

**Master Policy of Public Liability Insurance**

**Issued to**

**Countryside Alliance**

**To cover**

**Each (Group Member) normally resident in the United Kingdom & The Channel Islands who is a member of the Countryside Alliance during the Period of Insurance.**

## Scheme Administrator

This scheme is administered on behalf of the Members of the Countryside Alliance by Howden UK Group (Howden). If **you** have any queries relating to this **policy** please contact:

Howden UK Corporate  
Woodlands  
Manton Lane  
Bedford  
MK41 7LW

Telephone: +44 (0)1234 230279

E-mail: insurance@countrysideallianceinsurance.co.uk

## Claims Procedure

If any incident occurs which could result in a claim, **you** must immediately contact **us** via Howden who will be able to advise **you**.

Please refer to Policy Condition 1 on Page 13 for full details of the claims procedure and conditions.

## Policy Information

Not forming part of this Insurance **policy**

This **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 any correction is necessary.

This **policy** consists of:

- **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 **us** via Howden 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 Certificate(s) and/or Endorsement(s) which **you** should file with the **policy**. **You** should refer to these Certificates and/or Endorsement(s) and the **policy** to ascertain precise details of cover currently in force.

# Countryside Alliance Group Member Public Liability Insurance

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## Definitions

These definitions are applicable to the whole **policy** wherever these words appear in **bold**.

### Damage

Means direct physical loss, destruction, or damage which is both sudden and accidental to tangible **property**. Damaged will have the equivalent meaning.

### Data

Means facts 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.

### Franchise Excess

Means 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

Means a Countryside Alliance Group or syndicate with seven or more members. All named members of the **Group** are full members of the Countryside Alliance.

### Indemnify

Means **we** will pay **you** for liabilities incurred under the terms of this **policy**. Indemnified shall have the same meaning.

### Injury

Means bodily injury, death, disease, illness, nervous shock or mental injury.

### Legal Costs

Means:

1. costs of legal representation at:
  - 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.

### Recognised Activities

Means 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).

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**.

**Master Policy Holder**

Means Countryside Alliance.

**Occurrence**

Means an event, including continuous or repeated exposure to substantially the same or similar set of conditions, which unexpectedly or unintentionally results in **injury and/or damage to property**.

All **injury or damage to property** consequent upon or attributable to one source or originating cause shall be deemed to be one **occurrence** irrespective of the period of time after the commencement of the **period of insurance** or the number of persons or organisations who sustain **injury and/or damage to property**.

**Period of Insurance**

Means 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 2023 and ends 12 months later.

**Person Employed**

Means:

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;
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**

Means 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.

**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.

**Policy**

Means the contract of insurance between **you** and **us**.

**Premium**

Means the proportion of **your** membership fee used to pay for this **policy**.

<b>Property</b>	Means material property of a Third Party. For the purposes of this policy electronic <b>data</b> is not property.
<b>Product</b>	Means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by <b>you</b> or on <b>your</b> behalf and no longer in <b>your</b> possession or under <b>your</b> control.
<b>Territorial Limits</b>	<p>means</p> <ul style="list-style-type: none"> <li>a) For Members resident in the UK &amp; The Channel Islands, cover is provided whilst carrying out <b>Recognised Activities</b> anywhere in the world but excluding claims arising from the use of guns (sporting or otherwise) in the United States of America or Canada.</li> <li>b) For Members resident outside of the UK &amp; The Channel Islands are only covered whilst participating in <b>Recognised Activities</b> in the UK &amp; The Channel Islands.</li> <li>c) For Policy Extension (9) - Employer's Liability, the <b>Person Employed</b> must be carrying out work in the UK &amp; The Channel Islands only.</li> </ul>
<b>Terrorism</b>	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.
<b>We/Us/Our</b>	<p>Means Liberty Mutual Insurance Europe SE UK Branch trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group.</p> <p>Liberty Mutual Insurance Europe SE UK Branch is a branch of Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. Liberty Mutual Insurance Europe SE UK Branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 829959). Liberty Mutual Insurance Europe SE UK Branch address is 20 Fenchurch Street, London EC3M 3AW. <a href="http://www.libertyspecialtymarkets.com">www.libertyspecialtymarkets.com</a></p>

You/Your/Yours

Means

- (a) any Individual **Group** Member of the Countryside Alliance normally domiciled in the United Kingdom & The Channel Islands, 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;

## Important Information

### Limit of Liability and Franchise Excess

Limit of Liability            £ 10,000,000 per **occurrence**

Franchise Excess            £250 per **occurrence**

Irrespective of:

- a. the number of parties and/or entities entitled to indemnity;
- b. the number of claimants.

The amount **we** are liable to pay under this **policy** including all Extensions and **legal costs** in respect of any one **occurrence** shall not exceed the Limit of Liability stated above, apart from Policy Extension 9 Employer's Liability which has its own specific limit.

## Policy Cover

**We will indemnify you** subject to the terms, exclusions, conditions, Endorsements, and Limit of Liability of this **policy**

1. against legal liability for damages and claimant's costs and expenses in respect of:
  - a. accidental **injury** sustained by any person;
  - b. accidental **damage to property**;

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

### 1. Contingent Liability (Non-owned vehicles).

Apart from anything contained in Policy Exclusion 7 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:

- (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 Great Britain, Northern Ireland, and Ireland.

### 2. Health and Safety at Work Legislation Defence Costs.

We agree to extend the **policy** to **indemnify you** against:-

- (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 the Republic of Ireland, Great Britain and Northern Ireland the circumstances of which may be the subject of cover under this **policy**.

Additional Policy Exclusions applicable to this extension:

We will not **indemnify you**

- (i) for the payment of any fine or penalty.
- (ii) where the prosecution results from a deliberate decision, act or omission.

### 3. Hunting on Horses and ponies

We agree to extend the **policy** to **indemnify you** in respect of **your** liability arising from hunting activities involving a horse or pony.

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

We agree to extend the policy to indemnify any landowner or owner of sporting rights in respect of liability arising from any Recognised Activities you are involved in.

#### 5. Escape of Hounds

We agree to extend the 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.

#### 6. Libel and Slander

We agree to extend the policy to indemnify 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

#### 7. Guests

We agree to extend the policy to indemnify 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.

#### 8. 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 policy, we will compensate you £250 for each day you are required to attend.

#### 9. Employer's Liability

We agree to extend the policy to indemnify 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 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.

## 10. Product Liability

**We** agree to extend the **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 **indemnify you** in respect of any claim:

- (a) arising from any **Product** exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates
- (b) arising from 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

## Policy Exclusions

We shall not be liable to **indemnify you** in respect of any claim:

### 1. Family Members

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

### 2. Pollution Contamination

caused by, arising from or in connection with **pollution** contamination of the atmosphere or of any water, land, buildings or other tangible **property** except to the extent that **you** can demonstrate that such **pollution**;

- (a) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**
- (b) was not the direct result of **your** failure to take reasonable precautions to prevent such pollution

Provided always that all such pollution which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Liability.

### 3. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle or attached trailer by **you** or on **your** behalf 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 or trailer 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.

### 4. Vessels and Craft

arising out of the ownership, possession or use by **you** or on **your** behalf 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 provided always that **you** are not entitled to an indemnity under any other policy.

### 5. Property in Your Care Custody or Control

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

## 6. 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.

## 7. Punitive and Exemplary Damages

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

## 8. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

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

## 9. Franchise Excess

for the amount of the **franchise excess** stated in the **policy**.

## 10. 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 and/or **person employed** howsoever arising.

## 11. 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 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 concurrently or in consequence of a loss.

## 12. Terrorism

for **injury**, loss, **damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **terrorism** (including any threat or hoax of an act of **terrorism** or sabotage). For the purpose of this exclusion, injury shall include mental anguish, or emotional distress.

## 13. Cyber

this **policy** does not cover any loss, **damage**, liability, claim, cost, fee or expense caused by:

- i. the use of, or inability to use;
  - ii. any error or omission relating to the use of; or
  - iii. any hoax or threat relating to the use of;
- any application, process or software.

## 14. 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.

#### 15. 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.

#### 16. Hire or Reward

for **injury** or **damage** directly or indirectly caused by, or contributed to, or arising from the use of a horse for hire or reward including for the provision of instruction or coaching.

#### 17. Known Incidents

for any claim arising from circumstances known to **you** before the start of this **policy**.

#### 18. 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.

#### 19. Personal Data Breach

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from) , 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.

#### 20. Equestrian Activities

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), Equestrian activities, including showing, dressage, team chasing, hunter trials, horse drawn carriage driving and other forms of horse riding (but not including hunting on horses).

#### 21. Hunting Activities for Non-Irish Group Members

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from) , Hunting Activities for **Group** members unless based in Northern Ireland.

#### 22. Trade or Profession

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), the carrying on of any trade business, profession or employment where it is **your** principal source of income.

#### 23. Use of Guns in the USA or Canada

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), the use of guns (sporting or otherwise) in the United States of America or Canada.

#### 24. Heat or Naked Flame

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), the use of any heat or naked flame.

### 25. High Risk Fundraising Activities

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), high risk fundraising activities. These would include 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.

### 26. Professional Advice

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from (including any **injury** arising from), Professional advice, design, service or specification given for a fee, but not for personal injury or property damage.

### 27. Criminal Prosecution Costs

and any costs or expenses directly or indirectly caused by, or contributed to, or arising from a criminal prosecution

## Policy Conditions

The following conditions apply and **you** must comply with these conditions to have the full benefit of this **policy**:

### 1. Claims procedure

**You** shall give **us** notice as soon as reasonably practicable of any **occurrence**, loss or legal proceedings that may give rise to a claim under this **policy**.

**You** shall also give all such additional information as **we** may require and co-operate with **us** or **our** appointed agents during each stage of any claim.

**You** shall not admit liability or make any offer or promise of payment without **our** prior written consent.

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 **us** immediately after they are received.

**We** shall be entitled either before or after any payment is made by **us** under this **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.

**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 **policy**.

**You** shall keep adequate records and shall give such information and assistance as **we** may reasonably require to substantiate a claim or deal with a third party claim.

Claims correspondence notification address:

Howden UK Corporate  
Woodlands  
Manton Lane  
Bedford  
MK41 7LW

### 2 Observance of Terms and Right of Recovery

**You** must observe and comply with all the terms of this **policy**, including anything to be done or complied with, before being able to benefit under this **policy**.

### 3. Franchise Excess

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

### 4. The Firearms Act(s)

No claim directly or indirectly caused by, or contributed to, or arising from (including any injury arising from), arising directly or indirectly from or in connection with 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.

### 5. Non-Contribution Clause

If any claim covered by this **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.



## 6. 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 cover given 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.

## 7. Discharge of Liability

In respect of any claim against **you** to which a Limit of Liability applies, **we** may at any time pay the amount of that Limit after deduction of any sums already paid or incurred or any less amount for which at **our** absolute discretion that claim can be settled. **We** will relinquish control of that claim and be under no further liability in respect thereof except for **legal costs** for which **we** may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of **legal costs**.

## 8. 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.

## 9. Precautions and Reasonable Care

**You** shall 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 **injury to others or damage to their property**;

which might give rise to a claim under this **policy**.

**You** shall 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.

## 10. Fraud

If **you** make a fraudulent claim under this **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 this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** rights under Condition 12. c) above:

1. **we** shall 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 **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
2. **we** need not 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 perpetrated by **you** and not the **Master Policy Holder**.

## 11. Subrogation

**We** may take any action **we** consider necessary to enforce **your** rights and **our** rights under the **policy**. Under this **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 **policy**.

## 12. Termination of Membership

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

## Further Information

### Complaints Procedure

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that **you** are dissatisfied please contact **us** so **we** can do what **we** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **you** feel that **we** have not offered **you** this standard or **you** have any questions about **your** contract or the handling of a claim, then in the first instance **you** should contact **your** insurance broker or intermediary who arranged this insurance for **you** or the branch that issued the Policy.

If **you** are still not satisfied with the service and wish to make a complaint, **you** may do so in writing or verbally using the contact details below:

Compliance Officer  
Liberty Mutual Insurance Europe SE  
20 Fenchurch Street  
London EC3M 3AW  
Tel: +44 (0) 20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your** policy and/or claim number;

or

Compliance Officer  
Liberty Mutual Insurance Europe SE  
5-7 rue Léon Laval  
L-3372 Leudelange  
Grand Duchy of Luxembourg

Tel: +352 28 99 13 00  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

quoting **your** policy and/or claim number.

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Ombudsman Service which is a free and impartial service, who may be contacted at:

Exchange Tower  
Harbour Exchange  
London  
E14 9SR  
Tel: 0800 023 4567 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **you** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,  
7, boulevard Joseph II  
L-1840 Luxembourg  
Tel: (+352) 22 69 11 - 1  
Email: [caa@caa.lu](mailto:caa@caa.lu)  
[www.caa.lu](http://www.caa.lu)

or

Service national du Médiateur de la consommation  
Ancien Hôtel de la Monnaie  
6, rue du Palais de Justice  
L-1841 Luxembourg  
Tel: (+352) 46 13 11  
Email: [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)  
[www.mediateurconsommation.lu](http://www.mediateurconsommation.lu)

or

Médiateur en Assurances  
ACA,  
12, rue Erasme  
L-1468 Luxembourg  
Tel: (+352) 44 21 44 1  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)  
[www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6](http://www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6)

If you were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service - this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/od>

### 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 892 7300.

### Data Protection Notice

How Liberty Specialty Markets uses **your** personal data

Liberty Specialty Markets takes the protection of **your** personal data seriously and is committed to protecting **your** privacy. There are a number of different companies within **our** group. The specific company within Liberty Specialty Markets which acts as the "data controller" of **your** personal data will be the organisation providing **your** policy as set out in the documentation that is provided to **you**. If **you** are unsure **you** can also contact **us** at any time by e-mailing **us** at [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com) or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

In order for **us** to deliver **our** insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, **we** need to collect and process personal data. The type of personal data that **we** collect will depend on **our** relationship with **you**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **our** regulators or fraud prevention agencies. **We** also collect personal data about **our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-cookies](http://www.libertyspecialtymarkets.com/privacy-cookies) for further information on how **your** personal data is used and the rights that **you** have in relation to the personal data **we** hold about **you**. Please contact **us** using the details above if **you** wish to see the privacy notice in hard copy.

### 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 **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.