



**BRITISH DRIVING
SOCIETY MEMBERS
LIABILITY INSURANCE**
POLICY WORDING



Contents

| | |
|-------------------------------|----|
| Scheme Administrator | 1 |
| Policy Information | 1 |
| Definitions | 2 |
| Making a Claim | 4 |
| Limit of Liability and Excess | 4 |
| Policy Cover | 5 |
| Members | 5 |
| Extensions to Cover | 5 |
| Policy Exclusions | 6 |
| Claims Conditions | 9 |
| General Conditions | 10 |
| Further Information | 11 |



Scheme Administrator

As a Member of The British Driving Society, you receive The British Driving Society's Public Liability Insurance for members. This document gives you details about the cover you have. This cover is part of a Master Policy and the scheme is administered on behalf of The British Driving Society by KBIS British Equestrian Insurance (KBIS).

If you have any queries relating to this Members' Summary or would like details about the Master Policy please contact:

KBIS British Equestrian Insurance Cullimore House,

Peasmore, Newbury, Berkshire, RG20 7JN

Telephone: 01635 247474

Fax: 01635 247474

E-mail: liability@kbis.co.uk

Policy Information

Not forming part of this Insurance policy.

This Master Policy has been prepared in accordance with the instructions of the Master Policy Holder. Please read this Members' Summary carefully to ensure that it meets your requirements and that you understand its limits, terms, conditions and exclusions. KBIS should be contacted immediately if you have any queries.

This Members' Summary consists of:

- [Definitions](#) which define particular words and expressions that apply;
- the [Policy Cover](#) section which gives precise details of the cover being provided;
- the [Policy Exclusions, Claims Conditions](#) and [General Conditions](#) of cover applying to the whole of this Master Policy;
- the [Further Information](#) section which provides details of what to do should you not be entirely satisfied with the service you have been provided and has details of notices we must provide.

You should immediately notify us via KBIS of any changes which may affect the insurance provided by this Master Policy.

Alterations in the cover required after issue of the Master Policy will be confirmed by separate Certificate(s) and/or Endorsement(s) which you should keep. You should refer to these Certificates and/or Endorsement(s) and this Members' Summary to ascertain precise details of cover currently in force.



Definitions

These definitions are applicable to the whole Master Policy and Members' Summary wherever these words appear in bold

Backstepper An individual riding on the back of the carriage to maintain the stability of the carriage, who also assists with horse and carriage as necessary during a competition or drive out.a

Member

- a. any Member of the British Driving Society:
 - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland; or
 - (ii) normally domiciled elsewhere in the World whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland

who has paid their membership subscription to the association and is covered under this Master Policy.

- b. if required by Law, the parent or guardian of the Member.
- c. in the event of the death of the Member, the personal representatives of the Member in respect of liability incurred by the Member.
- d. any person normally domiciled outside the countries specified in
 - (a)(i) above whilst participating in international competitions in the United Kingdom organised by or recognised by The British Driving Society Ltd from the time of arrival at the site of the competition until the time of departure from the site only.

Provided that any person acts as though they were the insured Member, and observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this insurance.

Horse any horse, pony, donkey, mule, ass or jennet.

Horse groom Any person:

- a. undertaking equine grooming services where the grooming services provided are not the occupation of such a person; and
- b. who is not a professional groom.

Injury bodily injury, death, disease, illness, nervous shock or mental injury.

Legal costs

1. costs of legal representation at
 - a. any Coroner's Inquest or Fatal Accident Inquiry;
 - b. proceedings in any court arising out of any alleged breach of statutory duty.
2. all other reasonable costs and expenses in relation to the defence, investigation or settlement of any claim incurred with our consent.

Limit of liability The most we will pay per occurrence.



BRITISH DRIVING SOCIETY MEMBERS LIABILITY INSURANCE WORDING

| | |
|----------------------|--|
| Master Policy Holder | The British Driving Society |
| Occurrence | <p>An incident or event which unexpectedly or unintentionally results in injury or property damage.</p> <p>All injury or property damage resulting from or due to one source or originating cause will be treated as one occurrence. That is regardless of:</p> <ul style="list-style-type: none">• the period of time after the start of the period of insurance; <p>or</p> <ul style="list-style-type: none">• the number of persons or organisations who sustain injury or property damage. |
| Period of insurance | <p>Means the time for which this insurance is in place.</p> <p>This starts from the beginning of your membership in 2024 or your membership renewal date in 2024 and ends on 1st January 2025.</p> |
| Person employed | <ol style="list-style-type: none">1. A person under contract of service or apprenticeship with you;2. a labour master or labour only sub-contractor or person supplied by any of them;3. a self-employed person;4. a person hired to or borrowed by you;5. a person undertaking study or work experience with you;6. a person supplied to you under a contract or agreement, the terms of which deem such a person to be in your employment. |
| Professional Groom | Any person undertaking equine grooming services where the grooming services provided are the occupation of such a person. |
| Property | Material property. For the purposes of this Master Policy electronic data is not property. |
| Territorial Limits | <ol style="list-style-type: none">a) If you are domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of His Majesty's Forces Overseas then you are covered anywhere in the worldb) If you are not domiciled within the United Kingdom, the Isle of Man, the Channel Islands or at bases of His Majesty's Forces Overseas then you are only covered when you are temporarily visiting these territories |
| We/us/our | <p>means Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.</p> <p>Registered Office:</p> <p>Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N4BQ. Registered in England no. 01514453.</p> <p>Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847</p> |
| You/Your | any Member who has paid their subscription to The British Driving Society |



Making a Claim

If any occurrence arises which could result in a claim, you must contact us as soon as possible.

The occurrence should be reported to the Scheme Administrator at:

KBIS British Equestrian Insurance
Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN
Telephone: 01635 247474 Fax: 01635 247474
E-mail: liability@kbis.co.uk

If you are unsure if an occurrence should be reported, please report to us and advice can be given.

Notification should include:

- a) how, when and where the occurrence took place;
- b) the names and addresses of any injured persons and where possible the name and address of any witnesses; and
- c) the nature and location of any injury or details of the property damage.

You must also give all additional information we may require and co-operate with us or our appointed agents during each stage of any claim.

You must not admit liability or make any offer or promise of payment without our prior written consent.

You must forward to us as soon as possible every third party claim, Letter of Claim or any other written notification of a claim or correspondence about a claim.

For details of our rights and your rights once a claim has been made, please see the Claims Conditions section.

Limit of Liability and Excess

Limit of Liability £5,000,000 per occurrence.
Please note this has been increased to £10,000,000 by an excess of loss policy with JRPERGOUKXOL2023v1, which follows the same wording as this Members' Summary and the Master Policy.
If you would like to know more about the excess of loss policy, please contact KBIS.

Excess £ 500 per occurrence in respect of third party property damage.
There is no excess payable for an injury claim.

The limit of liability and excess remain the same, regardless of:

- a) the number of Members or parties or entities entitled to cover;
- b) the number of claimants;

The amount we are liable to pay under this Master Policy including all Extensions and legal costs and expenses in respect of any one occurrence will not exceed the limit of liability stated above.



Policy Cover

The cover under this Master Policy Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the period of insurance and notified to us in accordance with the terms and conditions given in this Members' Summary.

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, our liability will only apply as excess of, and not as contributory with, such other insurance.

Cover under this Master Policy is subject to the terms, exclusions, conditions, Endorsements, and limit of liability of this Master Policy and Members' Summary.

Members

We will cover Members:

1. against legal liability for damages and claimant's costs and expenses in respect of:
 - a) accidental injury sustained by a person;
 - b) accidental damage to property;

happening during the period of insurance within the territorial limits, and as a result of:

- i. a Member participating in horse related activities; or
 - ii. a Member's use and/or ownership and/or control of a horse or horse drawn vehicle.
2. in respect of legal costs incurred with our written consent in connection with any occurrence which is or may be the subject of cover under 1 above.

Extensions to Cover

These extensions are automatically included under the cover for a Member.

This is not additional cover. These extensions are here to extend the original cover within this section in certain circumstances to either an 'Authorised User', 'Horse Groom' or 'Backstepper and Helper'.

These extensions are always subject to the Non-Contribution Clause within the General Conditions.

Any person we cover under these extensions:

1. Will be covered as if they were a Member.
2. Must have been involved in an occurrence that would have been covered under this Section 2 if it had involved the Member instead.
3. Must abide by all the terms, exclusions, conditions, Endorsements and limits of this Master Policy and explained in this Members' Summary.



Please read the relevant extension in full to see when cover is extended.

1. Horse Grooms

This Master Policy will also cover any horse groom working for a Member for legal liability arising out of the horse groom's work whilst unmounted only.

This extension does not apply to:

1. a professional groom; or
2. a horse groom whilst riding or driving a Member's horse.

2. Backsteppers and Crew

This Master Policy will also cover any backstepper or other unmounted crew whilst a Member is attending any British Driving Society Event for the purpose of competing.

This extension does not apply to

1. a professional groom.

Policy Exclusions

Exclusions are the events, liabilities or property we do not cover under this Master policy. There are additional exclusions within Section 1 of this Members' Summary.

We will not cover you in respect of any claim, costs or expenses of any nature:

You and Family Members

for injury to you or any member of your family or household.

Injury Sustained by Person Employed

for injury sustained by any person employed, arising out of and in the course of employment by you.

Pollution Contamination

due to any pollution, contamination of the atmosphere or of any water, land, buildings or other tangible property.

However, this exclusion does not apply if you can demonstrate that such pollution;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the period of insurance; and
- (b) was not the direct result of your failure to take reasonable precautions to prevent such pollution.

All such pollution which arises out of one incident will be considered for the purposes of this Master Policy to have occurred at the time such incident takes place.

Our total liability to pay damages (including claimants' costs, fees and expenses) under this clause will not exceed the limit of liability.

For the purpose of this exclusion, "Pollution" means the actual or threatened discharge, seepage, migration of any pollutant, pollution contamination of buildings or other structures, or of water or contamination of land, or the atmosphere and damage to property owned by others or injury sustained by a person caused by such pollution contamination.

For the purpose of this exclusion "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.



Vehicles

due to the ownership, possession or use under your control of:

1. any mechanically propelled device, vehicle, or attached trailer.

However, this exclusion does not apply if:

- a. compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation; and
 - b. you are not entitled to cover under any other insurance policy.
2. any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft.

However, this exclusion does not apply to hand propelled watercraft or sailing craft not longer than six metres.

Hazardous Material

due to any component building material that must be removed, encapsulated, or otherwise controlled because its presence or release is a hazard to human health.

Property in Your Care Custody or Control

for loss of or damage to property belonging to or in your care, custody or control, or that of your family, household or person employed, as well as any horse groom or professional groom.

Chemical, Biological or Nuclear

due to any:

- (a) nuclear reaction, nuclear radiation or radioactive contamination;
- (b) biological or chemical contamination.

Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages, penalty clauses or performance warranties.

Excess

for the amount of the excess stated in the Master Policy and this Members' Summary.

Employment Practice Liability

due to any claim in relation to:

1. breach of employment contract;
2. misleading representation, defamation, or any harassment;
3. discrimination directly related to employment;
4. the hiring, supervision, or retention; or
5. the personal development
of any person employed.

Asbestos

due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use, or exposure to asbestos or materials or products containing asbestos or other materials, which you know, or have reason to suspect, contains asbestos. This is regardless whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

Cyber

involving the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.



Mould and Fungus

We will not cover you in respect of any claim, costs or expenses of any nature for damage to any property or any loss, cost or expense due to any Fungal Pathogens, whether or not there is another cause of loss which may have contributed at the same time or before or after a loss.

For the purpose of this exclusion "Fungal Pathogens" means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, for example, mould, mildew, mycotoxins, spores or any biogenic aerosols.

War

due to:

- a) war, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared;
- or
- b) a rebellion, revolution, insurrection, military or usurped power.

Hire or Reward

for injury or damage due to the use of a horse or horse drawn vehicle for hire or reward, for example, for the provision of instruction or coaching.

Known Incidents

due to circumstances known to you before the start of your coverage under the Master Policy.

Personal Data Breach

due to any Personal Data breach by virtue of:

- 1. material or non-material damage under Article 82 of the General Data Protection Regulation; or
- 2. Data Protection Act 2018 Sections 168 and 169; or
- 3. any other equivalent local legislation of substantially similar intent.

Professional Advice

due to any Professional advice, design, service or specification given for a fee.

Contractual Liability

arising from liability assumed or rights waived by you under any contract or agreement.

This exclusion does not apply to the extent that such liability would have attached to you without such contract or agreement.

Business & Professions

due to any profession, occupation or business of you or your family.

Racing

Injury, or loss of or damage to property or any cost or expense due to:

- (i) Horse racing (amateur or professional), point to point racing or steeple chasing other than:
 - a) Endurance Riding or Driving or Precision Driving against the clock.
 - b) Racing which forms part of an Equestrian Event the primary purpose of which is not racing and where the said race is not being run under the rules of any Turf or similar Authority.
- (ii) Horse driving trials events run under the rules of the British Carriage driving/BHDTA or similar authority, not including the British Driving Society

Participant to Participant

Injury, or loss of or damage to property or any cost or expense due to any negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, team chasing, hunt scurries, hunt cross country challenges, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports

Professional Grooms

Arising out of the activities of a Professional Groom.



Terrorism

loss, damage, liability, cost or expense due to any:

- a) act of terrorism and/or
- b) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means any act by a person or group(s) of persons, such as causing or threatening injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.

Members under 18 years old

Injury, or loss of or damage to property or any cost or expense due to Members under 18 years old unless the Member is in the presence of an adult at all times when using the horse.

Examples of use, above, are riding, driving or leading the horse or horse drawn vehicle.

Claims Conditions

As well as the conditions in the Making a Claim section above, this section has other conditions that you must follow. If you do not comply with these conditions we may not be able to deal with your claim or payments we make may be reduced. There are also details of our rights when dealing with a claim.

Claim Control

We are entitled either before or after any payment is made by us under this Master Policy to take over at our own expense the absolute control and conduct of any negotiation, defence proceeding or settlement of any claim in your name and on your behalf.

What You Must Do During a Claim

You must give all information and assistance as we may reasonably require to defend or deal with a third party claim.

You must not destroy any evidence, plant or other property relating to an occurrence, loss or legal proceedings that may give rise to a claim under this Master Policy.

You must keep adequate records and details of any accidents or occurrence that may lead to a claim under this Master Policy and maintain those records during a claim.

Discharge of Liability

We may at any time pay to you the limit of liability or any lesser sums for which any claim or claims can be settled. If we do that we will not be under any further obligation, other than the payment of costs and expenses of litigation incurred before we made that payment.

In the event of a claim or series of claims resulting in your liability to pay a sum above the limit of liability then we will only cover those costs and expenses in the same proportion as our payment to you bears to the total payment made by or on your behalf in settlement of the claim or claims.

Subrogation

We may take any action we consider necessary to enforce your rights and our rights under the Master Policy.

Under the Master Policy we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense, either before or after any payment is made by us under the Master Policy.



Fraud

If you make a fraudulent claim under the Master Policy, we:

- a) are not liable to pay the claim; and
- b) may recover from you any sums paid by us to you in respect of the claim; and
- c) may by notice to you treat your cover as having been terminated with effect from the time of the fraudulent act.

If we exercise our rights under c) above:

1. we will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act.

A relevant event is whatever gives rise to our liability under this Master Policy, for example the occurrence of a loss, the making of a claim, or the notification of a potential claim; and

2. we do not have to return any of the premium paid.

This condition will only apply to you as an individual and not the entire group if the fraud was committed by you and not the Master Policy Holder.

General Conditions

The following conditions apply and you must comply with these conditions to have the full benefit of this Master Policy and explained in this Members' Summary.

Comply with Policy Terms

You must observe and comply with all the terms of this Master Policy, and explained in this Members' Summary, including anything to be done or complied with, before being able to benefit under this Master Policy and Members' Summary.

This condition also applies to any person granted cover under any Extensions within the Policy Cover sections.

Excess

No claim will be paid until the applicable excess for that claim has been paid to and received by us.

Non-Contribution Clause

If any claim covered by this Master Policy is also covered in whole or in part by any other insurance, our liability will only apply as excess of, and not as contributory with, that other insurance.

Cancellation

The Master Policy Holder can cancel this insurance at any time.

You can cancel this insurance by ending your membership with The British Driving Society.

We can cancel this insurance by giving the Master Policy Holder thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request;
- threatening or abusive behaviour or the use of threatening or abusive language to us or to KBIS.



Precautions and Reasonable Care

You must take all reasonable precautions:

- (a) for the safety of and to avoid, prevent or minimise any damage to property; and
 - (b) for the safety of and to avoid, prevent or minimise any injury to others
- which might give rise to a claim under this Master Policy.

You must also:

- (a) comply with all statutory and other obligations and regulations imposed by any authority;
- (b) exercise reasonable care in the selection and supervision of any person employed, as well as any horse groom or professional groom, and in the employment of competent staff.

You shall also have a duty to:

1. Ensure the driving bridle is not removed whilst the horse is still attached to the carriage.
2. Ensure a driver is on the box seat and in control of the reins at all times when the horse is in harness and attached to the carriage. Driving/Long Reining the horse whilst walking beside the carriage is not considered suitable control. The only exception to this condition is working with horse drawn agricultural implements.
3. Ensure if the driver dismounts, then a groom is in control of the horse by holding the head by means of a lead rope attached to the bit ring or headcollar or by holding the reins close to the horse's head.
4. Ensure that no passengers are in the carriage unless the driver is on the box seat and in control of the horse.
5. Ensure that the horse is not tethered or tied up whilst still attached to the carriage.

Termination of Membership

Termination of your membership of The British Driving Society from any cause will similarly terminate cover under this Master Policy from the same date.

Cross Liabilities

We will treat each Member as though a separate Insurance had been issued to each of them. Nothing in this Condition increases the limit of liability.

Further Information

Complaints Procedure

Our aim is to provide You with a high quality service at all times, although We do appreciate that there may be instances where You feel it is necessary to lodge a complaint.

If You do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should You wish to direct Your complaint directly to Lloyd's in the first instance, You may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance please direct Your complaint the Scheme Administrator (KBIS) using the following contact information:

KBIS British Equestrian Insurance Cullimore House,
Peasmore, Newbury, Berkshire, RG20 7JN

Telephone: 01635 247474 Fax: 01635 247474 E-mail: liability@kbis.co.uk



BRITISH DRIVING SOCIETY MEMBERS LIABILITY INSURANCE WORDING

Step 2:

Should You remain dissatisfied with the outcome of Your complaint from Us, You may refer Your complaint to Lloyd's.

Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime Kent
ME4 4RN
Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, You may ask Lloyd's for a hard copy.

Step 3:

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution (ADR) body.

If You live in England, Scotland, Wales or Northern Ireland, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

If you live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman

PO Box 114
Jersey
Channel Islands
JE4 9QG
Jersey: +44 (0)1534 748610 Guernsey: +44 (0)1481 722218 International +44 1534 748610 Facsimile: +44 1534 747629
Email: enquiries@ci-fo.org Website: www.ci-fo.org

If you live in the Isle of Man, the contact information is: Financial Services Ombudsman Scheme

Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS
Tel: +44 (0) 1624 686500
Fax: +44 (0) 1624 686504
Email: ombudsman@iomoft.gov.im
Website: <https://www.gov.im/oft/ombudsman/>

Financial Services Compensation Scheme

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Full information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.



BRITISH DRIVING SOCIETY MEMBERS LIABILITY INSURANCE WORDING

Data Protection Notice

We and KBIS are the data controllers (as defined by the Data Protection Act 2018 and UK GDPR including all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process Your personal information.

For full details of what data We collect about You, how We use it, who We share it with, how long We keep it and Your rights relating to Your personal data, please refer to Our Privacy Notice which is available on Our website www.canopius.com/privacy.

If You do not have access to the Internet, please write to the Group Data Protection Officer (address below) with Your address and a copy will be sent to You in the post.

In summary:

We may, as part of Our agreement with You under this contract, collect personal information about You, including:

- (a) Name, address and contact details
- (b) Financial information
- (c) Criminal convictions

We may also collect sensitive personal information about You where the provision of this type of information is of legitimate interest, including:

- Medical records to validate a claim

We collect and process Your personal information for the purpose of insurance and claims administration. All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to Us or which process information on Our behalf (for example, premium collection and claims validation, or for communication purposes related to Your cover). We will ensure that they keep Your information secure and do not use it for purposes other than those that We have specified in Our Privacy Notice.

Some third parties that process Your data on Our behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts or the International Data Transfer Agreement which aim to provide the equivalent level of data protection to that found in the EU or the UK.

We will keep Your personal information only for as long as We believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share Your information if We are required to by law. We may share Your information with enforcement authorities if they ask Us to, or with a third party in the context of actual or threatened legal proceedings, provided We can do so without breaching data protection laws.

If You have any concerns about how Your personal data is being collected and processed, or wish to exercise any of Your rights detailed in Our Privacy Notice, please contact

Group Data Protection Officer Canopius Managing Agents Limited Floor 29
22 Bishopsgate
London EC2N 4BQ
UK

Tel: + 44 20 7337 3700 (this is a basic rate number) Email: privacy@canopius.com

Sanctions Notice

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



BRITISH DRIVING SOCIETY MEMBERS LIABILITY INSURANCE WORDING

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Master Policy, such dispute will be dealt with according to the law of England & Wales, and only a Court in England or Wales will have jurisdiction. The premium has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction of any other court.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right of remedy of a third party which exists or is available apart from that Act.

SRG A Specialist Risk
Group Company

KBIS Limited is authorised and regulated by the Financial Conduct Authority (FRN:300861). Registered Address: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Registered in England and Wales. (Company No. 2208091).

KBIS Limited is part of the Specialist Risk Group.

KBIS
Cullimore House
Peasemore
Newbury
RG20 7JN

kbis.co.uk

The British Driving Society Members' Liability Insurance Policy

Insurance Product Information Document

This insurance is provided by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453.

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

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

What is this type of Insurance?

This is a Master Policy for the benefit of Members of the British Driving Society. This is Public Liability insurance to insure any Member of the British Driving Society against legal liability for accidental injury to a third party or damage to third party property that occurs during the period of insurance and arises in connection with your ownership or use of any horse or horse drawn vehicle.



What is insured?

- ✓ Accidental bodily injury to a third party up to £5,000,000 as a result of your ownership or use of a horse or horse drawn vehicle.
- ✓ Accidental loss of or damage to property up to £5,000,000 as a result of your ownership or use of a horse or horse drawn vehicle.
- ✓ Costs, expenses and solicitors fees incurred by you in respect of any claim against you subject to written consent by the Insurer.

Extensions for Members:

- ✓ Horse Grooms: Your insurance extends to cover any Horse Groom while working for you and whilst unmounted only. This extension does not apply to a Professional Groom.
- ✓ Backsteppers and Crew: Your insurance extends to cover any backstepper or other unmounted crew whilst you are attending any British Driving Society event for the purpose of competing.

Any person covered under these extensions must fulfil and be subject to all the terms and conditions, limitations and exclusions of the Master Policy.



What is not insured?

- ✗ The first GBP 500 of each and every claim made against you for loss of or damage to third party property.
- ✗ Members under 18 years old unless the Member is in the presence of an adult at all times when using the horse or horse drawn vehicle.
- ✗ Bodily injury to you or any member of your family or household, or to any employee.
- ✗ Loss of or damage to property belonging to you or in your care, custody and control, or belonging to or in the care, custody or control of a member of your family or household.
- ✗ Bodily Injury or loss of or damage to property due to your or your family's profession, occupation or business
- ✗ Liability arising out of the activities of a Professional Groom.
- ✗ Participant to Participant Liability during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.
- ✗ Any claims due to the use of a horse or horse drawn vehicle for hire or reward.
- ✗ The ownership, possession or use of any mechanically propelled vehicle which requires compulsory insurance or security.
- ✗ Any claims arising from circumstances known to you before the start of your coverage.
- ✗ Any personal data breach.
- ✗ Any award of punitive or exemplary damages whether as fines, penalties or otherwise
- ✗ Any claim arising from terrorism, or war.



Are there any restrictions on cover?

- ! This is a policy of last resort and sits in excess of any other valid and collectable insurance policy in place at the time of a claim.
- ! You must follow the claims procedure as set out in your policy wording when you discover any circumstance or event which may give rise to a claim.



Where am I covered?

- ✓ If you are domiciled within the United Kingdom, the Isle of Man, the Channel Islands, the Republic of Ireland or at bases of His Majesty's Forces Overseas then you are covered anywhere in the world
- ✓ If you are not domiciled within the United Kingdom, the Isle of Man, the Channel Islands, the Republic of Ireland or at bases of His Majesty's Forces Overseas then you are only covered when you are temporarily visiting these territories



What are my obligations?

- You must advise the Insurer as soon as possible of anything which may give rise to a claim being made against you.
- You must advise the Insurer as soon as possible if you have any knowledge of any impending prosecution, inquest or fatal accident injury which you are involved in.
- You must take all reasonable care to prevent accidents and act in accordance with all statutory obligations and regulations.
- You have a duty to:
 - Ensure the driving bridle is not removed whilst the horse is still attached to the carriage.
 - Ensure a driver is on the box seat and in control of the reins at all times when the horse is in harness and attached to the carriage. Driving/Long Reining the horse whilst walking beside the carriage is not considered suitable control. The only exception to this condition is working with horse drawn agricultural implements.
 - Ensure if the driver dismounts, then a groom is in control of the horse by holding the head by means of a lead rope attached to the bit ring or headcollar or by holding the reins close to the horse's head.
 - Ensure that no passengers are in the carriage unless the driver is on the box seat and in control of the horse.
 - Ensure that the horse is not tethered or tied up whilst still attached to the carriage.
- You must pay the first GBP500 of any claim involving third party property.
- Failure to meet your obligations could result in a claim being rejected or a reduction in the amount the insurer pays.
- Any fraud, misstatement or concealment in relation to any matter affecting coverage, or in connection with a claim, will mean your cover is terminated and you will be unable to make a claim.



When and how do I pay?

Payment for this insurance is included within your membership fee paid to the British Driving Society..



When does the cover start and end?

The period of insurance depends on when you become a member of the British Driving Society. It starts either from 1st January 2024 or the date you become a member of the British Driving Society and ends on 1st January 2025.



How do I cancel the contract?

As this is a group policy, this insurance does not provide you with the statutory right to cancel within 14 days. If you cancel your membership of the British Driving Society or do not renew your membership, your insurance cover will stop from the time of such cancellation or non renewal.