



UK Insurance Solutions Ltd.

Riding Instructors Insurance

This Riding Instructors Insurance Policy is underwritten by Building Block Insurance PCC Limited ('BBI') and administered by its authorised representative UK Insurance Solutions Limited trading as Equine Insurance Solutions.

Building Block Insurance PCC Limited is a protected cell company authorised by the Malta Financial Services Authority to carry on general insurance business and the non-cellular assets of BBI may be used to meet losses incurred by any of its cells in excess of their cellular assets. No recourse may be made by You however in connection with any losses relating to this Policy against the cellular assets of any protected cell of BBI.

Building Block Insurance PCC Limited, is a registered company, with registration number C 63128.

Contents

Introduction..... 3

General Policy Definitions 4

Operative Clause 6

General Policy Conditions..... 6

General Policy Exclusions 7

General Claims Conditions 9

Data Protection..... 9

Making a Claim 10

Complaints..... 10

Financial Services Compensation Scheme..... 11

Third Party Liability cover 12

Introduction

This **Policy** document and the **Schedule** should be read together as one document.

It is important **You** read them carefully to make sure they meet **Your** needs. Please also check **Your Schedule** carefully to make sure the information **You** have given **Us** is correct.

You must tell **Us** if this information is wrong, or if it changes. **You** have responsibility to take reasonable care not to make a misrepresentation, should **You** be careless in answering the questions required to obtain a quotation and subsequently take out cover, or deliberately make a misrepresentation then it may be that this affects **Our** decision to pay a claim.

If any of the information **We** have recorded is incorrect, or if **You** have any questions about this **Insurance Policy**, please contact Equine Insurance Solutions - who administer this **Policy** on **Our** behalf - on 01422 347 220. Provided your **Premium** is paid, and **You** adhere to the conditions of **Your Policy**, **We** will pay the agreed benefit in the event of a successful claim.

Thank you for choosing Building Block Insurance PCC Limited. Please keep these documents together in a safe place.

Paul M Brierley

A handwritten signature in black ink, appearing to read 'Paul M Brierley', with a horizontal line underneath.

Chief Executive

General Policy Definitions

Please see below some definitions of words and terms which are used in **Your Policy** wording.

If **We** explain what a word means, that word has the same meaning wherever it appears in **Your Policy** or **Schedule**. These words are highlighted in bold throughout **Your Policy**.

Accident	Accidental, external and visible injury occurring at a single identifiable time and place. Where this applies to the Horse it must involve a skin wound or fracture, kicks, cuts or puncture wounds
Administrator	UK Insurance Solutions Limited trading as Equine Insurance Solutions - authorised and regulated by the Financial Conduct Authority - having firm reference no. 300479 and acting as the Administrator of Your Policy .
Asbestos	Asbestos, asbestos fibres and any derivative of asbestos.
Bodily Injury	Injury, disease or death caused by the Horse .
Business	Duties and services You carry out or provide, which for the purpose of this Policy are limited wholly to: Equestrian riding instruction; Organising and participating in equestrian riding clinics and seminars for groups of students, teaching, demonstrations, discussions and lectures both indoors and outdoors including but not limited to course designing and building, stable management and conducting training programmes for students; Clipping, trimming and grooming of any Horse ; Acting as a judge or official at an equestrian event; Giving advice to persons of lesser equestrian experience on the suitability of a Horse for its intended purpose; The provision of First Aid in connection with equestrian related accidents.
Claim Handler	Equine First Limited, with registered office at Faversham House, Wirral Business Park, Old Hall Road, Wirral CH62 3NX and having company registration number 07662343.
Class of Use	<u>Class A</u> Breeding, Combined Training, Dressage – up to and including Elementary level, Driving – Private, Gymkhanas, Hacking, Heavy Horses, Horses at Grass, Jump Cross, Le Trec, Long Distance up to 25 miles, Hunter Trials, BE Intro Eventing, BE Pre Novice Eventing, Retired Horses, Riding and Pony Club, Schooling, Showing, Show jumping, UK Chasers, Western Pleasure, Young Stock. <u>Class B</u> Class A activities plus: Dressage – Medium level and above, Driving – Competition, BE Novice and Intermediate Eventing, Hunting, Long Distance over 25 miles. <u>Class C</u> Class A & B activities plus: Eventing – BE Advanced Level, Horseball, Polo, Polo crose, Team Chasing. <u>Note</u> Loss of Use not available for Class C.
Condition	The presence or manifestation of an illness or disease, including lameness, which causes the Horse to be unhealthy, excluding any Accident as defined by the Policy .
Damage	Accidental or unintended and unexpected physical loss or destruction including also malicious damage.
Endorsement	Any variation to the standard conditions contained within Your Schedule issued by the Insurer in writing.
Excess	The amount(s) shown on the Schedule , which You must bear as the first part of each and every claim.
Family	Any of Your relatives, spouse, partner, children including those fostered or adopted all of whom normally live in Your home.
Horse	Any horse or pony not owned by You or not on Permanent Loan to You .

Initial Policy Period	The period from when the Policy commenced, prior to any renewal taking place.
Insurer	Building Block Insurance PCC Limited ('BBI') with registered office at 1 Princess Elizabeth Street, Ta' Xbiex XBX 1102, Malta. BBI is licensed and regulated by the Malta Financial Services Authority and is an authorised EEA insurer. You can check Our details by referring to the Financial Conduct Authority's Financial Services Register. Our reference number is 616033.
Period of Insurance	The time from the effective date until the expiry date shown on the Schedule and any subsequent period for which We accept Premium payment for renewal of this Policy .
Permanent Loan	Any agreement where the Horse does not belong to You but where You have taken full responsibility for the Horse's welfare.
Policy	This document and the Schedule, Statement of Facts including any Endorsement .
Pollution	The pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
Premium	The amount shown as such on the Schedule .
Saddlery and Tack	Saddles, Stirrups, Leathers, Stirrup Irons, Girths, Bridles, Bits, Harnesses or Boots worn by the Horse .
Schedule	The Schedule forming part of the Policy and which contains details of You , the Sum Insured , the Period of Insurance , the Premium and the sections of this Policy which apply.
Statement of Facts	The information You provided to Us in the Proposal Form and which has been used by Us to assess Your application for cover and accept Your Policy .
Territorial Limits	The United Kingdom.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological or similar purposes; and 2. is intended to influence any government or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a) involves violence against one or more Persons; or b) involves damage to property; or c) endangers life other than that of the person committing the action; or d) creates a risk to health or safety of the public or a section of the public; or e) is designed to interfere with or to disrupt an electronic system.
Third Party	A person other than You, Your Family , or a person associated with You .
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), government action, civil war, civil commotion assuming the proportions of or amounting to popular rising, rebellion, revolution, insurrection, martial law, military or usurped power.
We/Us/Our	Building Block Insurance PCC Limited acting as Insurer, UK Insurance Solutions Ltd acting as Administrator, or Equine First acting as Claims Handler.
You/Your	The policyholder as shown on the Schedule .

Operative Clause

Your Policy is a contract between **Us** and **You** and is based on the complete, true and correct information **You** have provided to **Us**.

In return for **You** having paid or agreed to pay the **Premium**, **We** will indemnify **You** against **Your** legal liability to pay damages, including claimant costs recoverable from **You** as a result of any **Accident, Bodily Injury** or **Damage** suffered by a **Third Party**, subject to the terms, conditions and exclusions contained in or added by **Endorsement** to the **Policy**.

The **Schedule** attached to this document, the **Statement of Facts** and any **Endorsements** are all part of the **Policy** which is to be read as one contract document and any word or expression used with a specific meaning in any of them shall have the same meaning wherever it appears.

The **Policy** is and remains valid and **We** will pay a claim only if **You** have paid the **Premium** shown on the **Schedule**.

General Policy Conditions

The following conditions apply to the whole of this **Policy**. Any other conditions are shown in the section to which they apply.

- Arbitration** Any dispute arising out of or relating to this **Policy**, including its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
- Acting as Uninsured** **You** must take reasonable steps to prevent any **Accident, Bodily Injury** or **Damage** and **You** must keep the **Saddlery and Tack** in good condition and/or repair, make good or remedy any defect or danger and comply with all statutory and other obligations and regulations imposed by any authority.
- Cancellation** **You** can cancel this **Policy** within 14 days from: (1) the day of the conclusion of the contract; or (2) the day on which **You** receive the contractual terms and conditions, if later than the date referred to under (1). Provided no claim has been made, **You** will receive a full refund of the **Premium** paid.
- After 14 days **You** may cancel the **Policy** at any time by giving **Us** written notice and, provided no claim has been made during the **Period of Insurance**, **You** will be entitled to a proportionate return of **Premium** paid in respect of the unexpired **Period of Insurance**, subject to a £20 administration fee.
- We** can also cancel the **Policy** by giving **You** 30 days' written notice at any time, with a cancellation letter being sent to **You** by recorded delivery to **Your** last known address, where there is a valid reason for doing so. Valid reasons may include but are not limited to:
- If **We** suspect fraudulent activity.
 - If **You** are not complying with the terms and conditions of the **Policy**.
 - If **You** use threatening or abusive behaviour towards our staff or suppliers.
- You** will be entitled to a proportionate return of the **Premium** paid in respect of the unexpired **Period of Insurance**, with the amount of **Premium** to be refunded being reduced by any unpaid **Premium**.
- You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:
- supply accurate and complete answers to all questions **We** may ask as part of **Your** application for cover under the **Policy**.
 - to make sure that all information supplied as part of **Your** application for cover is true and correct.
 - tell **Us** of any changes to the answers or information **You** have given as soon as possible.
- Disclosure** Failure to provide answers or information in line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.
- Fraud** If a claim made by **You** or anyone acting on **Your** behalf to obtain a **Policy** benefit is fraudulent or a false declaration or statement is made or fraudulent device put forward in support of a claim, then **We** will not be liable to pay the claim, **We** may recover any sums already paid on the claim and **We** may, after giving notice, terminate the **Policy**.

Governing Law	This Policy will be governed by and interpreted and construed in accordance with English Law and the English courts will have jurisdiction in respect of any dispute arising out of this Policy .
Other Insurance	This Policy does not cover any loss or claim where You would be entitled to be paid under any other insurance if this Policy did not exist.
Premium Payment	We will not make any payment under this Policy unless You have paid the Premium to Us . If the Policy Premium is paid monthly and You fail to make a payment, We may charge an administration fee and the Policy may be cancelled by Us if payment is not received within 7 days.
Rights of Third Parties	A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 - or any subsequent legislation - to enforce any term of this Policy , but this doesn't affect any right or remedy of a third party which exists, or is available, apart from such Act.
Subrogation	We shall be entitled to prosecute in Your name for Our benefit any claims for indemnity or damage or otherwise against a Third Party and shall have full discretion in the conduct of any such action and You shall give Us all such information and assistance as We may reasonably require.

General Policy Exclusions

Asbestos

This **Policy** does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

the actual, alleged or threatened presence of or exposure to **Asbestos** in any form whatsoever or;

any obligation, request, demand, order or statutory or regulatory requirement that **You** or others test for, clean up, remove, contain, treat, neutralise, protect against, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of **Asbestos** in any form whatsoever.

Notwithstanding any other provisions of the **Policy**, **We** will have no duty to investigate, defend or pay any defence costs in respect of any claim excluded in whole or in part under paragraphs (1) and (2) hereof.

Cyber Liabilities

This **Policy** does not cover any legal liability directly or indirectly caused or occasioned by, happening through or in consequence of any form of cyber attack or any business conducted or transacted via any electronic means.

Excluded Property & Losses

This **Policy** does not indemnify **You** against any third party legal liability caused by, to or arising from:

1. any incident that occurred before the start of the **Policy**; or
2. any amount arising from any consequential loss arising from a claim under the **Policy**; or
3. vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft; or
4. animals (other than a **Horse**), growing crops or trees; or
5. land, roads, pavements, piers, jetties, bridges, culverts or excavations; or
6. any other article, object or item unless specifically shown on the **Schedule**.

Financial Loss

This **Policy** does not cover any legal liability whatsoever for any pure economic loss whether directly or indirectly sustained.

North America

This **Policy** does not cover any legal liability to pay compensation arising out of a decision of any court made in accordance with the laws of the United States of America or Canada.

Radioactive Contamination

This **Policy** does not cover any;

Legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof or of any radioactive matter; or
- iii) any weapon or device which dispenses radioactive material and/or ionizing radiation or which employs atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Sanctions and Exclusions Clause

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of, but not limited to, the European Union, Japan, United Kingdom or United States of America.

Sexual Abuse

This **Policy** does not cover any legal liability directly or indirectly from any molestation or sexual abuse claim of any nature, whether proven or otherwise.

Territorial Limits

The cover that this **Policy** provides only applies to incidents which occur within the **Territorial Limits** and will not apply to any event arising in any countries outside of the **Territorial Limits** or where any legal or other action, suit or other proceedings is brought against **You** in a country outside of the **Territorial Limits**.

Terrorism

This **Policy** does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from **Terrorism**.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Exclusion any legal liability is not covered by this **Policy**, the burden of proving that such legal liability is covered shall be upon **You**.

Toxic Mould

This **Policy** does not cover any legal liability directly or indirectly arising out of, alleging or attributable to mould, fungus/fungi, spore(s), mushroom(s), yeast(s), bio-contaminant(s) or any by-product therefrom.

War and Similar Risks

This **Policy** does not cover any legal liability directly or indirectly caused or occasioned by, happening through or in consequences of **War** or confiscation or nationalisation or requisition, or damage to property by or under the order of any government or public or municipal, local or custom's authority.

In any action suit or other proceedings where **We** allege that by reason of **War** and similar risks described above any legal liability is not covered by this **Policy**, the burden of proving otherwise shall be upon **You**.

General Claims Conditions

The following claims conditions apply to the whole of this **Policy**. Any other claims conditions and procedures are shown in the section to which they apply.

We will not make any payment under this **Policy** unless **You**:

1. notify **Us** immediately of anything which is likely to give rise to a claim under this **Policy**;
2. make every reasonable effort to minimise any liability and take appropriate emergency measures immediately if they are required to reduce any claim;
3. give **Us**, at **Your** expense, any information which **We** may reasonably require;
4. forward to **Us** immediately upon receipt every claim letter received from a **Third Party**, writ, summons or legal process;
5. co-operate fully in the investigation of any claim under this **Policy**;
6. give **Us** all assistance which **We** may reasonably require to pursue recovery of amounts **We** may become liable to pay under this **Policy**, in **Your** name but at **Our** expense.

Furthermore,

7. **We** reserve the right to instruct Loss Adjusters and any other investigation services to assist **Us** with the assessment of any claim.
8. **We** reserve the right to require, prior to any payment of any claim by **Us**, that any remaining unpaid monthly premiums due in respect of the **Period of Insurance** will still be settled or the annual **Premium** is paid in full.
9. Once settlement has been made by **Us** on **Your** behalf, **We** will not be liable for the payment of any further compensation, cost or expense, except for the payment of any outstanding a agreed to by **Us** prior to the settlement date.

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent and **We** will be entitled at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim, and to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure indemnity from any **Third Party** in respect of any event insured by this **Policy**, and **You** shall give all information and assistance in respect of such action.

Data Protection

We use and collect **Your** personal data (such as **Your** name, address, date of birth) to arrange and administer **Your** insurance. **We** may also collect sensitive personal data (concerning **Your** physical and/or mental health) in the event of any claim. **Your** personal data is kept securely at all times and **We** do not keep **Your** information for any longer than **We** need to, after such time **Your** data will be securely destroyed.

We may share **Your** personal data with selected third parties such as other insurers and credit reference agencies in order to verify **Your** identity and the information **You** supply to **Us**. **We** may also be required to share **Your** data with regulatory bodies and law enforcement agencies in order to prevent fraudulent claims. **We** will not share or sell **Your** data to any third party for marketing purposes without **Your** consent.

Your personal data will not be transferred outside the European Economic Area unless that country has an adequate data protection regime which safeguards **Your** personal data.

You have the right to request the personal data **We** hold about **You**. To submit a subject access request please contact **Us**. A fee of up to £10 may be payable by **You**.

Making a Claim

If **You** need to make a claim, **You** should contact the **Claims Administrator** as soon as possible.

Please follow these simple steps:

1. Contact Equine First

By telephone: **0151 346 2979** or by email: info@theaedgroup.com as soon as possible (and in any event within 30 days) of an incident in order to notify **Us** and provide **Us** with details of the incident likely to give rise to a claim under this **Policy** and to request a claim form.

2. Gather information

To process **Your** claim quickly, **We** will need information about the circumstances that led to **Your** claim. The information required will be confirmed when **You** contact the **Claims Administrator**.

It is important to note that failure to notify **Us** of a potential claim within 30 days from the date of the incident likely to give rise to a claim may result in a rejection of the claim.

3. Submit your claim

Please provide any requested documents and information to support **Your** claim as directed by Equine First.

Complaints

If **Your** complaint is about the sale or administration of this Policy, please contact:

UK Insurance Solutions t/a Equine Insurance Solutions
233 King Cross Road
Halifax
West Yorkshire
HX1 3JL

Telephone : +44 (0) 1422 347 220
Email: enquiries@ukisltd.co.uk

If **Your** complaint is about a claim please contact:

Equine First
Faversham House
Wirral International Business Park
Old Hall Road
Bromborough

CH62 3NX

Telephone: 0151 346 2979

Fax: 0151 334 2018

Email: info@theadgroup.com

If **You** remain dissatisfied after following the above complaints procedures in full in relation to matters concerning the **Policy** sale process or any other aspect of service that **You** have received **You** can ask the Financial Ombudsman to review **Your** case, Their address is:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 0234567 or 0300 1239123

Web: www.financial-ombudsman.org.uk

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

If **Your** complaint is about the **Policy** please contact:

Complaints Manager

Building Block Insurance PCC Limited

1 Princess Elizabeth Street

Ta'Xbiex

Malta

XBX 1102

Telephone: 0800 912 1464

Email: complaints@buildingblockpcc.com

If **You** remain dissatisfied after following the above **complaints** procedures in full in relation to matters concerning the **Policy** **You** can ask the Consumer Complaints Manager to review **Your** case, their contact details are:

Consumer Complaints Manager

Malta Financial Services Authority,

Notabilie Road,

Attard,

BKR3000,

Malta

Telephone: +356 21441155 (overseas call charges apply).

Email: consumerinfo@mfsa.com.mt

Web: www.mymoneybox.mfsa.com.mt

Financial Services Compensation Scheme

If **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk or by emailing enquiries@fscs.org.uk or by phoning FSCS on 0800 678 1100 or 0207 741 4100.

Third Party Liability cover

We will indemnify **You** in respect of **Your** legal liabilities, arising out of the **Business**, to pay for any compensation, costs and expenses in respect of any **Accident, Bodily Injury or Damage** to a **Third Party**.

What is insured?

Up to the limit of indemnity, as shown on the **Schedule**, for any one claim or series of claims arising out of any one event for:

1. Damages (including interest thereon) and the claimant's costs and expenses awarded against **You** by a court of law.
2. All costs and expenses incurred by **You** in defending a claim provided **You** have **Our** written consent.
3. Up to £10,000 if a **Horse** in **Your** custody and control, dies or is injured, following an **Accident** for which **You** are held legally responsible.

Extensions

A. Defective Premises Act 1972

Third party liability is extended to indemnify **You** against any liability incurred by virtue of Section 3 of the Defective Premises Act, 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that have been disposed of by **You**, except that **We** will not be liable to provide any indemnity for the cost of remedying any defect or alleged defect in such premises.

B. Forestry Commission and/or Ministry of Defence

Notwithstanding anything otherwise contained herein to the contrary the third party liability extends to indemnify **You** to the extent required under an agreement between **You** and the forestry commission and/or ministry of defence in respect of liability assumed by **You** under the terms of said agreement.

C. Landowners Indemnity

Third party liability is extended to indemnify, in like manner to **You**, any landowner on whose land (including any structures contained thereon) activities organised by **You** are held or over whose lands such activities pass or are accessed by and arising out of such activities only, provided always that such person shall as though he were **You**, observe, fulfil and subject to the terms, conditions and limitations and exclusions of the **Policy**.

D. Leased or Rented Premises

Notwithstanding anything otherwise contained herein, Third party Liability is extended to indemnify **You** against liability for loss or **Damage** to premises (including fixtures or fittings thereof) leased or rented to **You**, provided that **We** shall not be liable for any loss or **Damage** if the liability is assumed by **You** under a tenancy agreement and would not have attached in the absence of this agreement.

Special Conditions

1. Equestrian Riding Instruction

We will not indemnify **You** for any of the following activities:

- a) Equestrian riding instruction when using **Horse's** which are owned, hired, borrowed or in any other way provided by You.
- b) Those undertaken by You in association with, for, remunerated by, under the authority of or in the trading name of a riding establishment as defined by Riding Establishment Acts 1964 and 1970, whether or not such establishment holds a local authority licence or not
- c) Those of keeper of a Horse as defined by the Animals Act 1971.

What is not insured?

1. Any amount exceeding the limit of indemnity, as shown on the **Schedule**.
2. Any amount shown as the **Excess** on the **Schedule**.
3. Any defence costs that have not been agreed by **Us**.
4. Any compensation, costs and expenses in respect of liability **You** have under contract unless **You** would have been held liable if the contract had not existed.
5. Any compensation, cost or expense if the person injured or killed as a result of the incident is a member of **Your Family**, lives with **You**, is employed by **You** or has care custody and control of the **Horse** involved in the incident.
6. Any compensation, cost or expense if the **Horse** injured or killed as a result of the incident is owned by **You**, a member of **Your Family**, someone who lives with **You**, someone who is employed by **You** or has care custody and control of the **Horse** involved in the incident.
7. Any compensation, cost or expense in respect of loss or damage to fences, walls, gates or agricultural crops.
8. Any liquidated damages fines or penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
9. More than the market value of the **Third Party's** motor vehicle at the time of the incident in respect of liability for damage to the motor vehicle.
10. Any amount where the **Horse** is at stud, being covered or in the vicinity of one or more stallions whether or not covering actually takes place, or directly as a result of foaling.
11. Any legal liability for compensation, costs and expenses compulsorily insurable under the Road Traffic Act or any similar legislation.
12. Any compensation, cost or expense directly or indirectly relating to **Pollution**.



Building Block Insurance PCC Limited
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Calling from outside the UK (+44) 1476 581 276
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