Lycetts

HUNTING OFFICE COMBINED LIABILITY INSURANCE POLICY
SCHEDULE TO THE POLICY

INSURED NAME (including Subsidiaries)

EAST SUSSEX AND ROMNEY MARSH HUNT

CORRESPONDENCE ADDRESS:

N Ishkova
Little Redpale Barn,
Dallington, Heathfield,
TN21 9NR

POLICY NO: HCL21HUES01 **BINDING AUTHORITY NUMBER** **MPEN210053**

DECLARATION DATED: 28/04/2021

PERIOD: From: 1st May 2021 To: 30th April 2022 (Inclusive)

BUSINESS: All normal activities of the hunt, including hunting, the keeping of horses, hounds, and birds of prey, property owners, the maintenance of kennels, and other buildings, coverts, hedges, fences, gates, bridges and land, collection slaughter and disposal of stock, country open days, clay pigeon shooting, hunt balls and dances, puppies at walk, hounds and dog shows and events, Point to Points (including Point to Point "Young Riders" Pony races) hunter trials, horse trials, team chase events, sponsored rides, steeple chasing, fund raising events and all ancillary activities organised by or on behalf of or in connection with the hunt, or hunt supporters club.

LIMITS OF INDEMNITY:

SECTION A - EMPLOYERS LIABILITY	£10,000,000	any one occurrence, unlimited in the annual aggregate.
Limit of Indemnity restricted to £5,000,000 in respect of Asbestos and Terrorism		
SECTION B - PUBLIC LIABILITY	£10,000,000	any one occurrence, unlimited in the annual aggregate.
SECTION C - PRODUCTS LIABILITY	£10,000,000	any one occurrence, limited in the annual aggregate.

An excess of loss policy underwritten at Lloyd's is held by The Hunting Office on behalf of subscribing member Hunts providing £30,000,000 of Public Liability cover in excess of the above £10,000,000, therefore providing a total indemnity limit of £40,000,000.

Excess Liability cover now excludes Cyber and Communicable Disease inline with attached addendum.

ENDORSEMENT(S) APPLYING:

Claim Notification: **Lycett, Browne-Swinburne and Douglass**
Spendlove Centre, Charlbury, Oxfordshire,
Tel: + 44 (0) 1608 811310

Specific Extensions to Sections B & C

Members' Indemnity	**Included**
Member to Member	**Included**

EXCESSES:

SECTION A	NIL
SECTION B	£500 each & every claim other than
Livestock disturbance, worrying or any other similar form of disruption or nuisance caused to animals not owned by the Insured	£1,000 each & every claim
SECTION C	£500 each & every claim
Livestock disturbance, worrying or any other similar form of disruption or nuisance caused to animals not owned by the Insured	£1,000 each & every claim

MINIMUM AND DEPOSIT PREMIUM:

Section A	£173.94
Section B	£1,743.73
Section C	Premium included in Section B
Excess Layer Premium Contribution	£155.00
Premium	£2,072.67
Insurance Premium Tax @ 12%	£248.72
Administration Fee	£20.00
TOTAL	**£2,341.39**

INSURER: Markel International Insurance Company Limited

BROKER: This policy is effected through Lycetts, Spendlove Centre, Enstone Road, Charlbury, Oxfordshire, OX7 3PQ and this has been issued in accordance with authority granted by Underwriters

In witness whereof this Schedule has been signed at the above address

Lycetts

…………………………………………………………………..
Date 14/05/2021

ADDENDUM TO EXCESS LIABILITY

Data Related Liability Exclusion (other than Bodily Injury or Property Damage)

It is hereby understood and agreed that this Policy excludes all liability arising out of, based upon or attributable to or in any way involving, directly or indirectly;

(a) any access to or disclosure of any person's or organisation's confidential or personal information, including any Personally Identifiable Information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or

(b) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any Computer System or Electronic Data; and

(c) any notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other loss, cost or expense incurred arising out of (a) or (b) above.

However, this Exclusion does not apply to any indemnity under this Policy for Bodily injury or Property Damage arising out of, based upon or attributable to the events (a), (b) or (c) above.

For the purpose of this Endorsement the following Definitions are added to the Policy;

Computer Systems

means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information

Electronic Data

means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment

Personally Identifiable Information

means any information relating to an identified or identifiable natural person

For the avoidance of doubt the following definition applies to this exclusion: Bodily Injury means;

a) physical injury, death, disease, illness; and

b) resultant mental injury, mental anguish or nervous shock

Property Damage means physical damage to, loss of or destruction of tangible property including any loss arising directly therefrom.

Drone and UAV Exclusion

Notwithstanding anything contained herein to the contrary the Insurer shall not provide any cover under this Policy in respect of liability arising from ownership possession control or use by the Insured or on behalf of the Insured of any aircraft or aerial device including without limitation Drone or Unmanned Aerial Vehicle for travel through air or space.

The terms conditions and exclusions of the Policy remain otherwise unchanged.

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

CYBER EXCLUSION (OTHER THAN BODILY INJURY OR PROPERTY DAMAGE)

(for attachment to International Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.

2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or

b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type.

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

2. "Cyber Incident" means:

2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or

2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy No HCL21HUES01

Reference No MPEN210053

1.	Name of policy holder	EAST SUSSEX AND ROMNEY MARSH HUNT
2.	Date of commencement of insurance policy	01-May-21
3.	Date of expiry of Insurance policy	30-Apr-22

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and

2. **(a)** the minimum amount of cover provided by this policy is no less than £5 million **(c).**

Signed on behalf of Markel International Insurance Company Limited as defined in the Policy (Authorised Insurers)

William Stovin President

Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy."

(c) paragraph 2(b) does not apply and is deleted.

THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.
The employer is strongly encouraged to retain all records related to this insurance.

Name and address of issuing intermediary:

Lycetts a trading name of Lycett Browne-Swinburne & Douglas Limited

Spendlove Centre, Charlbury, Oxfordshire, OX7 3PQ