



**amlinplus**



THE  
THOROUGHBRED  
BREEDERS'  
ASSOCIATION

## **Members' Away from Home Liability Policy Details of Cover**

**THIS DOCUMENT IS ISSUED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE. THIS DOCUMENT IS FURNISHED IN ACCORDANCE WITH, AND IS IN ALL RESPECTS SUBJECT TO, THE TERMS OF THE MEMBERS' AWAY FROM HOME LIABILITY POLICY.**

This document notifies the person(s) named below that the following insurance has been effected with MS Amlin Underwriting Services Limited under a Master Policy issued to the Thoroughbred Breeders' Association (TBA). In the event of a conflict between this document and the Master Policy, the latter shall take precedence. A copy of the Master Policy can be obtained free of charge on application to the TBA at the address of the contact responsible for the Master Policy indicated at 2.(b) below.

### **Details of Coverage Provided**

**1. Covered Party:**

Fully paid up members of the TBA

**2. a) Address of the TBA:**

The Thoroughbred Breeders' Association  
Stanstead House  
8 The Avenue  
Newmarket  
Suffolk, CB8 9AA

Tel: 01638 661321  
Email: [info@thetba.co.uk](mailto:info@thetba.co.uk)

**b) Name and address of the contact responsible for the Master Policy:**

John Needham  
Win Stream Cottage  
Lamberhurst  
Tunbridge Wells  
Kent  
TN3 8BH

Tel: 01892 891145  
Email: [john@elmhurstbloodstock.co.uk](mailto:john@elmhurstbloodstock.co.uk)

**3. Period of Insurance:**

From: 1 March 2018  
To: 28 February 2019  
both dates inclusive

**4. Date of Issuance:**

1<sup>st</sup> March 2018

**5. Retroactive Date:**

1<sup>st</sup> March 2013

**6. Limit of Indemnity:**

£2,000,000 (applicable in respect of any one occurrence or series of occurrences arising from one originating cause and in total during the period of insurance, inclusive of defence costs)

**7. Excess:**

£500 (applicable to liability to pay compensation arising out of loss or damage to property only)

**8. Who to contact in the event you need to make a claim:**

If anything happens which you think may result in your needing to make a claim, you should contact us using the details below as soon as reasonably practicable, quoting your TBA membership number and giving full details of your claim.

Amlin Plus  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG

Tel: 0800 917 9712  
Fax: 0800 917 9713  
Email: [aplclaims@msamlin.com](mailto:aplclaims@msamlin.com)

For more details on the claims procedures you must follow when making a claim, please consult the Master Policy.

**9. Who to contact in the event you need to make a complaint:**

Complaints  
MS Amlin Underwriting Limited  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG

Tel: 0207 746 1300  
Fax: 0207 746 1001  
Email: [complaints@msamlin.com](mailto:complaints@msamlin.com)

For more details on the complaints procedure applicable to this insurance and your rights please consult the Master Policy.

## Frequently Asked Questions

### 1. Do I need to pay for this Members' Away from Home Liability Policy?

No. This insurance is provided by virtue of your active membership of the TBA. For further details as to the coverage provided by this insurance, please refer to the Master Policy.

### 2. What does the Members' Away from Home Liability Policy cover?

This insurance gives you cover up to a limit of £2,000,000 (applicable in respect of any one occurrence or series of occurrences arising from one originating cause and in total during the period of insurance, inclusive of defence costs), in excess of any other more specific insurance that may be applicable, against compensation you are liable to pay as a result of the actions of any thoroughbred breeding stock or young stock which you lease, or wholly or partly own. Where you partly own a horse, the cover under this insurance is limited to the extent of your interest in the partly owned horse. This insurance covers any costs incurred in defending an action against you. You are only covered when your breeding stock or young stock are away from your premises and not in your care, custody and control. If you require additional insurance cover, please contact John Needham using the details above.

### 3. What sort of incidents are covered?

Incidents where your horse causes injury or damage to a third party or their property, such as it damaging a car or injuring a person.

### 4. Am I covered under this insurance if my TBA membership has lapsed at the time of an incident?

No, you are not covered under this insurance if your TBA membership has lapsed.

### 5. What should I do if I receive a letter advising me that I am being held liable for damage caused by my horse?

You should forward the letter to Amlin Plus using the claims contact details above without delay, and within no more than 14 days of receipt, together with all relevant details of which you are aware. You must not admit liability for the damage nor make any promise or offer of payment. For more details on what you must do in these circumstances, please consult the Master Policy.

### 6. Why, as a horse owner, do I need this cover?

Under the Animals Act 1971, owners of animals are regarded in law as being liable for their animals' actions irrespective of whether they keep the animals or negligence on the part of the keeper is established.

### 7. What, for the purposes of this insurance, constitutes breeding stock and young stock?

This insurance applies only to thoroughbred breeding stock and young stock.

Breeding Stock means thoroughbred broodmares, stallions and stallion shares and verifiable foster mares whilst being kept solely for the purpose of breeding thoroughbreds. The onus of proving that a horse is Breeding Stock lies with you.

Young Stock means thoroughbred foals, weanlings, yearlings or stores whilst being kept solely for the purpose of rearing and before entry into a licensed racehorse trainer's yard, including during sales preparation, breaking and pre-training work. The onus of proving that a horse is Young Stock lies with you.

**8. When is a filly or mare that is out of training covered by this insurance?**

This insurance does not cover racehorses. A filly is considered breeding stock from the time she retires fully and permanently from racing with the sole intention of her being used for breeding. As mentioned above, the onus of proving that a horse is breeding stock rests with you. A filly that is in training while also in foal is considered to be a racehorse and is thus not covered under this insurance until she stops training to complete her pregnancy.

**9. When is an injured filly that has been put in foal during the time she is out of training, but is expected to go back into training once her foal is weaned, covered by this insurance?**

In these circumstances a filly would be covered from when she comes out of training to go to stud until she goes back into training.

**10. Is a two-year old or store being prepared for a breeze-up sale covered by this insurance?**

Yes, because it is being prepared for a sale and has not yet entered a licensed racehorse trainer's yard.

**11. When is a young National Hunt horse not covered by this insurance?**

From the time that it enters the yard of a fully licensed trainer, permit holder or point-to-point trainer.

**12. Am I covered under this insurance for incidents occurring while my breeding stock or young stock are outside the UK?**

This insurance covers trips to certain countries in Western Europe lasting up to six months. In all cases, this insurance remains governed by the laws, and subject to the jurisdiction of the courts of, England and Wales. Trips to the following countries in Western Europe are covered: Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Ireland, Italy, Liechtenstein, Luxemburg, Monaco, the Netherlands, Norway, Portugal, Spain, Sweden, and Switzerland. Trips of stallions and stallion shares outside the UK are not covered by the insurance.

**13. Am I covered under this insurance for longer trips, or trips further afield?**

No, this insurance does not cover trips for longer periods or further afield. To arrange insurance for such trips, please contact Amlin Plus using the details above.

**14. If I lease my horse to someone else, am I liable for damage it causes?**

This depends on the terms of the lease. However, in many cases may continue to be regarded as the owner and thus liable for any damage the horse causes.

**15. If I own breeding stock or young stock through a partnership, are all members of the partnership covered under this insurance?**

No, only those members of the partnership who are TBA members are covered under this insurance, and the cover under this insurance is limited to the extent of the relevant partner's interest in the horse.

**16. Are my other horses covered by this insurance?**

No, only breeding stock and young stock are covered by this insurance.