

The Countryside Alliance Members

Liability Insurance

Group Members' Summary

Scheme Administrator

As a Member of The Countryside Alliance, you receive The Countryside Alliance Members Liability Insurance. 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 Countryside Alliance by Howden UK Corporate (Howden).

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

Howden UK Brokers Ltd
Woodlands
Manton Lane
Bedford MK41
7LW

Telephone: +44 (0)1234 230279
E-mail: insurance@countrysideallianceinsurance.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** on behalf of the Members. Please read it carefully to ensure that it meets **your** requirements and that **you** understand its limits, terms, conditions and exclusions. Howden should be contacted immediately if **you** have any queries.

This Members' Summary consists of:

- **Definitions** which define particular words and expressions that apply to the whole of this policy;
- the **Policy Cover** section which gives precise details of the cover being provided;
- the **Policy Extensions, Policy Exclusions 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 Howden 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 file with the Master Policy. **You** should refer to these Certificates and/or Endorsement(s) and the Members' Summary to ascertain precise details of cover currently in force.

The Countryside Alliance Group Members Liability Insurance

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Definitions

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

Damage	direct physical loss, destruction, or damage which is both sudden and accidental to tangible property . Damaged will have the equivalent meaning.
Data	acts concepts and/or information converted to a form useable in your computer operations, for example business and customer files accounts and personal files and images, owned leased or rented by you or for which you are legally responsible.
Employment Practices	an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination (including harassment), failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation, infliction of emotional distress, or retaliation in respect of whistle blowing or of the exercise or attempted exercise of legally protected rights
Franchise Excess	the amounts specified in the schedule which you shall pay in respect of all damages, compensation, claimants' costs, legal costs , and expenses before we shall be liable to make any payment. The excess shall apply to each occurrence other than in respect of legal liability arising out of injury , where the excess shall not apply. Once the Franchise amount has been exceeded we will return this amount to you as part of your claim.
Group Member	a Countryside Alliance Group or syndicate with seven or more members. All named members of the Group are full members of the Countryside Alliance.
Horse	Any horse, pony, donkey, mule, ass or jennet.
Indemnify	we will pay you for liabilities incurred under the terms of this Master Policy. Indemnified shall have the same meaning.
Injury	bodily injury, death, disease, illness, nervous shock or mental injury.
Legal Costs	<ol style="list-style-type: none">1. costs of legal representation at:<ol style="list-style-type: none">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 .
Master Policy Holder	the Countryside Alliance.

Occurrence	<p>an incident or event which unexpectedly or unintentionally results in injury and/or damage to property.</p> <p>All bodily injury or damage to property 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 coverage; or • the number of persons or organisations who sustain bodily injury or damage to property.
Period of Insurance	<p>the time for which this insurance is in place. This starts from the beginning of your Countryside Alliance membership or your membership renewal date in 2024 and ends 12 months later.</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.
Pollutant	<p>any solid, liquid, gaseous or thermal irritant or contaminant, toxic or hazardous substance including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals biochemical and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.</p>
Pollution	<p>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 all loss or damage or injury caused by such pollution contamination.</p>
Premium	<p>the proportion of your membership fee used to pay for this Master Policy</p>
Property	<p>material property of a Third Party. For the purposes of this Master Policy electronic data is not property.</p>
Product	<p>any goods (including packaging, containers labels or instructions) that are: l</p> <ol style="list-style-type: none"> (a) manufactured, sold, supplied or distributed; or (b) erected, repaired, serviced, altered, treated, installed or incorporated into any other product <p>by you or on your behalf and no longer in your possession or under your control.</p>
Recognised Activities	<p>taking part legally including officiating, assisting or spectating in hunting, exercising hounds, hound trailing, hunt following, lurcher work, whippet racing, terrier work, dog shows, shooting including sporting shooting, clay pigeon shooting, rifle shooting, target shooting, angling (including sea, coarse and game angling) deer stalking, falconry, ferreting, vermin control, voluntary unpaid duties at shows and events, field trials, conservation work, archery and coursing. (For the avoidance of doubt, all other equestrian activities, not including hunting with horses and ponies, are excluded).</p> <p>Cover includes ancillary activities in connection with any of the Recognised Activities above including but not limited to the construction, preparation, completion and taking down of equipment and amenities used in connection with the Recognised Activities.</p>

Territorial Limits

- a) For Members resident in the United Kingdom & The Channel Islands, cover is provided whilst carrying out **Recognised Activities** anywhere in the world but excluding claims arising from the use of guns (sporting or otherwise) in the United States of America or Canada.
- b) For Members resident outside of the United Kingdom & The Channel Islands are only covered whilst participating in **Recognised Activities** in the United Kingdom or The Channel Islands only.
- c) For the Employer's Liability Policy Extension, the **Person Employed** must be carrying out work in the United Kingdom or The Channel Islands only.

Terrorism

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

Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited.

Registered Office: Canopius Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N4BQ.

Registered in England no. 01514453. Canopius 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.

You/Your/Yours

- a) any Individual Group Member of the Countryside Alliance who has paid their subscription to the association and is covered under this insurance contract.
- 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) the Group entity name registered as a member with Countryside Alliance

Making a Claim

If any **occurrence** occurs which could result in a claim, **you** must contact **us** as soon as possible to Howden who will be able to advise **you**:

Howden UK Corporate
Woodlands
Manton Lane
Bedford
MK41 7LW

Tel: 01234 230342

Email: countryside.alliance.claims@howdeninsurance.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 **bodily 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

Important Information

Limit of Liability and Franchise Excess

Limit of Liability	£ 5,000,000 per occurrence . This is the most we will pay under any one claim, or any claims connected to the same cause. Please note this has been increased to £10,000,000 by an excess of loss policy with JRP Insurance Management Ltd on behalf of Great Lakes Insurance UK Ltd, 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 Howden.
Franchise Excess	£250 per occurrence

The **limit of liability** and **excess** remain the same, irrespective of:

- a. the number of parties and/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, apart from Policy Extension for Employer's Liability which has its own specific limit.

Policy Cover

The cover under this Master Policy and Members' Summary is on a Claims Occurring basis. That means it only covers claims occurring during the **period of coverage** 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.

We will cover **you**:

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** owned by others;

Occurring whilst **you** are participating in **Recognised Activities** during the **period of insurance** within the **territorial limits**.

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.

Policy Extensions

Contingent Liability (Non-owned vehicles).

Apart from anything contained in the Policy Exclusion for Vehicles, Vessels and Craft to the contrary we agree to extend the **policy** to **indemnify you** in respect of **your** liability arising out of loss of or **damage** to **property** or **injury** arising out of the use of any motor vehicle that is not **your property** or provided by **you** being used in connection with **you**

Additional Policy Exclusions applicable to this extension:

We will not cover **you** for any:

- (a) loss of or **damage** to any such vehicle.
- (b) **Injury** or loss of or **damage** to **property** resulting while such vehicle is being:
 - (i) driven by **you**.
 - (ii) driven with **your** or a **person employed's** general consent by any person who, to **your** or a **person employed's** knowledge, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - (iii) used in circumstances in which it is compulsory for **you** to insure or provide security as a requirement of any road traffic legislation.
 - (iv) used outside the United Kingdom and the Channel Islands

Health and Safety at Work Legislation Extension

We agree to extend the Master Policy to indemnify **you** for:-

- a. costs and expenses incurred with **our** written consent
- b. costs and expenses awarded against **you** or any **person employed**

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **period of insurance** under any Health and Safety at Work legislation of Great Britain and Northern Ireland the circumstances of which may be the subject of cover under this **Master Policy**.

Additional Policy Exclusions applicable to this extension:

We will not cover **you** for the:

- I. payment of any fine or penalty.
- II. for the **Franchise Excess**
- III. where the prosecution results from a deliberate decision, act or omission.

Hunting on Horses and ponies

We agree to extend the Master Policy to cover **you** for **your** liability arising from hunting activities involving a **horse** or pony.

Cover to Landowner and/or owner of sporting rights in connection with your Recognised Activities

We agree to extend the Master Policy to cover in a like manner to **you** any landowner or owner of sporting rights on whose land events or other activities organized by **you** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only. This is in respect of liability arising from any **Recognised Activities** **you** are involved in only.

Provided that such person shall as though they were **You**, be subject to the terms, conditions, limitations and exclusions of this Master Policy.

Escape of Hounds

We agree to extend the **Master Policy** to indemnify **you** in respect of **your** liability arising out of **injury** or loss of, or **damage** to, **property** caused as a result of escape of hounds from kennels operated by **you** in connection with any **Recognised Activities**.

Libel and Slander

We agree to extend the Master Policy to cover **you** against all sums that **you** shall become legally liable to pay in respect of any act of libel or slander **you** committed or uttered in good faith that arises in connection with any **Recognised Activities**.

Limit of Indemnity: GBP 250,000 any one Event and GBP 1,000,000.00 in total during the **period of insurance**

Guests

We agree to extend the Master Policy to cover any guest of **your Group** invited to an event and participating in **Recognised Activities**,

Additional conditions relating to this specific extension:

- a) This extension will only cover up to a maximum of 50% of the guns on any one day.
- b) This extension does not apply if your guest has separate insurance covering liability arising out of the same event.

Compensation for Court Attendance

We agree that, in the event **you** attend Court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to cover under this Master Policy, **we** will compensate **you** £250 for each day **you** are required to attend.

Employer's Liability

We agree to extend the policy to cover **you** against those sums that **you** become liable to pay for any damages (including claimants' costs) in respect of **injury** sustained by any **person employed** by your **Group**.

The **injury** must have arisen out of and in the course of **you** and the **person employed** taking part in **Recognised Activities** within the **territorial limits** during the **period of insurance**.

The most we will pay under this extension for damages, claimants' costs and expenses and **legal costs** shall not exceed £10,000,000. This is the maximum amount payable by **us** in respect of any one claim and/or series of claims arising from the same **occurrence** and unlimited in total in the period of insurance.

This limit is for this specific extension only and does not affect the **Limit of Liability** under this Master Policy. Additional exclusions relating to this specific extension:

- a) This extension does not apply to or include any liability, damages claimants' costs, expenses, legal costs or whatsoever nature directly or indirectly caused by or relating to **employment practices**.

- b) This Section does not apply to or include any liability, damages, claimants' costs, expenses, **Legal Costs** of whatsoever nature directly or indirectly caused by or:

arising outside the United Kingdom and the Channel Islands except as provided for in "What is Covered".

However, no cover shall be provided in respect of any judgment, award, payment or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).

Product Liability

We agree to extend the **Master Policy** to indemnify **you** against all sums that **you** shall become legally liable to pay in respect of:

- (a) accidental **Injury** to any person;
- (b) accidental loss of, or damage to, **Property**;

caused by any **Product** of **yours** during the **Period of Insurance**.

Additional Policy Exclusions applicable to this extension:

We will not cover **you** for any **Injury**, or loss of or damage to **property** or any cost or expense due to:

- a) any **Product** exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates
- b) any **Product** that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device
- c) any **Product** which with **Your** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, drone, satellite, spacecraft, hovercraft or waterborne craft.
- d) Any costs incurred in the repair, reconditioning or replacement of any **Product** or part which is alleged to be defective
- e) any recall of any **Product** or part.

Policy Exclusions

This section has details on the people, **property**, damage and liability that **we** will not cover. These exclusions apply to the Master Policy as a whole and to any Endorsements.

We will not cover **you** for any:

You and Family Members

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

Pollution Contamination

Bodily injury, or loss of or damage to **property** or any cost or expense due to any pollution, contamination of the atmosphere or of any water, land, buildings or other tangible **property**.

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 all loss or damage or **injury** 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, Vessels and Craft

Injury or loss of or damage to **property** or any cost or expense due to to ownership or possession or use under **your** control of:

- a) any mechanically propelled device, vehicle, or attached trailer but **we** will cover **you** in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and **you** are not entitled to cover under any other insurance policy.
- b) any aircraft, drone, unmanned aerial vehicle or other aerial devices, hovercraft or watercraft, vessel or craft designed to travel in or on or through water and/or air and/or space (other than waterborne craft or sailing craft not exceeding four metres in length in United Kingdom or Ireland territorial waters provided always that **you** are not entitled to an indemnity under any other policy.).

Property in Your Care Custody or Control

for loss of or **damage** to **property** belonging to **you** or in **your** care, custody or control, or that of **your** family, household or **person employed**.

Radioactive Contamination

loss, damage, liability due to:

- 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.

Punitive and Exemplary Damages

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

Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

fines, liquidated damages, penalty clauses or performance warranties.

Franchise Excess

the amount of the **franchise excess** stated in the Master Policy.

Employment Practice Liability

Claim due to any claim in relation to:

- a) breach of employment contract;
- b) misleading representation, defamation, or any harassment;
- c) discrimination directly related to employment;
- d) the hiring, supervision, retention; or
- e) the personal development

of any **person employed**.

Asbestos

Injury, or loss of or damage to **property** or any cost or expense 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, whether or not there is another cause of loss which may have contributed at the same time or as a result of a loss.

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.

Cyber

Loss, damage, liability, claim, cost, or expense caused by or resulting from 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

Injury, or loss of or damage to **property** or any cost or expense due to any 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 aerosis.

War

loss, damage, liability 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

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

Known Incidents

claim arising from circumstances known to **you** before the start of **your** coverage under this Master Policy.

Abuse

- a. The actual, alleged, attempted, threatened or proposed sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person; or any other act of a sexual nature or any act undertaken with a sexual motive;
- b. negligent or intentional Employee hiring, investigation, acceptance of volunteer workers, supervision, reporting to the proper authorities or failure to so report, or retention of a person by **you** whose conduct would be excluded by a. above, or may have contributed to the injuries set forth in a. above.

Personal Data Breach

Claim in any way caused by or connected to any Personal Data breach by virtue of (i) material or non-material damage under Article 82 of the General Data Protection Regulation; or (ii) Data Protection Act 2018 Sections 168 and 169; or (iii) any other equivalent local legislation of substantially similar intent.

Equestrian Activities

Injury, or loss of or **damage** to **property** or any cost or expense due to Equestrian or **horse** related activities, including horse racing, point to point racing, steeplechasing or team chasing, showing, dressage, hunter trials, **horse** drawn carriage driving and other forms of **horse** riding (but not including hunting on **horses** or ponies).

Hunting Activities for Non-Irish Group Members

Injury, or loss of or **damage** to **property** or any cost or expense due to Hunting Activities for **Group Members** unless based in Northern Ireland.

Trade or Profession

Injury, or loss of or damage to **property** or any cost or expense due to any profession, occupation or business of **you** or **your** family unless where it is not **your** main source of income and the annual turnover does not exceed £500.

Use of Guns in the USA or Canada

Injury, or loss of or damage to **property** or any cost or expense due to the use of guns (sporting or otherwise) in the United States of America or Canada.

Heat or Naked Flame

Injury, or loss of or damage to **property** or any cost or expense due to the use of any heat or naked flame.

High Risk Fundraising Activities

Injury, or loss of or damage to **property** or any cost or expense due to high risk fundraising activities. These would include but are not limited to bungee jumping or activities involving bungee ropes or cords, fireworks or other forms of pyrotechnics, rock climbing mountaineering or orienteering, obstacle courses, “It’s a Knockout” type competitions, swimming or diving in any body of water including swimming, baths, pools, ponds, lakes, rivers and the sea.

Professional Advice

Injury, or loss of or damage to **property** or any cost or expense due to Professional advice, design, service or specification given for a fee, but not for personal injury or property damage.

Criminal Prosecution Costs

Injury, or loss of or damage to **property** or any cost or expense due to a criminal prosecution

Contractual Liability

liability under any contract. This exclusion does not apply, if liability would have arisen without the contract.

Medical Malpractice

loss, damage or liability due to **Injury** arising directly from Medical Malpractice.

For the purposes of this Exclusion, Medical Malpractice means:

- (a) the failure to administer correct or adequate treatment by; or
 - (b) the failure to give advice by; or
 - (c) any other professional failing of
- any trained medical, dental, or nursing staff, therapists, or other health professionals.

Hazardous Material

Injury, or loss of or damage to **property** or any cost or expense due to any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

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 this 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 this Master Policy.

Fraud

If **you** make a fraudulent claim under this 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**.

Franchise Excess

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

The Firearms Act(s)

Injury, or loss of or damage to **property** or any cost or expense due to firearms will be covered unless **you** have complied with all applicable statutory requirements of the Firearms Act 1968, the Firearms (Amendment) Act 1997, the Firearms Northern Ireland Order 2004, or any subsequent legislation amending, revising, or replacing such acts or any equivalent legislation outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

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 shall apply as excess of, and not as contributory with, such other insurance.

General Conditions

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.

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.

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**;
- (b) to avoid, prevent or minimise any **bodily injury** to others or damage to their **property**;

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 **persons employed** and in the employment of competent staff.

The Firearms Act(s)

Injury, or loss of or damage to **property** or any cost or expense due to firearms will be covered unless **you** have complied with all applicable statutory requirements of the Firearms Act 1968, the Firearms (Amendment) Act 1997, the Firearms Northern Ireland Order 2004, or any subsequent legislation amending, revising, or replacing such acts or any equivalent legislation outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Termination of Membership

Termination of **your** membership of the Countryside Alliance from any cause will similarly terminate cover under this Master Policy from the same date.

Cross Liabilities

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

Cancellation

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

You can cancel this insurance by ending **your** membership with the Countryside Alliance.

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 Howden.

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 (Howden) using the following contact information:

Howden UK Brokers Ltd
Woodlands
Manton Lane
Bedford
MK41 7LW

Telephone: +44 (0)1234 230279
E-mail: insurance@countrysideallianceinsurance.co.uk

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 Liberty Mutual Insurance Europe SE are unable to meet their 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.

Data Protection Notice

We and Howden are the data controllers (as defined by the Data Protection Act 2018 and 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.canopus.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:

- Name, address and contact details
- Financial information
- 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 which aim to provide the equivalent level of data protection to that found in the EU.

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
Canopus Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK
privacy@canopus.com
T + 44 20 7337 3700 (this is a basic rate number)

Sanctions

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.

Law & Jurisdiction

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Master Policy, such dispute shall be dealt with according to the law of England & Wales, and only a Court in England or Wales shall 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.