



# **THOROUGHBRED BREEDERS ASSOCIATION MEMBERS' THIRD PARTY LIABILITY INSURANCE Policy Summary**

**The information provided in this Policy Summary is key information You should read.**

**This Policy Summary does not contain the full terms and conditions of Your 'Oxygen'\* Insurance Policy. The full terms and conditions can be found in the policy document.**

**The insurer is International Insurance Company of Hannover Limited, who are authorized and regulated by the Financial Services Authority, registration number 202640.**

**This policy period is detailed in Your schedule. The policy is normally valid for 12 months and renewable annually.**

## **Significant Features and Benefits**

The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances. Many of these terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

## **Public Liability**

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

### **Significant Features and Benefits of Cover**

- Accidental Injury to any person
- Accidental loss of or Damage to Property

happening anywhere in the world during the Period of Insurance and arising out of the Business.

### **Significant and Unusual Exclusions**

Insurers will not pay under these sections for liability arising from:-

- Terrorism.
- Asbestos.
- Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- Professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.
- Goods in the custody or control of the Insured.
- Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance.

These exclusions are more fully detailed under sections 12, 14 & 15 of Your policy

## **Limits of Indemnity**

Underwriters will not pay more than sum specified in the Schedule as the Limit of Indemnity for each Section.

## **Public and Products Liability**

The limit of indemnity for Public Liability cover applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The Public Liability limit in respect of Pollution applies to all occurrences during the Period of Insurance.

The Products Liability limit applies to all occurrences during the Period of Insurance.

Unless stated otherwise, Your own defence costs, incurred with our consent, will be covered in addition to these limits.

## **Legal Jurisdiction**

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

## **Significant General Exceptions**

It is a condition precedent to the liability of underwriters that the Insured does not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos

## **Excess**

As stated on the schedule of insurance

## **Premium Adjustment**

Your premium was based upon the turnover and wage details that You provided to Your broker. At the end of each period of insurance Your broker will send You a wages and turnover declaration form that You should complete and return. A premium adjustment may then be made.

## **Claims Procedure**

In the first instance claims should be notified to Your insurance broker.

## **Complaints procedure**

Any enquiry or complaint that You may have should in the first instance be addressed to the broker who has arranged this cover for You.

Please quote Your Contract and Policy number in all correspondence so that any complaint can be dealt with speedily.

If You are still unhappy with any issue connected with the handling of Your insurance policy or claim then You should direct Your enquiry to the Compliance Officer of International Insurance Company of Hannover, L'Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE. Telephone number 01344 397 600, Fax number 01344 397 601.

If after contacting the Compliance Officer You are still dissatisfied You may be able to refer Your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (Telephone No: 0845 080 1800). Further information is available from them.

## **Cancellation rights**

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 the 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 Underwriters 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. Underwriters 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.

### **Financial Services Compensation Scheme (FSCS)**

International Insurance Company of Hannover Limited is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portoken Street, London, E1 8BN and on their website [www.fscs.org.uk](http://www.fscs.org.uk)