the injury or damage takes place.



# What are my obligations?

- You must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must take all reasonable precautions for the safety of and to avoid, prevent or minimise any injury to others or damage to their property.
- You must comply with all statutory and other obligations and regulations imposed by any authority, including obtaining the necessary licence to carry out your business.
- Exercise reasonable care in the selection and supervision of employees and in the employment of competent staff.
- In the event of a claim or any circumstance that may give rise to a claim you must notify us as soon as reasonably practicable.
- You must pay the premium.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



### When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.



#### When does the cover start and end?

 This insurance cover is for the period stated in your schedule and the start date and end date of the cover are specified in your schedule.



#### How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker. After the 14 day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered and any applicable administrative cost of providing the insurance.