

Public and Products Liability

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance Company Public and Products Liability policy. For full details of the cover including complete terms, conditions and exclusions please refer to the Master policy document, Policy No CC641923, issued to the British Show Jumping Association.

Type of insurance and cover

Cover is provided in respect of personal liability for members of the British Show Jumping Association to pay compensation including legal costs for:

- accidental death or personal injury to any person excluding employees
- accidental loss or damage to third party material property

arising out of the Members use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other Horse related activities including Show Jumping and/or taking part in shows.

The duration of this non-investment insurance contract is the date of initial membership to the British Show Jumping Association and annually on the 1st July thereafter.

Significant features and benefits

- Cover applies world-wide (excluding products exported to USA/Canada).
- Indemnity limit £10,000,000.
- Indemnity for any person given permission by the Member to use the Insured's Horse or Horse drawn vehicle.
- Indemnity to any groom whilst working for the Member.

Significant and unusual exclusions or limitations

- The first £1,000 of any claim for third party property damage.
- Excludes any claim arising in connection with racing (other than gymkhana novelty races), point to point or steeplechasing.
- Bodily Injury to any member of the Insured's family or household or to any employee.
- Loss of or Damage to Property belonging to or in the care, custody or control of the Member or any member of the Insured's family or household or a person in their service.
- Bodily Injury or Loss of or Damage to Property arising out of or incidental to any profession, occupation or business of the Insured, except in respect of grooms working for the Insured.

Significant conditions

- The Member shall exercise reasonable care and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, furnishings, works, machinery, plant and vehicles in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- If any claim covered by the Master Policy is also covered in whole or in part by any other insurance, the liability of the Company shall apply as excess of, and not as contributory with, such other insurance.

Significant definitions

- 'Member' shall include:
 - any member of The British Show Jumping Association as described in the Rules of the British Show Jumping Association:
 - normally domiciled in the United Kingdom, Isle of Man or Channel Islands
 - normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, Isle of Man or Channel Islands from the time of arrival in the United Kingdom, Isle of Man or Channel Islands until time of departure therefrom only
 - normally domiciled outside the United Kingdom, Isle of Man or Channel Islands whilst acting as part of an official British Show Jumping Team only
 - if required by Law, the parent or guardian of the said member.
- 'Horse' shall mean any horse, pony, donkey, mule, ass or jennet.

Claims notification

In the event of a claim or possible claim under the Master Policy, the Assured must immediately complete the 'BSJA Members Insurance Claim Form' available on the BSJA website and forward this onto Neil Wyborn, Zurich UK General Insurance, 126 Hagley Road, Birmingham, B16 9PF.

The Assured must not admit liability or offer or agree to settle any claim without the Underwriter's written permission.

Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

Complaints procedure

We want to provide a first class standard of service. If you have any cause for complaint you should, in the first instance, contact Ansley Parker – Client Executive, Marsh Ltd, 39 Kings Hill Avenue, West Malling, Maidstone, Kent. Tel 01732 877584.

If you remain dissatisfied with the response, we will refer your complaint to our Customer Relations Team for a separate review. They will notify you once they receive your complaint and will provide you with a final response when they have completed their inquiries.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

The FOS can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

The FOS will only consider your complaint if, at the time of notification, you are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations.

You may contact the FSCS on 020 7892 7300 or further information is available at www.fscs.org.uk

Cancellation rights

This policy does not entitle you to a cooling-off period.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance.

In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

Zurich Insurance Company

Zurich Insurance Company a limited company incorporated in Switzerland Registered in the canton of Zurich no. CH-020.3.929.583-0. UK branch registered in England No. BR105. UK Head Office Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU.

Authorised and regulated by the Financial Services Authority.



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