



## 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**                    **PENSW/1822/19/C**

**Reference No**            **MPEN210068**

- |    |   |                           |
|----|---|---------------------------|
| 1. | Name of policy holder.                    | Ross-Shire Riding Club    |
| 2. | Date of commencement of insurance policy. | 3 <sup>rd</sup> June 2021 |
| 3. | Date of expiry of Insurance policy.       | 2 <sup>nd</sup> June 2022 |

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 (Authorised Insurers) Markel International Insurance Company Limited as defined in the Policy (Authorised Insurers)

Jeremy Brazil  
Director or Underwriting

### 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:

Shearwater Insurance Services Limited, Shearwater House, 8 Regent Gate, High Street, Waltham Cross, Hertfordshire, EN8 7AF



Shearwater Insurance Services Limited

8 Regent Gate

High Street

Waltham Cross

Herts. EN8 7AF

Tel: 01992 718 666

E-mail: [enquiries@shearwater-insurance.co.uk](mailto:enquiries@shearwater-insurance.co.uk)

Website: [www.shearwater-insurance.co.uk](http://www.shearwater-insurance.co.uk)

# POLICY SCHEDULE

## COMBINED LIABILITY

- Shearwater Insurance Services Limited
- Insureds Name Ross-Shire Riding Club

## POLICY SCHEDULE

The details of the insurances in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured and excesses but others will apply and be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits your requirements. You should pay particular attention to any terms Conditions limits and Exclusions including Endorsements which may require You to take action.

Identity of Insurers: Markel International Insurance Company Limited as defined in the Policy  
(Authorised Insurers)

### **How to make a claim**

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

To report a claim in respect Employers, Public or Product Liability, please contact:

### **Liability Injury Claims**

Telephone: 0330 1006479

Email: [pen.liabilityclaims@uk.rsagroup.com](mailto:pen.liabilityclaims@uk.rsagroup.com)

### **Liability Third Party Property Damage Claims**

Telephone: 0330 1006459

Email: [liabilityclaims.manchester@uk.rsagroup.com](mailto:liabilityclaims.manchester@uk.rsagroup.com)

**The Schedule shows Your cover details and any applied Endorsements and should be read in conjunction with:**

*Proposal Form*

**Broker:** Shearwater Insurance Services Limited  
**Contract No:** MPEN210068

**Insured:** Ross-Shire Riding Club  
**Correspondence Address:** Sheep Park  
Balblair  
Dingwall  
IV7 8LH

**Policy Number:** PENSW/1822/19/C

**Period of Insurance:**  
**From:** 3<sup>rd</sup> June 2021  
**To:** 2<sup>nd</sup> June 2022

**Renewal Date:** 3<sup>rd</sup> June 2022

**Business:** Riding Club


**Sections** Section Insured

**Employers Liability:** Yes

**Public Liability:** Yes

**Products Liability:** Yes

<b>Premium</b>	£	921.15
<b>Insurance Premium Tax at 12%</b>	£	110.54
<b>TOTAL</b>	£	1,031.69

<b>Authorised on Behalf of Insurers</b>	Fraser Cruickshanks  28 <sup>th</sup> May 2021
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**Issued By:** Shearwater Insurance Services Limited, Shearwater House, 8 Regent Gate, High Street, Waltham Cross, Hertfordshire, EN8 7AF.

Shearwater Insurance act as an agent for Pen Underwriting Ltd in performing its duties as a cover holder. In the event of any enquiry, please contact Shearwater Insurance on 01992 707 316.

## LIABILITY – SECTION ENDORSEMENTS

Subsection	Limit of Indemnity
Employers' Liability	£10,000,000
Public Liability	£2,000,000
Care, Custody and Control	Not Operative
Products Liability	£2,000,000

**Where “Not Operative” is inserted above the Subsection is inoperative and we will not be under any liability therefore**

### Employers Liability – Number of Employees

Number of Full Time	15
Number of Part Time	0
Number of Casual helpers /Work Experience /Volunteers	0

### Public & Products Liability – Covers Included

Number Of Horses	Not Included
Number Of Shows	Not Included
Hire of Facilities	Not Included
Other Animals	Not Included
Cafe / Tack Shop	Not Included

### Minimum & Deposit Premium

Employers' Liability	100% Subsection Premium
Public Liability	100% Subsection Premium
Products Liability	100% Subsection Premium

### Applicable Excess

Public & Products Liability	£500	Third Party Property Damage Excess
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# LIABILITY SECTION

## **Policy Endorsements:**

### **SHE001 – PREMIUM BASIS:**

Your premium was based upon the number of horses, number of employees and the business description that you provided to your broker. At the end of each period of insurance we will send you an annual declaration form that you should complete and return. A premium adjustment may then be made.

### **SHE002 – CANCELLATION BASIS**

This policy is on a Minimum & Deposit premium. There is no right of cancellation on this policy and it is non refundable

### **Clause 1 - Bona Fide Sub-Contractors Clause**

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- public liability coverage with an indemnity limit of not less than the limits provided by this policy
- an indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including, but not limited to, the assumption of any liability or potential liability on behalf of any bone fide sub-contractor, or the waiver of any rights of recourse against any bone fide sub-contractor.

### **Clause 3 - Administration of Drugs exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision and/ or administration of pharmaceuticals or drugs of any nature.

### **Clause 4 - Abuse exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

### **Clause 6 - Bodily treatment exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of the provision of any medical or other bodily treatment, other than first aid treatments.

### **Clause 11 - Damage to item being worked upon exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of loss or damage, including shrinkage or discolouration, to articles on which the Insured is or has been working where the loss or damage results from such work.

### **Clause 12 - Burning of debris exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly resulting from or in consequence of the burning of debris.

### **Clause 14 - Height limit**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A & B directly or indirectly resulting from or in consequence of work undertaken by any person employed at a height above 10 meters from the ground.

### **Clause 15 - Depth limit**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section A & B directly or indirectly resulting from or in consequence of any excavation work carried out at depths exceeding 1 metres.

### **Clause 17- Libel and Slander exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections B & C directly or indirectly resulting from or in consequence of:

Libel, slander or defamation  
Slander of title of goods or other injurious falsehood  
Wrongful misrepresentation

### **Clause 19 - Emergency Services notification clause**

The Insured hereby warrants that precedent to the liability of Insurers, all Police, Fire and Ambulance services are notified prior to the commencement of the insured event, and that all of their recommendations are adhered to.

### **Clause 20 - Rights of recourse warranty applicable for Tack Shop and Cafes**

The Insured hereby warrants that precedent to the liability of Insurers hereon, full rights of recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

### **Clause 22 - Live entertainment & disco exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability directly or indirectly resulting from or in consequence of the provision of discos and/ or live entertainment of any nature.

### **Clause 23 - Claims made warranty (products liability)**

It is noted and agreed that Section C, Products Liability ( item 13) 'Indemnity' is revised as follows:  
The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring, and notified to Insurers, during the Period of Insurance and arising out of or in connection with any Product during the period of insurance.

### **Clause 25 - Dogs Warranty**

It is warranted by the Insured that at all times during which any dog is used in connection with the Business, it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler.

### **Clause 26 - Underground services clause, Applicable to section B**

In respect of loss of or damage to cables, pipes or other services located underground, it is a condition precedent to liability that prior to undertaking any digging, boring or excavation, the Insured has:

-taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage. Reasonable measures include contacting the appropriate authorities if there is any possibility that cables, pipes or services are under the site  
-retained a written record on the measures which were taken to locate such cables, pipes and services

-conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of the Insured

Indemnity under this policy shall be restricted to the actual cost of repair or replacement of such cables, pipes or services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and or fines which are imposed on the Insured by the relevant authorities as a result of any damage.

#### **Clause 27 – Moveable / Non-Permanent Cross Country Jumps**

It is warranted that all moveable/non-permanent cross country jumps are secured in line with current British Eventing regulations. This warranty applies irrespective of whether you hold competitions under British Eventing rules. If the insured is unable to comply with this warranty the policy will exclude all liability arising from use of moveable cross country jumps.

#### **Clause 28 – Care, Custody & Control Liability Extension, Applicable to Section B**

Notwithstanding anything contained in Exclusion 12.5 of Section B to the contrary Section B of this Insurance extends to indemnify the Assured in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to horses or ponies in the care, custody or control of the Assured or any Employee of the Assured. The liability of the Insurers under this extension for all damages payable by the Assured in respect of all claims made against the Assured during the Period of Insurance set forth in the Schedule shall not exceed £100,000.-

Provided that the Insurers shall not be liable for:-

- (a) intentional slaughter except where the Insurers have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Insurers shall have the right to a post mortem examination carried out by a Veterinary Surgeon.
- (b) injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Assured or any employee of the Assured.
- (c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity under Optional Extension 3 for any one horse/pony.
- (d) injury to any mare occurring whilst said mare is:-
  - (i) being covered by a stallion.
  - (ii) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
  - (iii) at stud and injury is directly attributable to the mare being in foal.
- (e) injury, illness or disease directly or indirectly arising out of the administration of any medicant or treatment by the Assured or any Employee of the Assured unless under the direction of a qualified Veterinary Surgeon.
- (f) injury, illness or disease to any horse or pony owned by the Assured or any member of the Assured's family or any Employee of the Assured or any member of the Employee's family.

Subject otherwise to the terms, Exclusions, Conditions and Endorsements of this Insurance.

#### **Clause 29 - USA and Canada Products Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of any products supplied, including products supplied prior to the inception of this insurance which the Insured knows, or could have reasonably been expected to know, would be used within the United States of America of Canada.

#### **Clause 30 - Participant to Participant Exclusion**

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant.

#### **Clause 31 - Travel Insurance Warranty**

It is warranted by the Insured that precedent to the liability of Underwriters hereon, adequate travel insurance is arranged on each occasion when the Insured persons are travelling outside the United Kingdom



### Clause 32 - Deep Fat Fryer Warranty

It is a condition precedent to the liability of underwriters that for any oil and fat frying and cooking ranges and equipment:-

- a) all flues, cooker hoods, grease traps and filters are cleaned not less than once a week and the ducting must be steam cleaned or chemically cleaned along its entire length at intervals not exceeding 6 months.
- b) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use together with fire blanket
- c) thermostatic temperature control or cut-out devices are fitted
- d) oil sumps are emptied weekly
- e) the extractor fan and frying range be serviced annually and a service report be available for inspection by the Insurers
- f) a non-combustible receptacle be used to store waste and batter scraps and removed from the premises at the end of each frying session
- g) for an oil or gas fired range, a flame cut-off must be fitted to the hood and ducting must not have been installed within 150mm of any combustible material