

# **The Good Horsemanship Society Members' Public Liability Insurance**

*Policy Document*

Provided by



Arranged through

# **Lycetts**

## ***Contract of Insurance***

This Policy, the Proposal, the Schedule (including any Schedule issued in addition or substitution) and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Insured named in the Schedule having made to the Insurers a Proposal which is hereby agreed to be the basis of this Insurance and to be considered incorporated herein and having paid or agreed to pay the premium; the Insurers hereby bound will indemnify the Insured to the extent hereafter described for Injury, Damage or Nuisance occurring during the Period of Insurance subject to the limits, terms, conditions and exclusions contained herein or endorsed hereon.

### ***Claims Procedure***

If any incident occurs which could result in a claim, You must immediately contact the Insurers via Lycetts who will be able to advise you.

Please refer to Policy Condition 1 on Page 18 for full details of the claims procedure and conditions.

Signed by  
On behalf of International Insurance Company of Hannover Limited

## ***Policy Information***

### Not forming part of this Insurance Policy

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of:

- the **Schedule** which states who is the Insured, the Business being covered and other particulars such as the Period of Insurance and details such as the occurrences insured, limits of liability and certain amounts for which the Insured may be responsible;
- **Definitions** which define particular words and expressions that apply to the whole of this Policy or where specifically stated within a Section as applying to that Section;
- the **Policy Cover** section of the Policy which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions and Policy Conditions** of cover applying to the whole of this 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;
- any **Endorsement(s)** which might apply to the Policy or individual Sections and which incorporate cover and amendments extensions limitations and such like.

You should immediately notify the Insurers via your insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate Schedule(s) and/or Endorsement(s) which you should file with the Policy. You should refer to these Schedules and/or Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

### ***Important Notice to the Insured***

This Policy is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

# ***Members' Public Liability Insurance***

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## ***Definitions***

Applicable to the whole Policy wherever these words appear starting with a capital letter.

<b>Business</b>	means the Business as stated in the Schedule.
<b>Damage</b>	means physical loss of or damage to Property.
<b>Event</b>	means any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
<b>Excess</b>	means the amounts specified in the Schedule which the Insured shall pay in respect of all damages, compensation, claimants costs, Legal Costs and expenses before the Insurers shall be liable to make any payment. The Excess shall apply to each Event other than in respect of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man where the Excess shall not apply in respect of legal liability arising out of Injury.
<b>Horse(s)</b>	means any horse or pony
<b>Injury</b>	means bodily injury, death, disease, illness, nervous shock or mental injury.
<b>Insured</b>	means: <ol style="list-style-type: none"><li>1 the Insured as stated in the Schedule;</li><li>2 the personal representatives of the Insured in respect of legal liability incurred by the Insured against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the Insured;</li><li>3 any person, if the Insured so requests, riding, driving or leading any Horse(s) on the Insured's order or with his permission;</li></ol> each of whom shall be subject to the terms of this Policy insofar as they can apply.
<b>Insurers</b>	means International Insurance Company of Hannover Limited.
<b>Legal Costs</b>	means: <ol style="list-style-type: none"><li>1 costs of legal representation at:<ol style="list-style-type: none"><li>a any Coroners Inquest or Fatal Accident Inquiry;</li><li>b proceedings in any court arising out of any alleged breach of statutory duty;</li></ol></li><li>2 all other costs and expenses in relation to the defence, investigation or settlement of any claim incurred with the Insurer's consent.</li></ol>
<b>Member</b>	means any Member of The Good Horsemanship Society
<b>Natural Horsemanship Equipment</b>	includes but not limited to, natural hackamore and bitless bridles, rope halter, rope lines and 'string'
<b>Normally Resident Inside</b>	means resident within Great Britain, Northern Ireland, Ireland, the Channel Islands and the Isle of Man for a period of not less than six months in any consecutive twelve month period.
<b>Normally Resident Outside</b>	means resident outside Great Britain, Northern Ireland, Ireland, the Channel Islands and the Isle of Man for a period of not less than six months in any consecutive twelve month period.
<b>Nuisance</b>	means nuisance, trespass or interference with any:

- 1 easement;
- 2 right of air;
- 3 right of light;
- 4 right of water;
- 5 right of way.

**Period of Insurance** means the Period stated in the Schedule.

**Person Employed** means:

- 1 a person under contract of service or apprenticeship with the Insured;
- 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 the Insured;
- 5 a person undertaking study or work experience;
- 6 a person supplied to the Insured under a contract or agreement, the terms of which deem such a person to be in the employment of the Insured;

while working under the control of the Insured in connection with the Business.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

**Pollution Contamination** means pollution contamination of buildings or other structures, or of water or land, or the atmosphere and all loss or Damage or Injury directly or indirectly caused by such Pollution Contamination.

**Premises** means any place(s) used for the purposes of the Business within the Territorial Limits.

**Premium** means the amount specified in the Schedule.

**Product** means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured but shall not include food or drink for consumption on the Premises of the Insured or at any other premises where the Insured is conducting the Business.

**Property** means material property.

**Proposal** means any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith.

**Schedule** means the Schedule of Insurance attached hereto.

**Territorial Limits** means Great Britain, Ireland, Northern Ireland, the Channel Islands and the Isle of Man.

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat 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), committed for political, religious ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**We/Us/Our** means International Insurance Company of Hannover Limited.

**You/Your/Yours** means the Insured as stated in the Schedule.

## ***Policy Cover***

### ***Cover and Jurisdiction***

This insurance will only apply to judgements, awards or orders of courts of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and will not apply to judgements, awards or orders of courts or to any order seeking to enforce such judgements, awards or orders, or to any liability arising under the law of any place outside these territories.

The Insurers will indemnify the Insured:

- 1 against legal liability for damages and claimant's costs and expenses in respect of:
  - a Injury sustained by any person;
  - b Damage to Property;
  - c Nuisance;

occurring during the Period of Insurance within the Territorial Limits in connection with the Business.

This Policy extends to indemnify Insureds Normally Resident Inside the Territorial Limits whilst temporarily engaged in the Business anywhere in the world outside the Territorial Limits for a period not exceeding six months in all.

Insureds Normally Resident Outside the Territorial Limits are deemed to be an Insured only whilst engaged in the Business within the Territorial Limits.

- 2 in respect of Legal costs incurred with the written consent of the Insurers in connection with any Event which is or may be the subject of indemnity under 1 above.

### ***Limit of Liability and Legal Costs***

- 1 Irrespective of:
  - a the number of parties and/or entities entitled to indemnity;
  - b the number of claimants;the liability of the Insurers under this Policy including all Extensions in respect of any one Event shall not exceed the Limit of Liability stated in the Schedule.
- 2 Legal Costs payable by the Insurers shall be paid in addition to the Limit of Liability unless otherwise stated, provided that:
  - a if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made by the Insurers to dispose of any claim;
  - b the Insurers are liable to pay Legal Costs in addition to the Limit of Liability;then the liability of the Insurers for Legal Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid by the Insurers to dispose of such claim. Nothing contained in this clause shall be construed to vary or override any Condition of this Policy.

## ***Policy Extensions***

### *1 Cross Liabilities*

If the Insured comprises more than one party and/or entity the Insurers will indemnify each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that the total amount of indemnity afforded by the Insurers shall not exceed the Limit of Liability stated in the Schedule regardless of the number of parties and/or entities entitled to indemnity.

### *2 Data Protection Act*

The Insurers will indemnify the Insured against legal liability arising under Sections 22 and 23 of the Data Protection Act 1984 as amended 1998 or any subsequent amending legislation for the purposes of this Extension damage and or distress within the meaning of such Act shall be deemed to be Injury provided that the Insured:

- a is registered in accordance with the terms of such Act or has applied for registration, which has not been refused or withdrawn;
- b has taken all reasonable care to comply with the requirements of such Act

This Extension will not apply to:

- i the costs of replacing, reinstating, rectifying or erasing data;
- ii legal liability arising from or caused by any deliberate act or omission of the Insured or any person entitled to indemnity if the result thereof could reasonably have been expected by the Insured or such other person having regard to the nature and circumstances of such act or omission;
- iii the payment of fines or penalties of any kind;
- iv claims arising out of circumstances notified to previous insurers or known to the Insured at the inception of this Policy;
- v legal liability in respect of which indemnity is provided by any other insurance.

### *3 Pollution Contamination*

Notwithstanding Policy Exclusion 3, the Insurers will indemnify the Insured against legal liability for damages and claimants costs and expenses in respect of Pollution Contamination:

- 1 in connection with the Business within the Territorial Limits;
- 2 whilst temporarily engaged in the Business anywhere in the world outside the Territorial Limits excluding the United States of America and/or Canada for a period not exceeding six months in all;

provided that:

- a Pollution Contamination is caused by a sudden, identifiable, unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance stated in the Schedule;

- b No indemnity shall be provided in respect of activities commenced by or on behalf of the Insured prior to inception of the Period of Insurance stated in the Schedule

Injury and Damage caused by Pollution Contamination which arises out of a sudden identifiable, unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance stated in the Schedule shall be deemed by the Insurers for the purposes of this Policy to have been caused at the time such Event takes place.

The total liability of the Insurers for all such events shall not exceed the Limit of Liability stated in the Schedule, inclusive of Legal Costs.

#### 4 *Compensation for Court Attendance*

If at the request of the Insurers any Insured shall attend court in Great Britain, Northern Ireland, Ireland, the Channel Islands and the Isle of Man, as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy; the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

- 
- a Great Britain, Northern Ireland, the Channel Islands and the Isle of Man    GBP 250
-

## ***Policy Exclusions***

This Policy will not apply to legal liability and/or Legal Costs:

### ***1 Instruction***

directly or indirectly caused by, arising from or in connection with providing instruction or services to do with horses and Natural Horsemanship by way of gain

### ***2 Whilst on the public highway***

arising whilst on the public highway with only a string for control unless attached to a bridle or halter

### ***3 Injury Sustained by Persons Employed***

for injury sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business

### ***4 Product***

directly or indirectly caused by, arising from or in connection with any Product.

### ***5 Pollution Contamination***

directly or indirectly caused by, arising from or in connection with Pollution Contamination.

### ***6 Vehicles***

arising out of the ownership or possession or use of any mechanically propelled vehicle by or on behalf of the Insured in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

- a mechanical plant while operating as a tool of trade
- b the loading or unloading of any vehicle

except in respect of legal liability for which:

- i insurance or security is required by law;
- ii indemnity is provided by any motor insurance contract.

### ***7 Vessels and Craft***

arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in on or through water and/or air and/or space but this Exclusion will not apply to waterborne craft not exceeding 4 metres in length in United Kingdom or Ireland territorial waters.

### ***8 Property in the Care Custody or Control of the Insured***

in respect of loss of or Damage to any Property which at the time of the Event giving rise to such liability is owned by or held in trust by or in the care, custody or control of the Insured or any Person Employed other than:

- a personal effects including vehicles and their contents of any Person Employed or any director or partner of or visitor to the Insured;
- b premises including their contents not owned by or leased or rented to the Insured but temporarily occupied by the Insured for the purposes of undertaking work in connection with the Business;
- c premises and their fixtures and fittings leased or rented to the Insured provided that where such liability has been accepted by agreement indemnity will only be provided by the Insurers to the extent that such liability would have attached in the absence of the said agreement.

#### *9 Radioactive Contamination*

directly or indirectly caused by or contributed to by or arising from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

#### *10 Punitive and Exemplary Damages*

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

#### *11 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties*

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

#### *12 Defamation*

in respect of any form of defamation.

#### *13 Excess*

for the amount of the Excess(es) stated in the Schedule.

#### *14 Employment Practice Liability*

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and or in relation to the hiring, supervision, retention and/or personal development of any Insured and/or Person Employed howsoever arising.

#### *15 Asbestos*

arising directly or indirectly 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.

### *16 Terrorism*

for Injury, loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes Injury loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Policy Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### *17 Electronic Date Recognition*

for any Damage or consequential loss or liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000:

- a correctly to recognise any date as its true calendar date;
- b to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

### *18 North American Absolute Environmental Impairment Exclusion*

- a for personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants:
  - i at or from premises owned, rented or occupied by the Insured;
  - ii at or from any site or location used by or for the Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - iii which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the Insured or any person or organisation for whom the Insured may be legally responsible;
  - iv at or from any site or location on which the Insured or any contractors or sub-contractors working directly or indirectly on behalf of the Insured are performing operations:
    - i if the Pollutants are brought on or to the site or location in connection with such operations; or
    - ii if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise the Pollutants;

- b for any loss, cost or expense arising out of any governmental directive or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise the Pollutants;
- c for any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the dispersal, release or escape of any Pollutants;

in respect of any operations located within the United States of America and/or Canada.

### *19 Mould and Fungus*

For damage to any property or any loss, cost or expense directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to Fungal Pathogens, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to 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 including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

### *20 War*

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

## ***Policy Conditions***

**The following conditions apply to this policy except where otherwise specified:**

### *1 Action by the Insured*

It is a condition precedent to liability that the Insured shall give written notice to the Insurers as soon as is reasonably practicable of any Event that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every letter of claim writ summons or process and all documents relating thereto **and any other written notification of claim** shall be forwarded **unanswered** to the Insurers immediately they are received.

**The Insured shall at all times, in addition to their obligations set out above afford such information to and co-operation with the Insurers or their appointed agents to allow the Insurers to be able to comply with such relevant Practice Directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice.**

The Insurers shall be entitled (either before or after any payment hereunder) to take over at their own expense the absolute control and conduct of any negotiation, proceeding or settlement of any claim in the name of and on behalf of the Insured. The Insured shall not admit liability or make any offer or promise of payment without the written consent of the Insurers.

The Insured shall keep adequate business records and shall give such information and assistance as the Insurers may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

**Lycetts**

The Coach House  
168 High Street  
Newmarket,  
Suffolk, CB8 9AQ  
Telephone: **01638 676700**  
Fax: **01638 664700**  
E-mail: **claims@lycetts.co.uk**

*2 Observance of Terms and Right of Recovery*

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers.

*3 Excess*

No indemnity is provided until the applicable Excess for any claim has been paid to and received by the Insurers hereon.

*4 Other Insurances*

If at any time of any claim(s) covered by this Policy there is or but for the existence of the Policy would be any other insurance covering the same legal liability the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had the Policy not been effected and subject to the Limit of Liability.

*5 Discharge of Liability*

In respect of any claim(s) against the Insured to which a Limit of Liability applies, the Insurers may at any time pay the amount of such Limit after deduction of any sums already paid or incurred or any less amount for which at the absolute discretion of the Insurers such claim(s) can be settled. The Insurers will relinquish control of the said claim(s) and be under no further liability in respect thereof except for Legal Costs for which the Insurers may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Costs.

*6 Alteration*

This Policy shall be voided if after the commencement of Insurance there is any alteration:

- a by removal; or
- b whereby the risk of Damage, injury, illness or legal liability is increased; or
- c whereby the Insured's interest ceases except by will or operation of law; or
- d whereby the Business of the Insured is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- e any change is made in the description of the Business

unless such alteration has been accepted by the Insurers in writing.

## 7 *Cancellation*

- a If the premium for this Insurance is paid by periodic instalments, whether by direct debit or otherwise, in the event of default in the payment of any instalment, for whatever reason, the Insurance will cease from the date of non-payment, subject to the Consumer Credit Act 1974 if applicable.
- b Otherwise, this Insurance may be cancelled by the Insurers sending fourteen days notice by registered post to the last known address of the Insured. Where this Condition is exercised, the Insured shall become entitled to a return of premium in respect of the unexpired portion of the Period of Insurance, after any adjustment of the premium paid as provided for by any conditions of this Policy, and subject to no claim having been paid or outstanding in respect of the expired portion of the Period of Insurance.

## 8 *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.

## 9 *Jurisdiction*

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to the law of England and Wales, or Scotland and only a United Kingdom court shall have jurisdiction. The premium for this insurance 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.

## 10 *Data Protection Act 1998*

It is understood by the Insured that any personal data provided to the Insurers regarding the Insured, its Employees or Agents will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

The Insurers will keep such information secure at all times. In certain circumstances, for example for systems administration purposes, the Insurers may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with this insurance the Insurers assume that you are agreeable to them transferring your information to a country outside the EEA.

Should you wish to obtain the information that we hold on you please contact the Compliance Officer, International Insurance Company of Hannover Limited, L'Avenir, Opladen Way, Bracknell, Berkshire, RG12 0PE, Tel 01344 397600, Fax 01344 397601. A small fee may be charged to cover the cost of administration.

## 11 *Precautions and Reasonable Care*

The Insured shall take all reasonable precautions:

- a for the safety of and to avoid, prevent or minimise any Damage to the Property;

b to avoid, prevent or minimise any injury to others or damage to their property; which might give rise to a claim under this Insurance.

The Insured shall also:

- a comply with all statutory and other obligations and regulations imposed by any authority;
- b maintain the Premises, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c exercise reasonable care in the selection and supervision of employees and in the employment of competent staff;
- d in the event of discovery of any defect or danger immediately caused such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### *12Fraud*

If any claim made under this Policy by the Insured or anyone acting on behalf of the Insured shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof all benefit under this Policy shall be forfeited.

### *13Subrogation*

Any claimant under this Policy shall, at the request and the expense of the Insurers, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the Insured, whether such steps are or become necessary before or after any payment is made by the Insurers.

### *14E.U. Disclosure Clause*

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English or Irish law.

### *15Policy Voidable*

This Insurance shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.

### *16Declarations/Adjustment of Premium*

If any part of the Premium is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant information and shall at any time allow the Insurers to inspect such record. The Insured shall within 30 (thirty) days after the expiry of each Period of Insurance furnish the relevant information as the Insurers may require. The Premium shall then be adjusted and the difference paid by or allowed to the Insured, subject to any minimum Premium required within 30 (thirty) days of receipt of the Insurers' adjusted Premium calculations.

## ***Further Information***

### *Complaints Procedure*

**We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.**

All complaints will be handled promptly and a policy of open communication will be adopted. Any enquiry or complaint should in the first instance be directed to:

**The Managing Director**

Lycetts  
The Coach House,  
168 High Street,  
Newmarket,  
Suffolk CB8 9AQ

If this does not resolve the matter please write to:

**The Customer Relations Officer**

International Insurance Company of Hannover Limited  
L'Avenir  
Opladen Way  
Bracknell  
Berkshire  
RG12 0PE

Tel 01344 397600  
Fax 01344 397601

In the event you remain dissatisfied and wish to pursue matter further you may be able to refer the matter to The Financial Ombudsman Service or equivalent body in Ireland. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

The address is:

**The Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

**Helpline:** 0845 080 1800  
**Switchboard:** 020 7964 1000  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)