

PATRONA

UNDERWRITING



Hunts Combined Liability

POLICY DOCUMENT

Patrona Underwriting Ltd. Is regulated by the Central Bank of Ireland

Welcome to Patrona

Thank you for buying Patrona Underwriting Commercial Combined policy. We are really pleased that you have chosen us for your insurance needs and we are confident that you will be satisfied with the cover and service you receive. This booklet, together with the accompanying policy schedule contains everything you need to know about your insurance and how to contact us.

Exceptional Service

Our claims service goes the extra mile and we are committed to doing the right thing for you. We aim to settle claims quickly and efficiently. If you ever need to make a claim, please call our friendly call centre on:

Republic of Ireland: 053 91 80333

Outside of Republic of Ireland: + 353 53 91 80333

A handwritten signature in black ink, appearing to read 'Tony Wright', is positioned above the printed name and title.

Tony Wright, CEO
Patrona Underwriting Ltd

Policy Contents

Customer Information	3-5
Definitions	6-7
Insuring Clauses	8
Section 1 – Employers’ Liability	9
Section 2 – Public Liability	10-12
Section 3 – Products Liability	13-15
General Exclusions	16
General Conditions	17-18

CUSTOMER INFORMATION

Who is the Insurer?

This Policy is underwritten by International Insurance Company of Hannover. They are registered in England, registration number 145312.

Their Registered Office is 2nd Floor, 1 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA

Who is the regulator?

International Insurance Company of Hannover Limited is authorised and regulated by the Financial Services Authority No 202640 The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

Insurance Act 1936

All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

What to do if you have a complaint:

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. Any enquiry or concern about this Policy should be addressed in the first instance to Your insurance broker. We will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received by Patrona Underwriting Limited. We will provide you with the name of one or more individuals to be your point of contact in relation to the complaint until it is resolved or cannot be progressed further.

Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.	
Step 2	<p>If your complaint is not sorted out to your satisfaction, please contact:</p> <p>Customer Services Team, Patrona Underwriting Limited The Bushels, Cornmarket Wexford Phone: 053 91 80323 Fax: 053 91 80399 Web: www.patrona.ie Email: customerservices@patrona.ie</p>	
Step 3	<p>If for some reason you are not happy with how Patrona Underwriting Limited has dealt with your complaint, please then contact the following:</p> <p>International Insurance Company of Hannover Ltd 2nd Floor, 1 Arlington Square, Bracknell, Berkshire, RG12 1WA England Telephone 01344 397 600 Fax 01344 397 601</p>	
Step 4	If you are still unhappy and :	
Step 5	<p>a) Your complaint relates to the sales or administration of your policy, then contact:</p> <p>The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1 890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie</p>	<p>b) Your complaint relates to the policy wording itself then please write to the Financial Ombudsman in Service in UK at:</p> <p>Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR England Telephone : 0845 080 1800 Email: Complaint.info@financial-ombudsman.org.uk</p>

Cooling Off Period/Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to Irish Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to Irish Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Ireland 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.

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

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.
 - (c) if the Business of the Assured as set forth in the Schedule includes the organisation and running of Point-to-Points - the Irish National Hunt Steeplechase Committee and the Turf Club in respect of Liability, as herein defined, arising out of such Point-to-Points.
Provided that such person, Club or Committee shall as though they 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
 - (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.

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 Injurywhich 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 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 Propertywhich 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 in Northern Ireland or the Republic of Ireland.

EXCLUSIONS

Underwriters will not indemnify the Assured under this Section in respect of any liability 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.

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:

- (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 the Employers' Liability Section.

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 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 Northern Ireland and the Republic of Ireland.

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.
 - (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.

Member to Member-

The Underwriters will indemnify any member of the Assured in respect of Liability, as defined in the Public Liability Section, to another member of the Assured (not being Closely Related to the said member) providing that the cover so granted does not increase the liability of the

Underwriters under the Limit of Indemnity for Section 2 as set forth in the Schedule beyond the amount which would have been payable but for this extension.

For the purposes of this extension, "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.

SECTION 3 - PRODUCTS LIABILITY

COVER PROVIDED

A. Accidental Injury to any person

B. Accidental Damage to Property

happening anywhere in the Republic of Ireland or Northern Ireland 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.
- (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 allergensirrespective 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

The Underwriters shall not be liable:-

- 1) (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.

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) 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.

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 liability directly or indirectly caused by or arising out of Point-to-Points, Hunter Trials, Team Chasing and all other equestrian related activities unless such activities are specifically included in the Business of the Assured as set forth in the Schedule.
7. any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

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.
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. All jumping courses are to be inspected/approved for the Assured by a technical delegate approved by the Master/Honorary secretary of the Hunt.
12. 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.