

Option: Public Liability Equine Insurance

The coverage of these risks is governed by the General Conditions, in so far as they do not contradict these Clauses, and by the Particular Conditions.

If the insured has taken out one of these items of cover, it is specified in the Particular Conditions.

This coverage only applies for the activities declared in the Particular Conditions.

A – Public Liability Insurance In respect of Equitation Action

This insurance covers the insured against the financial consequences of the public liability he may incur due to:

- bodily injury,
- material damage,
- consequential damage resulting from covered bodily injury and/or material damage, sustained by other people and attributable to an equitation action involving the insured horse.

The following are examples of an equitation action:

- preparing the horse (tacking up, untacking, care),
- occasional and not-for-profit use of a horse-drawn vehicle used for rides (cart, carriage),
- the journeys required to go to and come back from all places where the equitation action is carried out, provided the journey has not been interrupted for a personal reason external to this action.

B – Owner's Public Liability Insurance

This insurance covers the insured against the financial consequences of the public liability he may incur as owner or keeper of the insured horse due to:

- bodily injury,
- material damage,
- consecutive damage resulting from covered bodily injury and/or material damaged, sustained by other people and attributable to an equitation action that may be covered by the Insurance A) above detailed.

The cover extends to:

- the public liability that the policy holder may incur due to the actions of the foals of a mare up to the age of one year;
- the public liability that the policy holder may incur due to the occasional, temporary and non-remunerated keeping of a horse not belonging to him.

C – Provisions in Common with the Public Liability Equine Insurances

a) Cover for recourse to the Social Security and the insured's employees

By derogation from the provisions of the below paragraph b) points 2 and 4, this insurance covers:

- 1) recourse that may be exercised against the insured:
 - by the Social Security due to bodily injury caused to the spouse, ascendants and descendants of the insured, if their registration with the Social Security does not result from their kinship to him;
 - by the employees of the insured due to damage caused to them in the case of intentional fault of another employee of the insured;
- 2) in the case of an accident at work or occupational disease affecting an employee of the insured and resulting from the inexcusable fault of the insured or a person substituting him as manager:
 - payment of the additional premiums referred to in Article L 452-2 of the Social Security Code;
 - payment of the additional compensation which the victim is entitled to claim pursuant to Article L 452-3 of the Social Security Code;

b) Definitions

For the application of the provisions of this contract, the meanings of the terms shall be as follows:

- 1) Accident:
 - any sudden event external to the injured person or to the damaged property constituting the cause of bodily injury or material or consequential damages.
- 2) Insured:
 - the policy holder,
 - the owner of the insured horse,
 - any person who is in control of or looks after the insured horse, provided that:
 - . he has not taken it fraudulently,
 - . the horse is not on loan.
- 3) Insurer:
 - Markel Insurance SE
 - Sophienstrasse 26
 - 80333 Munchen
 - Germany

Markel Insurance SE is registered at the above address. Registered in Germany number HRB 233618. Authorized and regulated by the Federal Financial Supervisory Authority (BaFin) with the registration number 5211.

This includes branches of Markel Insurance SE in the UK, Ireland, Netherlands and Spain.

- 4) Insured horse:
 - The horse designated as such in the Particular Conditions.
- 5) Bodily injury:
 - Any bodily injury sustained by a human being.
- 6) Material damage:
 - Any damage or destruction of an object or substance, any bodily injury sustained by an animal.
- 7) Consequential damage:
 - Any financial loss resulting either from deprivation of enjoyment of a right, or from the interruption of a service provided by a person or by a fixed or movable asset, or loss of profit.
- 8) Excess:
 - Portion of the loss which always remains payable by the insured.

c) Geographical area

Coverage is applicable in mainland France and in the Member Countries of the European Union only.

d) Calculation of the premium

The premium is a fixed sum, the amount of which is stated in the Particular Conditions;

D -Excluded risks

In addition to the exclusions listed in the General Conditions, the following are not covered:

- 1) damage sustained by the insured if he is responsible for the loss;
- 2) material damage sustained by the spouse, ascendants and descendants of the insured if he is responsible for the loss;
- 3) damage sustained by:
 - buildings, objects and animals belonging to the insured
 - animals entrusted to the insured,
 - buildings and objects which the insured is using or keeping for more than 45 days;
- 4) the consequences of bodily injury sustained by the employees of the insured when this injury is covered by a scheme for accident at work compensation, subject to the provisions of Section C) paragraph a);
- 5) material damage caused to other people resulting from fire, explosion or electrical phenomena or caused by water, when the loss originated in buildings or fixed installations owned by the insured, or which he is using or keeping for more than 45 days;
- 6) damage attributable to the exercise of a profession by the insured;
- 7) damage for which the insured is responsible under contractual obligations which exceed legal obligations;
- 8) damage caused by a hunting weapon, and for which the insured could be made responsible as a hunt organiser or owner;
- 9) damage sustained by the horses named in the Particular Conditions;
- 10) damage caused by the insured's participation in attacks, riots, popular uprisings, acts of terrorism or sabotage, or violent civil unrest;
- 11) damage resulting from the participation of the insured horse in competitions and official training;
- 12) damage whose cause implicates any land motor vehicles, by reason of the risks envisaged by the compulsory insurance, and also their trailers or semi-trailers, which the insured or any person for whom he is civilly liable owns, controls, keeps or uses.
- 13) damage caused by foreign war; the insured must prove that the loss results from a fact other than foreign war;
- 14) damage caused by civil war; the insurer must prove that the loss results from this fact;

15) damage resulting from acts of terrorism or attacks (this damage may nevertheless be covered pursuant to Article L 126-2 of the Insurance Code by a "Fire and related risks" insurance);

16) damage caused intentionally by the insured or with the latter's complicity, or by the corporate officers of the insured if the latter is an entity, subject to the provisions of Article L 121-2 of the Insurance Code;

17) losses resulting from the participation by the insured in a brawl (except in the case of legitimate defence), an intentional offence or a crime;

18) This **policy** does not cover loss, damage, liability or expense caused by or contributed to by or arising from:

- (a) the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident; and/or
- (b) a computer virus or computer related hoax.

19) This policy does not cover any claim in any way caused by or resulting from:

- (a) Coronavirus disease (COVID-19);
- (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- (c) any mutation or variation of SARS-CoV-2;
- (d) any fear or threat of a), b) or c) above.

E – Sum insured

The insured sum per loss and the excesses if applicable are established in the Particular Conditions **and annexed below**.

Sum Insured and Excesses:

COVER	SUM INSURED	EXCESS
A. Owner's public liability (excluding equitation action)		
- bodily injury and consecutive consequential damage	5,000,000 EUR (1) (2)	None
- material damage and consecutive consequential damage	5,000,000 EUR (2)	300 EUR
B. Public liability in respect of equitation action		
- bodily injury and consecutive consequential damage	5,000,000 EUR (1) (2)	None
- material damage and consecutive consequential damage	5,000,000 EUR (2)	300 EUR

(1) Subject to the following provisions relating to exceptional damages.

(2) This amount is not indexed.

The insured sum is limited to **five million euros** per loss (amount not subject to automatic adjustment), whatever the number of victims, for bodily injury, material damage and consequential damage, resulting from:

- the action of fire, water, gas and electricity in all their manifestations,
- explosion,
- collapse of structures or constructions (including permanent or temporary footbridges and stands),

- collapse, landslip and subsidence and avalanches,
- food poisoning,
- crushing or choke caused by manifestations of fear or panic, whatever the cause,

and for all damages arising on or in means of transport by sea, river, lake, air or rail or caused by water (**excluding funicular or rack railways, aerial tramways or other devices for mechanical ascent, referred to in Book II, Section II of the Insurance Code**).

In the event of a loss involving at the same time bodily injury, material damage and consequential damage as referred to in the above paragraphs, the insurer's commitments may not exceed **five million euros** per loss for all the bodily injury and material damage and the consecutive consequential damage. It is specified that the cover for material damage and consequential damage alone may never exceed the sum established in the Particular Conditions.

In the case of coinsurance, this insured sum of **five million euros** is adjusted to a sum proportional to the share of the commitments for which the insurer is responsible.

These provisions do not imply for the damages listed above:

- any cover if this is not specified in the contract,
- any increase in insured sum if the total insured sum specified in the contract is less than five million euros.

F - Losses

If the loss is reported by telephone, the conversation between the policy holder and the insurer's telephone representatives may be recorded on an ad hoc basis, under its programme for training or improving the quality of its service whilst respecting the rights of the insured to his private life.

a) Obligations of the insured in the event of a loss

1) Declaration

On pain of forfeiture, as soon as the insured becomes aware of a loss and **within five working days at the latest**, except in the case of a chance event or force majeure, the insured must report the loss preferably by registered letter or verbally against a receipt to the registered office of the insurer or to its representative named in the Particular Conditions. This forfeiture may only be applied against the insured if the insurer establishes that the delay in the declaration has caused it a prejudice.

Subject to the same penalties, the deadline for declaring a loss, if it involves a theft, is reduced to **two working days**.

The insured must declare to the insurer, as soon as possible, the date and circumstances of the loss, its known or presumed causes, the nature and approximate amount of the damage, and the cover taken out with other insurers for the same risks.

In the case of damages or losses caused by an act of vandalism, attack or act of terrorism, the insured undertakes to report them to the competent authorities within a period of **forty-eight hours** of becoming aware of them.

2) Liability Insurance

The insured must forward to the insurer, on receipt, all notices, letters, summons, writs, extra-judicial documents and procedural documents that may be sent, handed over or served to him or to his employees concerning a loss that may be covered by the insurer.

3) Property Damage insurance

The insured must:

- immediately take all the necessary measures to limit the extent of the loss and protect the insured property;
- give to the insurer, within a period of thirty days, a statement of the losses, i.e. a detailed estimate, certified as true and signed by him, of the insured, damaged, destroyed and saved property;
- give the insurer, at the latter's simple request and as soon as possible, all the documents required for the expert appraisal;
- inform the insurer of the place where the damage may be verified, and must not carry out repairs or have repairs carried out before verification by the insurer;

- in the case of theft, immediately inform the local police or gendarmes, press charges at the Public Prosecutor's Office, give the insurer at the latter's request all powers or powers of attorney enabling it to initiate the proceedings it considers necessary; obtain the insurer's prior written consent before renouncing all civil or criminal action, reach settlement with regard to the amount of the sums to be collected as compensation for the losses, take any leniency decision affecting the wrongdoer; immediately carry out the opposition formalities envisaged by the law for certificates and, in general, for all reinstatable valuables; assist the police and the insurer in the search for the guilty party, recover the stolen or misappropriated property, allow all checks by the insurer's delegate(s), facilitate the insurer's enquiry and give the insurer all the necessary information to support its loss report within a maximum of three months following the determination of the loss; take all measures for the defence of the interests and recourse of the insurer to help recover the insured property, with the insurer reimbursing the expenses he usefully incurs for this purpose;
- in the case of a loss during transport, have the damage with regard to the transporter or third parties ascertained by all legal means.

4) Penalties

The insured will forfeit all rights to compensation if he knowingly makes false declarations:

- either on the nature, causes, circumstances or consequences of the loss,
- or on the existence of other insurances that might cover the loss.

In all other cases where the insured does not fulfil his obligations, except in the case of a chance event or force majeure, if the insurer proves that this non-fulfilment caused it prejudice, it may claim from the insured compensation in proportion to the prejudice sustained as a result of the insured's default.

b) Assessment of damage to property

The damage sustained by the insured's property is assessed by mutual agreement. If agreement is not reached, the damage is assessed by a loss adjuster without prejudice to the parties' respective rights.

Each party may choose an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts work together and on a majority of votes.

If one of the parties fails to appoint an expert, or if the two experts fail to agree on the choice of the third, the appointment is made by the President of the High Court with jurisdiction over the location of the loss or the address of the insured. This appointment is made at the simple request of the most diligent party, made at the earliest fifteen days after sending the other party a formal notice by registered letter with acknowledgement of receipt.

In the case of Insurance on Behalf, the loss adjuster carries out his appraisal with the policy holder.

Each party pays the costs and fees of its expert; the fees of the third expert and the costs of his appointment, if applicable, will be shared in equal halves by the parties.

If the loss adjuster's appraisal is not completed within three months of the supply of the final loss statement, the insured is entitled to charge interest from the time of a formal notice; if the appraisal is not completed within six months, each party may take legal action.

For risks situated in the departments of Haut-Rhin, Bas-Rhin and Moselle, the above provisions diverge from those contained in Article L 191-7 of the Insurance Code.

If the insured makes good the loss itself, the relevant amount is assessed in accordance with the provisions of Article L 121-1 of the Insurance Code.

c) Application of an excess

When the contract specifies an excess, the insured will pay:

- 1) any loss whose amount does not exceed the amount of the excess,
- 2) the amount of the excess out of the total loss amount, when the latter exceeds the excess.

d) Payment of compensation

The compensation is paid within thirty days counted from the date of the parties' agreement or a court decision which has become enforceable. In the event of objection to payment, this deadline only runs from the date when the objection is removed.

For risks situated in the departments of Haut-Rhin, Bas-Rhin and Moselle, the above provisions diverge from those contained in Article L 191-7 of the Insurance Code.

e) Subrogation

The insurer is subrogated, up to the amount of the compensation it pays, to the rights and actions of the insured against any person liable for the loss.

The insurer may waive the exercise of recourse, but if the person responsible is insured, the insurer may, despite this waiver, exercise recourse against the insurer of the person responsible, within the limit of this insurance.

If the subrogation can no longer take effect in favour of the insurer due to the action of the insured, the insurer is discharged of its cover obligation towards the insured, within the limit of the effects of the subrogation.

The provisions of this article do not apply to insurances of persons.

However, in contracts providing compensation for losses resulting from an attack on a person, the insurer is subrogated to the rights of the contracting party or of the eligible persons against the liable third party for reimbursement of the compensation (not based on a capital sum) specified in the contract.

f) Special provisions concerning liability cover

1) Procedure - Settlements

In the case of a lawsuit citing a liability covered by this contract, and within the limits of its cover:

- i) before civil or administrative jurisdictions, the insurer defends the insured, acts in the defence of the case and may freely exercise the channels of recourse;
- ii) before criminal jurisdictions, if the victim(s) has/have not been compensated, the insurer is entitled to act in the defence of the case or be joined in the action and, on behalf of the civilly liable insured, exercise the channels of recourse. In this case, as regards public action, the insured may choose a lawyer at his discretion.

However, if the insured has been summoned as the accused, the insurer may only exercise the channels of recourse with the latter's agreement, with the exception of taking the case to the appeal court when it is limited to civil interests.

No acknowledgement of liability or settlement reached without the insurer will be binding on the latter.

However, the admission of a material fact, or the sole fact of giving the victim urgent assistance, if it is an act of assistance that any person would have the moral duty to provide, will not be considered as acknowledgement of liability.

Only the insurer is entitled to reach a settlement with the injured party, within the limit of its cover

2) Legal costs

Except in the case of a legal action before a jurisdiction in the United States of America or Canada and/or as regards insurance for "Civil liability after delivery or performance of a service", legal costs, discharge fees and other settlement costs are not deducted from the insured sum. However, in the case of an order to pay a sum exceeding the insured sum, these costs will be paid by the insurer and the insured in proportion to the respective shares specified in the order.

The sums allocated pursuant to Article 700 of the New Code of Civil Procedure will be paid to the insurer which has paid the fees and costs of the insured's defence.

Costs and fees due in a criminal case, fines and duties are never payable by the insurer.

3) Establishment of an allowance

When the compensation allocated to a victim or his eligible persons consists of an allowance, the following provisions will be applicable:

- if a purchase of securities is ordered to ensure payment, the insurer establishes this cover;
- if no special cover is ordered by a court decision, the value of the allowance as a capital sum is calculated in accordance with the rules applicable for the calculation of the mathematical reserve of this allowance;
- the insurer may demand the reimbursement of sums it has paid or set aside on behalf of the insured, in so far as they exceed the insured sum.

4) Non-opposability of claims on grounds of loss of cover

Loss of cover due to a default in the insured's obligations committed after the loss cannot be raised in argument against the victims or their persons entitled.

However, in this case the insurer may file against the insured an action for reimbursement of all the sums it may have paid or set aside for it.