

#### FARRIERS & BLACKSMITH LIABILITY COMBINED INSURANCE

# THIS IS A POLICY SUMMARY AND DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS OF THE COVER. THIS SUMMARY SHOULD BE USED IN CONJUNCTION WITH THE POLICY WORDING, GIVING FULL DETAILS OF THE TERMS, EXCEPTIONS AND CONDITIONS.

THIS INSURANCE IS UNDERWRITEN BY BY LIBERTY MUTUAL INSURANCE EUROPE SE. A SPECIMEN WORDING IS AVALIABLE ON REQUEST.

# **SECTION 1 - LIABILITY SECTION**

Use this Section with the corresponding section in the full Policy Wording

# EMPLOYERS LIABILITY

#### **Key Features of COVER**

Will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses in respect of injury sustained within the Territorial Limits during the period of Insurance by an Employee arising out of his employment by the Insured in the course of the Business.

#### Key EXCLUSIONS

Excluding liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

#### **EXTENSIONS**

Unsatisfied Court Judgements Compensation for Court Attendance

#### **PUBLIC LIABILITY**

## **Key Features of COVER**

Will indemnify the Insured against all sums that the Insured shall be become legally liable to pay as damages and costs and expenses of claimants in respect of: -

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property
- Accidental obstruction

Subject to the Limit of Indemnity stated in the Schedule and happening anywhere within the Geographical Limits during the Period of Insurance.

#### EXCESS

£500 each and every occurrence in respect of damage to property

#### **EXTENSIONS**

• Farriers Only - Injury to horses whilst in the control of the Insured

# **Key EXCLUSIONS**

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.

## **PRODUCTS LIABILITY**

## **Key Features of COVER**

Will indemnify the Insured against all sums that the Insured shall be become legally liable to pay as damages and costs and expenses of claimants in respect of: -

- Accidental Bodily Injury to any person
- Accidental loss of or damage to Property
- happening anywhere in the World during the Period of Insurance and caused by any Products.

## Key EXCLUSIONS

Insurers will not pay under this Section for:-

## Products under Insured's Control

In respect of injury or loss of or damage to property caused by or in connection with a Products Supplied which are in the custody or control of the Insured

# **Aviation Products**

In respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for the use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft

# Export to USA or Canada

In respect of Injury or loss of or damage to property caused by or in connection with any products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

## LIMIT OF INDEMNITY

In respect of any one claim or all claims of a series arising out of one original cause shall not exceed the sum specified in the Schedule as the Limit of Indemnity for each Section.

# **GEOGRAPHICAL LIMITS**

- a) in Great Britain, Northern 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 Europe but only in connection with the Business carried on by the Assured at or from any premises situated in any of the countries specified in (a) above
- c) elsewhere in the World arising out of temporary Business visits by directors or non-manual Employees ordinarily resident in any of the countries specified in (a) above.

GENERAL EXTENSIONS (Subject otherwise to all Terms, Conditions, Limitations and Exclusions of this insurance) CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL CROSS LIABILITIES HEALTH AND SAFETY AT WORK ETC. ACT 1974 DEFENCE COSTS COURT ATTENDENCE

## **CLAIMS NOTIFICATION**

In the event of a claim or possible claim under this insurance the Insured should notify Certo Chartered Loss Adjusters on 0113 387 9047 or e mail oimproperty claims@certoclaims.co.uk

## CANCELLATION

This Policy allows a cooling off period. If after receiving the Certificate of Insurance and full policy terms and conditions the Insured is not happy with the policy there are 14 days during which the policy can be cancelled by sending written confirmation to KBIS British Equestrian at the above address.

The Insured does have the right to cancel this Policy outside of the 14-day cancellation period provided written confirmation is received by KBIS British Equestrian at the above address, and a pro-rata premium will be considered based on time on risk. Any claims pending will result in the full premium being due payable.

This insurance may also be cancelled by or on behalf of the Insurers by 30 days' notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining "pro rata" premium. Where the premium is calculated on an adjustable basis the Insurers 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.

## DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to:-

- prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
  - employ only competent Employees and to act in accordance with all statutory obligations and regulations.

The Insured shall forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

# COMPLAINTS

Our aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations.

If you need to make a complaint, in the first instance, you should contact us either in **writing** to:

The Complaints Officer, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN

or by telephone on 01635 247474

or by email at ask@kbis.co.uk.

Where a complaint arises we will, wherever possible, endeavour to resolve the matter **by no later than the close of business the third working day following receipt**. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint promptly, to reassure you that we will be dealing with the issue as a matter of urgency, giving you the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 2) In the event that your complaint relates to activities or services provided by another party, we will advise you of this in writing giving the reasons for our decision, and ensure that your complaint is promptly forwarded to the appropriate party, in writing.
- 3) We will aim to make a final response to you as soon as is practicable, and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 4) By the end of eight weeks from receipt of your complaint, we will issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you will have a period of Six months in which you can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses, or material inconvenience you may have suffered. If we do not feel that your complaint is justified, we will advise you of the reasons for our decision and we will also advise how you may pursue the complaint if you remain dissatisfied.

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the Complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service Exchange Tower London E14 9SR

Email:complaint.info@financial-ombudsman.org.ukTelephone:0800 0234 567 (normally free for land line users)Telephone:0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)Website:www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>

# COMPENSATION

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liabilities. You may be entitled to compensation up to £2,000 for the first part of any claim and 90% of the remainder. Further details can be obtained from the Financial Services Compensation Scheme website <a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>