



**ASPEN RISK MANAGEMENT LIMITED**  
Policy Schedule

**Statement of Facts**

The cover provided by this policy has been granted, inter alia, on the basis that the following stated facts are true and accurate to the best of your knowledge and belief and that of any director or partner of the business.

If any of the facts stated below are incorrect, please advise your insurance broker immediately.

- 1) In respect of the covers granted you have never had any proposal for insurance declined, or cover cancelled or special terms or conditions applied.
- 2) None of the directors or principals, neither personally or in any business capacity, have been:
  - i) bankrupt;
  - ii) a director or partner of a company or partnership which has been the subject of receivership or administration or insolvent liquidation or has been dissolved by reason of insolvency
    - a) either at the time of such receivership, administration, liquidation or dissolution
    - b) within the six months immediately preceding the appointment of a receiver, administrator, liquidator or the dissolution
  - iii) convicted of or charged with (but not yet tried for) a criminal offence;
  - iv) disqualified under the provisions of the Company Directors Disqualification Act 1986 from holding office as a director of a company.

**Please note:**

This Statement of Facts is not a comprehensive statement of matters that would influence the judgement of the Insurer in fixing the premium or deciding whether to offer cover.

If you are aware of a fact that has not been notified or a change in facts previously notified that could be material, you must advise your insurance broker immediately.

Failure to disclose material facts could result in the Insurer voiding the Policy and all claims made under it.



## ASPEN LIABILITY INSURANCE – RENEWAL SCHEDULE

<b>Policy Number:</b>	UKA85CG190PH	<b>Effective Date:</b>	01 January 2019
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**Insured:** Any Member (not resident in the Republic of Ireland) of the Countryside Alliance and Countryside Alliance Ireland whilst participating in a Recognised Activity

**Address:** 1 Spring Mews, Tinworth Street, London SE11 5AN

**Business:** The Recognised Activities of any Membership Society and or Individual Member of the Countryside Alliance or Countryside Alliance Ireland

**Period of Insurance:** As more fully defined in endorsement LB991

**Policy Form** ARM - Aspen Liability Insurance (05/18)

Only the Sections stated below are operative

**Policy Sections**

- 1 – Employers Liability
- 2 – Public Liability
- 3 – Products Liability

**Endorsements Applicable:**

GN003 – Long Term Undertaking  
GN100 – European Union Event Clause

LB991 – Policy Period

**Reason for Issue:** Renewal

**Date of Issue:** 21 December 2018



## APPENDIX APPLICABLE TO SECTIONS 1, 2 & 3

<b>Policy Number:</b>	UKA85CG190PH	<b>Effective Date:</b>	01 January 2019
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### Limits of Indemnity

**Section 1 – Employers Liability:** GBP 10,000,000 (The Company's liability shall not exceed Euros 5,000,000 for Bodily Injury caused by Terrorism)

**Section 2 – Public Liability:** GBP 10,000,000 Any one event

**Section 3 – Products Liability:** GBP 10,000,000 Any one event and in the aggregate for the period of insurance in respect of anyone membership

Where GBP 0 is inserted above that section is inoperative and the Company shall not be under any liability therefore

### Self Insured Retention

**Section 1** Nil

**Section 2 & 3** Nil

**Reason for Issue:** Renewal



## ASPEN LIABILITY INSURANCE – RENEWAL SCHEDULE

<b>Policy Number:</b>	UKA85CG190PH	<b>Effective Date:</b>	01 January 2019
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### Endorsements Applicable

#### GN003 - Long Term Undertaking

Effective Date: 01 January 2019

The Insured undertakes to offer annually for three years from the Effective Date the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance it being understood that

- a) the Insurers shall be under no obligation to accept an offer made in accordance with the said undertaking
- b) the actual premium payable may vary if the Insured change any of the Sums Insured estimates or Limits of Indemnity used as the basis for calculating the premium
- c) this undertaking shall not apply to any Terrorism Section of this policy
- d) this undertaking shall not apply to the rate of Insurance Premium Tax or any equivalent tax

This undertaking applies to any policy(s) which may be issued by the Insurer in substitution for this policy subject to the cover being provided being equivalent to or more extensive than that provided under the previous policy(s).

#### GN100 – European Union Event Clause

If, as a result of the United Kingdom's withdrawal from the European Union, the Insurer or its successor insurer, whether under the terms of a Part VII Financial Services and Markets Act 2000 transfer or otherwise, are no longer permitted by any applicable law or regulation to perform any part of this policy and the Insurer is unable to amend the policy to comply with such law or regulation, then that element of the contract which the Insurer cannot perform is terminated with effect from the date on which performance becomes impossible.

The Insurer will give no less than 30 days' notice to the Insured of the impossibility of performance and the consequent termination.

In the event of termination of all or part of the policy in these circumstances, the Insurer will return any paid but unearned premium pro rata to the unexpired portion of the contract within one calendar month of such termination. If any claim has been notified or paid at the time of such termination the premium paid will be fully earned and no return of premium will be made.

In the event of conflict between the terms of this clause and any other term or condition of the policy, this clause will prevail.

All other terms and conditions of this policy remain in full force and effect.



#### **LB991 – Policy Period**

The policy shall apply to Any Member (not resident in the Republic of Ireland) of the Countryside Alliance and Countryside Alliance Ireland whilst participating in a Recognised Activity whose membership starts or renews on or after 1st January 2019 always for a period not exceeding 365 days other than in respect of a new membership which starts on or after the 15th of a month where the maximum days applicable shall be 382

For the purpose of this Policy, Policy Renewal Date shall mean the annual date on which the policy Terms and Conditions will be reviewed and amended. In respect of any existing member of the Countryside Alliance any amendments to the Policy terms and conditions will only take effect as from the date which the members existing membership of the Countryside Alliance and Countryside Alliance Ireland is next renewed on or after the Policy Renewal Date

Subject to all other terms Conditions and Exceptions of this Policy



## MEMORANDUM ATTACHED TO AND FORMING PART OF THE POLICY NUMBER UKA858E190PH

<b>Policy Number:</b>	UKA85CG190PH	<b>Effective Date:</b>	01 January 2019
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Notwithstanding anything contrary to the terms and conditions of the policy the following changes have been made:

1. Recognised Activities and Foreign Member are added to General Policy Definitions:

17. **Recognised Activity** shall mean taking part legally, including officiating, assisting and spectating, in:

- a) riding, horse drawn carriage driving, hunter trials
- b) exercising hounds, lurcher work, whippet racing, terrier work, dog shows, hound trailing;
- c) hunting, team chasing;
- d) coursing;
- e) hunt following;
- f) shooting including sporting shooting, clay pigeon shooting, rifle shooting, target shooting;
- g) angling including sea, coarse and game angling;
- h) deer stalking, falconry, ferreting;
- i) vermin control;
- j) voluntary unpaid duties at shows and events;
- k) field trials;
- l) conservation work;
- m) archery;
- n) including ancillary activities in connection with any Recognised Activity as shown above including but not limited to the construction, preparation, completion and taking down of equipment and amenities used in connection with the Recognised Activity.

Provided that **Recognised Activity** shall not include:

- a) competitive riding events other than team chasing, hunter trials, showing, dressage;
- b) pony club and gymkhana activities undertaken by anyone aged 19 or older;
- c) hunting unless such group member is domiciled in Northern Ireland or Republic of Ireland;
- d) carrying on of any trade, business or profession where that is the principal source of income;
- e) fundraising activities including but not limited to bungee jumping or activities involving bungee ropes or cords, fireworks or other form of pyrotechnics, rock climbing, mountaineering or orienteering, obstacle courses, "It's a Knock Out" type of competitions, swimming or diving in any body of water including but not restricted to swimming baths, pools, ponds, lakes, rivers, and the sea (undertaken by any member).
- f) Use of guns in the United States of America and/or Canada or their respective possessions or protectorates

18. **Foreign Member** shall mean a person who is not ordinarily resident in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands, or the Isle of Man.



2. The following extensions are added to Extensions Applicable to section 2 only:

**4. Guests**

At the request of the Insured, the indemnity provided under this Section shall extend to include any guest invited by a group member of Countryside Alliance or Countryside Alliance Ireland to an event and participating in a recognised Activity provided the guest does not have separate insurance covering liability arising out of the same event.

**5. Escape of Hounds**

The indemnity provided under this Section shall extend to include liability arising out of Bodily Injury or loss of, or damage to, Property caused as a result of escape of hounds from kennels operated by the Insured in connection with the Business.

3. The following extension is added to Extensions Applicable to section 2 & 3 only:

**1. Geographical Limits Extension**

In respect of Sections 2 Public Liability and Section 3 Products liability only the Geographical Limits are extended to include temporary visits to the United States of America or Canada or their respective possessions and protectorates by any Insured Normally resident in Great Britain, Northern Ireland the Isle of Man or the Channel Islands

However;

This Extension shall not apply to any liability arising out of the use of Firearms or Guns as defined in General Policy Exception 13

4. The following exceptions are added to General Policy Exceptions - Exceptions Applicable to sections 2 and 3 only:

**11. Foreign Members**

arising from a Recognised Activity outside Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands, or the Isle of Man by any Foreign Member or their Guests

**12. USA/Canada Domiciled Operations**

arising out of any operations or activities of the Insured which are domiciled in the United States of America and/or Canada and/or their respective possessions or protectorates

**13. Firearms and Guns**

arising directly or indirectly from or in connection with firearms unless the Insured has 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.

Provided always that the Insurer shall not indemnify the Insured against liability arising out of or in connection with the use of guns, sporting or otherwise, in the United States of America and/or Canada and/or their respective possessions or protectorates



#### **14. Excluded Activities**

arising directly or indirectly from or in connection with

- a) competitive riding events other than team chasing, hunter trials, showing, dressage;
- b) pony club and gymkhana activities undertaken by anyone aged 19 or older;
- c) hunting unless such group member is domiciled in Northern Ireland or Republic of Ireland;
- d) carrying on of any trade, business or profession where that is the principal source of income;
- e) fundraising activities including by not limited to bungee jumping or activities involving bungee ropes or cords, fireworks or other form of pyrotechnics, rock climbing, mountaineering or orienteering, obstacle courses, "It's a Knock Out" type of competitions, swimming or diving in any body of water including but not restricted to swimming baths, pools, ponds, lakes, rivers, and the sea (undertaken by any member).

5. The following General Policy Extensions have been added to the Policy:

#### **11. Libel and Slander**

The Insurer hereby agrees to indemnify the Insured against all sums that the Insured shall become legally liable to pay in respect of any act of libel or slander committed or uttered in good faith by the Insured that arises in Connection with the Business from an Event.

Limit of Indemnity: GBP 250,000 any one Event and GBP 1,000,000.00 in the aggregate for the Period of Insurance

#### **12. Member to Member**

The Insurer hereby agrees to indemnify the Insured for liability arising out of Bodily Injury or loss of, or damage to, Property caused by any member of the Insured as shown in The Schedule to any other member, as though a separate policy had been issued to each of them.

Provided that:

- a) such member is not entitled to an indemnity under any other insurance policy;
- b) nothing in this Extension shall increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity shown in The Appendix, in respect of each Section of the Policy, during the Period of Insurance

#### **13. Indemnity to Landowners**

The Insurer hereby agrees to extend the Policy to indemnify any landowner or owner of sporting rights in respect of Liability arising from any Recognised Activity of the Insured.

#### **14. Fundraising Activities**

The Insurer hereby agrees to indemnify in respect of liability arising from fundraising activities.

Provided that:

- a) the Insured is not entitled to an indemnity under any other insurance policy
- b) these activities are not otherwise excluded under this Policy.