

# Appendices

## Appendix 1

### List of trainers eligible to judge the Potential International Dressage horse classes and Young Horse qualifiers and championships.

- Members of the International Trainers Club.
- Trainers who have ridden Big Tour abroad or Big Tour in the CDIO at Hickstead or at the National Championships and have trained riders to national Small Tour level.
- **Trainers, who have competed at Grand Prix at National level with 63% or above, are listed on the British Dressage Trainers Database and have successfully gone through the testing system.**
- FEI Judges are eligible to judge all Young Horse Classes.

### One Trainer required for Potential International Dressage horse classes.

One Judge from list 1, 2a or 2 AND one Trainer required for young horse qualifiers/championships

#### Henriette Andersen

Michel Assouline  
Nicky Barrett  
Christopher Bartle  
Jane Bartle Wilson  
Wilfried Bechtolsheimer  
Rhett Bird  
Stephen Clarke  
Richard Davison  
Jill Day  
Liz Diegutis  
Sarah Dwyer-Coles  
Ferdie Eilberg  
Emile Faurie  
Paul Fielder  
Laura Fry

Trish Gardiner

#### Andrew Gould

Jane Gregory  
Judy Harvey  
Paul Hayler  
Carl Hester  
David Hunt  
Pammy Hutton  
Adam Kemp  
Kyra Kyrklund  
Marion Larrigan  
John Lassetter  
Jennie Loriston-Clarke  
**Helen Lowe**  
Mette Lubke-Assouline  
Barry Marshall

Nicola McGivern

#### Becky Moody

Lizzie Murray  
Virginia Peters  
Sandy Phillips  
Dane Rawlins  
**Dan Sherriff**  
Molly Sivewright  
Peter Storr  
Erik Theilgaard  
Vicky Thompson  
Isobel Wessels  
Sarah Whitmore  
Ian Woodhead  
Tracy Woodhead

**ANDERSEN** HENRIETTE, FURLONG FARM, NETHER WESTCOTE, OXON, OXFORDSHIRE, OX7 6SD, 07971 856655.

**ASSOULINE** MICHEL, BRICKHOUSE FARM, BRICKHOUSE ROAD, COLNE ENGAINE, ESSEX, CO6 2HJ. 01787 221636.

**BARRETT** NICKY, BAGWELL GREEN FARM, BAGWELL GREEN, WINCHFIELD, HAMPSHIRE, RG27 8DB. 01256 702106.

**BARTLE** CHRISTOPHER, YORKSHIRE RIDING CENTRE, MARKINGTON, HARROGATE, NORTH YORKSHIRE. HP3 3PE. 01765 677207.

**BARTLE-WILSON** JANE, YORKSHIRE RIDING CENTRE, MARKINGTON, HARROGATE, NORTH YORKSHIRE. HP3 3PE. 01765 677207.

**BECHTOLSHEIMER** DR WILFRIED, EASTINGTON HOUSE, AMPNEY ST PETER, NR CIRENCESTER, GLOUCESTER. GL7 5SJ. 01285 851215.

**BIRD** RHETT, HOLLY COTTAGE, 17 THE GREEN, SNITTERSFIELD, STRATFORD UPON AVON, CV37 0JG, 01789 730222.

**CLARKE** STEPHEN, MILL BANK FARM, SOMERFORD BOOTHS, CONGLETON, CHESHIRE CW12 2JS. 01260 224205.

**DAVISON** RICHARD, COMBRIDGE FARM, COMBRIDGE, UTTOXETER, STAFFS. ST14 5BL. 01889 507367.

**DAY** JILL, 7 CLEVES ROAD, HAVERHILL, SUFFOLK, CB9 9PL. 01440 713922.

**DIEGUTIS** LIZ, CLATFORD MILL FARM, GREEN MEADOW LANE, GOODWORTH CLATFORD, ANDOVER, HAMPSHIRE, SP11 7HH, 01264 365836.

**DWYER-COLES SARAH**, HILLTOP, BEACON HILL ROAD, HINDHEAD, SURREY, GU26 6QD. 07767 623912.  
**EILBERG FERDI**, PINK GREEN FARM, BEOLEY, NR REDDITCH, WORCS. B98 9EA. 01564 742579.  
**FAURIE EMILE**, HEATH FARM, LYNEHAM ROAD, MILTON-UNDER-WYCHWOOD, OXON. OX7 6JT. 01993 830212.  
**FIELDER PAUL**, SCHOOL FARM, LOWER STREET, SALHOUSE, NORWICH NR13 6RE. 01603 721443.  
**FRY LAURA**, AIKE GRANGE STUD, AIKE ROAD, LOCKINGTON, NR DRIFFIELD, EAST YORKSHIRE. YO25 9BG.  
 01377 271271.  
**GARDINER TRISH**, ROUNDELAY, GRANGE COURT LANE, HUNTLEY, GLOS. GL19 3DT. 01452 830445.  
**GOULD ANDREW**, BOLNEY PARK FARM, BROXMEAD LANE, BOLNEY, WEST SUSSEX RH17 5RJ, 07747 621025.  
**GREGORY JANE**, GREENLANDS FARM, GREAT CHEVERELL, DEVIZES, WILTSHIRE, SN10 5UX. 01380 812306.  
**HARVEY JUDY**, 41 GREENWAY, GREAT HORWOOD, MILTON KEYNES, BUCKINGHAMSHIRE. MK17 0QR.  
 01296 713224.  
**HAYLER PAUL**, JUBILEE FARM, NEWNEY, WRITTLER, ESSEX CM1 3SF. 01245 421203.  
**HESTER CARL**, OAKELBROOK MILL, MALSWICK, NEWENT, GLOS, GL18 1HD. 01452 700127.  
**HUNT DAVID**, UPLANDS STUD, BROOK, GODALMING, SURREY. GU8 5LN. 01428 684555.  
**HUTTON PAMMY**, TALLAND HOUSE, DAIRY FARM, AMPNEY KNOWLE, CIRENCESTER GL7 5ED, 01285 740155.  
**KEMP ADAM**, KITES NEST FARM, SWINHAY, WOTTON-UNDER-EDGE, GLOUCESTERSHIRE GL12 7PH  
 07710 448575.  
**KYRKLUND KYRA**, SNOWHILL FARM, BILLINGSHURST ROAD, COOLHAM, WEST SUSSEX, RH13 8QN.  
**LARRIGAN MARION**, MAYWOOD STUD, WOODCHURCH, ASHFORD, KENT, TN26 3QZ 01233 860051.  
**LASSETTER JOHN**, 3 DAIRY COTTAGES, MOLECOMBE STUD, GOODWOOD, CHICHESTER, WEST SUSSEX  
 PO18 OPD 01243 532540.  
**LORISTON-CLARKE JENNIE**, CATHERSTON STUD, CROFT FARM, OVER WALLOP, STOCKBRIDGE, HAMPSHIRE,  
 SO20 8HX 01264 782716.  
**LOWE HELEN**, 19, SCHOOL CLOSE, MATLOCK, DERBYSHIRE, DE4 2TQ 07968 199897.  
**LUBKE-ASSOULINE METTE**, BRICKHOUSE FARM, BRICKHOUSE ROAD, COLNE ENGAINE, ESSEX, CO6 2HJ.  
 01787 221636.  
**MARSHALL BARRY**, 3 CHURCH LANE, KEMSING, SEVENOAKS, KENT, TN15 6LU. 01732 760455.  
**MCGIVERN NICOLA**, ACTIVE EQUESTRIAN, THE FIELDHOUSE, BOWSTRIDGE LANE, CHALFONT ST GILES, BUCKS,  
 HP8 4RQ, 01494 871444.  
**MOODY BECKY**, FAR BROAD OAK, GUNTHWAITE, PENISTONE, SHEFFIELD, SOUTH YORKSHIRE S36 7GE,  
 07736 069383.  
**MURRAY LIZZIE**, CATHERSTON STUD, CROFT FARM, OVER WALLOP, STOCKBRIDGE, HAMPSHIRE, SO20 8HX  
 01264 782716.  
**PETERS VIRGINIA**, 9 MORTIMER CLOSE, WOOLAVINGTON, BRIDGEWATER, SOMERSET TA7 8EH. 01278 684604.  
**PHILLIPS SANDY**, ASTON FARM, CHERRINGTON, TETBURY, GLOS.  
 GL8 8SW. 01285 841377.  
**RAWLINS DANE**, BOLNEY PARK FARM, BROXMEAD LANE, BOLNEY, WEST SUSSEX, RH17 5RJ. 01444 882150.  
**SHERRIFF DAN**, BAYFORD HALL FARM, BAYFORD, HERTFORDSHIRE SG13 8PR, 07768 231711.  
**SIVEWRIGHT MOLLY**, TALLAND HOUSE, DAIRY FARM, AMPNEY KNOWLE, CIRENCESTER, GLOUCESTERSHIRE  
 GL7 5ED. 01285 740155.  
**STORR PETER**, PEASEBROOK FARM, CHELTENHAM ROAD, BROADWAY, WORCESTERSHIRE. WR12 7LX.  
**THEILGAARD ERIK**, OAK TREE BARN, THE GREEN, SHUTFORD, NR BANBURY, OXON. 01295 788663.  
**THOMPSON VICKY**, 38 BLACK WATER LANE, POUND HILL, CRAWLEY, WEST SUSSEX, RH10 7RN  
 01293 882647.  
**WESSELS ISOBEL**, HILL BARN FARM COTTAGE, MUCH MARCLE, LEDBURY, HEREFORDSHIRE HR8 2PH.  
 01531 660518.  
**WHITMORE SARAH**, HILDERS FARMHOUSE, HILDERS LANE, EDENBRIDGE, KENT. TN8 6LE. 01732 862268.  
**WOODHEAD IAN**, WEELSBY PARK RIDING SCHOOL, WEELSBY ROAD, GRIMSBY, SOUTH HUMBERSIDE.  
 DN32 8PL. 01472 355562.  
**WOODHEAD TRACEY**, 4 HAIGH COURT, GRIMSBY, SOUTH HUMBERSIDE, DN32 9FD. 07940 508488.

## Appendix 2

### BRITISH DRESSAGE MEMBERSHIP INSURANCE

Public Liability cover for equine related activities excluding business use.

For members that reside in the UK and Eire.

#### SCHEDULE OF LIMITS

Leisure and sport public liability insurance for the British Dressage is underwritten by QBE Insurance (Europe) Limited

Insured Section	Limit of Indemnity
Primary Cover – Personal Liability	GBP 10,000,000 any one occurrence
Third Party Claim Jurisdiction	World-Wide but excluding North America

#### AIG Europe / Broker Direct

Additional Emergency Personal Liability Cover (catastrophe cover) if GBP 10 million is exceeded	GBP 20,000,000
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#### Total Cover

Total Personal Liability Cover for British Dressage members	QBE	GBP 10,000,000
	AIG	GBP 20,000,000
	TOTAL	GBP 30,000,000

Third Party property damage excess – GBP 500 any one occurrence

#### Block Transfers

In respect of this class of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasion it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients.

This terms of insurance business document constitutes both your acceptance that we may do this and your prior request for us to do so.

Cover provided by

#### South Essex Insurance Brokers

South Essex House, North Road, South Ockendon, Essex RM15 5BE

T: 0845 450 0631

www.seib.co.uk

South Essex Insurance Brokers Ltd. are authorised and regulated by the Financial Services Authority.

### 3 INSURED SECTION A - PERSONAL LIABILITY

#### 3.1 Personal liability cover

- 3.1.1 The insurer agrees to indemnify any **insured member** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from the **insured member**, as a result of **bodily injury, personal injury, damage** or **denial of access** that occurs during the **period of insurance** and arises out of and in connection with **related equine activities**.

#### 3.2 Additional personal liability costs and expenses

- 3.2.1 Following any event which is or may be the subject of indemnity under this **insured section** the **insurer** agrees to indemnify the **insured member** for **costs and expenses** but the **costs and expenses** form part of and are not additional to the **limit of indemnity** with respect to any insured event under this **insured section**.

#### 3.3 Personal liability extensions

##### 3.3.1 Extended indemnity

The insurance by this **insured section** is extended to indemnify the **insured member** and/ or any rider of a **horse** which has received the **insured member's** express prior permission to do so, for legal liability to pay damages, including claimant costs recoverable from the **insured member**, as a result of **bodily injury, personal injury, damage** or **denial of access** that occurs whilst riding for personal purpose and pleasure on a **horse** belonging to or in the care, custody or control of the **insured member** whilst undertaking **related equine activities**. This extension shall not cover liability that arises out of the above where a fee has been charged and where such use is in connection with any business.

##### 3.3.2 Grooms indemnity

The insurance by this **insured section** is extended to indemnify any groom, which is engaged in working for the **insured member**, for legal liability to pay damages, including claimant costs recoverable from the **insured member**, as a result of **bodily injury, personal injury, damage** or **denial of access** that occurs whilst undertaking or conducting such work on behalf of the insured member in relation to a **horse** belonging to or in the care, custody or control of the **insured member**.

#### Exclusions to insured section A

**Insured section A** excludes and does not cover:

#### 3.4 Advertising injury

any loss arising out of or from any advertising injury.

#### 3.5 Advice, design or plans provided for a fee

any loss arising out of or from:

- 3.5.1 advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **insured member** for a fee;
- 3.5.2 professional services rendered by or on behalf of the **insured member**.  
Except this exclusion shall not apply in respect of tuition or lessons for a fee at a licensed establishment when conducted or provided by a suitably qualified or experienced **insured member**.

#### 3.6 Aircraft and watercraft

any loss arising out of or from the ownership, possession or use of any aircraft, other aerial device or satellite, or any watercraft other than:

- 3.6.1 motor barges not exceeding seventy five (75) ton capacity on inland waterways;



## Appendices *(continued)*

- 3.6.2 hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;
- 3.6.3 watercraft not belonging to or chartered by the **insured member** but used by them for business entertainment provided that;
- i) such watercraft is primarily owned and operated as a river cruise vessel;
  - ii) such watercraft is insured by the owner or charterer under a policy of marine insurance;
  - iii) the **insurer** will not indemnify the **insured member** in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;
- 3.7 **Asbestos**  
liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;
- 3.8 **Children**  
**bodily injury, personal injury, damage or denial of access** arising out of or from or sustained by any child under four (4) years of age whilst under the instruction or guidance of the **insured member** unless specifically agreed by the **insurer** in writing.
- 3.9 **Costs and expenses arising from a deliberate act**  
**costs and expenses** incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured member** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;
- 3.10 **Costs of recall or guarantee**  
expenditure, whether incurred by the **insured member** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;
- 3.11 **Damages arising from a deliberate act**  
**bodily injury, damage or denial of access**, and any associated **costs and expenses**, either expected or intended by the **insured member** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;
- 3.12 **Electronic data**
- 3.12.1 Liability:
- a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
  - b) arising from malicious acts of any person carried out by electronic means;
  - c) for defamation or harassment carried out by electronic means;
- 3.12.2 but this exclusion shall not apply in respect of liability for any ensuing accidental bodily injury (save for mental injury or mental disease) or accidental damage which is not otherwise excluded;
- 3.13 **Employment practices dispute**  
liability which arises out of:
- 3.13.1 a dispute between an employer / prospective **employer** and employee / prospective **employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or



- 3.13.2 a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS; and liability by clause 3.13.1 and / or 3.13.2 which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;
- 3.14 Excess**  
the amount of the **excess** as applicable and stated in the **schedule of limits**;
- 3.15 Excluded activities**  
**bodily injury, personal injury, damage** or denial of access arising out of or occasioned by any activity that is not within the normal course of **related equine activities** unless specifically agreed by the **insurer**.
- 3.16 Excluded riding**  
**bodily injury, personal injury, damage** or **denial of access** arising out of or occasioned by horse racing, point to point racing or steeplechasing, except this exclusion shall not apply to endurance riding or racing which is part of an association event the primary purpose of which is not racing and providing the race is not being run under the rules of any turf or similar authority.
- 3.17 Financial loss**  
liability for pure financial loss that is not consequent upon **bodily injury** or **damage**, such as loss which cannot reasonably be attributed to, proven and immediately flowing from **bodily injury** or **damage**;
- 3.18 Fines, penalties or multiplication of compensatory damages**  
any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
- 3.19 Insured Member's family**  
**bodily injury** or **personal injury** to any person which is part of the **insured member's** family or household.
- 3.20 Intentional disregard of reasonable precautions**  
any insured event or loss arising or arising out of or continuing from the **insured member's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;
- 3.21 Legionella**  
**bodily injury, personal injury, damage** or **denial of access** arising out of, alleging or attributable to the existence of **legionella**;
- 3.22 Liability from employment**  
**bodily injury** sustained by any **employee** arising out of or in the course of employment by the **insured member** in the **business**;
- 3.23 Libel and slander**  
Liability arising from or caused by the publication or utterance by or on behalf of the **insured member** of a libel or slander.
- 3.24 Limit of indemnity**  
liability in excess of the **limit of indemnity** stated in the **schedule of limits**;
- 3.25 Liquidated damages**  
any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which the **insured member** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;



## Appendices *(continued)*

- 3.26 North America**  
**bodily injury, personal injury, damage or denial of access** within **North America**.
- 3.27 North American jurisdiction**
- 3.27.1 liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);
- 3.28 Nuclear risks**
- 3.28.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- 3.28.2 any legal liability of whatsoever nature;
- 3.28.3 any sum which the **insured member** becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 2.28.3) above, attributable to **nuclear hazards**;
- 3.29 Overseas domiciled operations**  
the **insured member's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the **United Kingdom**;
- 3.30 Ownership or use of mechanically propelled vehicles**  
**bodily injury, personal injury, damage or denial of access** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured member**;
- 3.31 Professional and business activities**  
**bodily injury, personal injury, damage or denial of access** arising out of or from **equine activities** or **related equine activities** when undertaken as a professional or being undertaken as part of the **insured members** business or occupation, irrespective of whether a fee is charged or not including the supervision of other riders.
- 3.32 Property in the insured's care, custody and control**  
**damage** to property owned, leased, hired or held in trust by the **insured member** or under hire purchase or on loan to the **insured member** or held otherwise in the **insured member's** care, custody or control;
- 3.33 Protective headgear**  
**bodily injury, personal injury, damage or denial of access** arising out of or from any person not wearing the appropriate headgear whilst riding, including mounting and dismounting.
- 3.34 Sexual abuse**  
**bodily injury**, arising from allegations of rape or sexual abuse of any nature whether proven or otherwise.
- 3.35 Termination of membership**  
**bodily injury, personal injury, damage or denial of access** arising out of or from any person or **insured member** who has or had membership terminated, revoked, lapsed or cancelled in any way of the British Dressage Association.
- 3.36 War or terrorism**  
**bodily injury, personal injury, pollution, damage or denial of access** directly or indirectly caused by or contributed to by or arising from **war** or any act of **terrorism**.



## 4 DUTIES IN THE EVENT OF A CLAIM OR POTENTIAL CLAIM

The due observance and fulfilment of the provisions of clause 4 is a condition precedent to the **insurer's** liability for any claim under this **policy**. Clause 5.11 sets out consequences of a failure to comply with conditions precedent or **policy** provisions such as clause 4.

### 4.1 Claim notification – insured section A

4.1.1 The insured member will give notice in writing or by an agreed electronic medium, to the insurer:

- a) immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal **accident** inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- b) as soon as practical but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- c) as soon as practical but in any event within thirty days (30) days after any other accident, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof; which may be the subject of indemnity under this **policy**.

4.1.2 Notice to the **insurer** must be given to the **claims notification address**.

### 4.2 Insured's duties

4.2.1 For each and every claim, the **insured member** and any person acting on behalf of the **insured member** must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
- b) not incur any expense without the consent of the **insurer** except at the **insured member's** own cost;
- c) always act honestly, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently;
- d) give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- f) not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

### 4.3 Claim Procedure

Unless stated otherwise all claims will be handled and overseen by the insurer. For each and every claim the **insured member** and any person acting on behalf of the **insured member** must:

4.3.1 For **insured section A**

- a) immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured member**. In addition the **insured member** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and preaction protocols as may be issued and approved from time to time by the head of civil justice;
- b) authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

- 4.3.2 prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited being **war** or an act of **terrorism** that the said exclusion or **limit of indemnity** does not apply, it being understood and agreed that any portion of an exclusion or **limit of indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

#### 4.4 Insurer's rights

- 4.4.1 The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured member** upon such conditions as regards the payment of opponent's costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine.
- 4.4.2 The **insurer** may at any time pay the **limit of indemnity** or **sum insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

#### 4.5 Disputed defence or appeal

If any dispute arises between the **insured member** and the **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final.

#### 4.6 Subrogation

- 4.6.1 For each and every claim the **insured member** and any person acting on their behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **suit** that may give rise to a claim under this insurance.
- 4.6.2 The **insured member** will at the request and expense of the **insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **insurer** will be or would become entitled or subrogated upon its paying an indemnity under this **policy**, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.
- 4.6.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured member**) concerned in the exercise of any rights of recovery.
- 4.6.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured member**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured member**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 4.6.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

## 5 GENERAL TERMS AND CONDITIONS

### 5.1 Applicable law

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

### 5.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

### 5.3 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured member**.

### 5.4 Contribution

- 5.4.1 If at the time of any claim under **insured section A** there is any other valid and collectible insurance available to the **insured member** other than insurance that is specifically stated to be in excess of this **policy** and names the **insured member** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

### 5.5 Dispute Resolution

- 5.5.1 All matters in dispute between the **insured member** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and that the reference, conduct and any settlement of the dispute at mediation shall be conducted in confidence.

- 5.5.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

- 5.5.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

### 5.6 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### 5.7 Disclosure under the Data Protection Act 1998

- 5.7.1 The **insurer** records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The **insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.
- 5.7.2 Further, by accessing and updating various databases the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.



## Appendices *(continued)*

### 5.8 Fraud

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured member** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** is occasioned by wilful act or with the connivance of the **insured member** there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to the **insured member** in respect of any fraudulent means or device must be repaid to the **insurer**.

### 5.9 Material alteration

This insurance will be voidable if after the commencement of this insurance the risk of **damage**, **bodily injury**, **personal injury** or liability is increased by any act or omission of the **insured member** unless such change of circumstances has been expressly acknowledged and accepted in writing or by electronic medium for and on behalf of the **insurer**.

### 5.10 Minimisation of risk

5.10.1 The **insured member** will take all reasonable steps at its own expense to prevent an insured event:

- a) arising or
- b) continuing.

5.10.2 Upon the happening of an insured event and at all times thereafter, the **insured member** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Any failure by the **insured member** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured member** under the **policy** to the extent that such failure has increased the claim under the **policy**.

### 5.11 Observance

5.11.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured member**, or are already described in the **policy** as conditions precedent, will be a condition of this **policy**. Any waiver by the **insurer** of any provision will not prevent the **insurer** from relying on such term or condition or condition precedent in the future.

5.11.2 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce **claims** connected with the breach providing the **insurer** can demonstrate some prejudice.

5.11.3 In the event of a breach of any condition precedent in the **policy**, and without prejudice to any of the **insurer's** other rights, the insurer may reject or reduce **claims** connected with the breach, and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such **claim** has already been made the **insured member** will repay forthwith all payments on account to the **insurer**.

### 5.12 Recovery of benefits

In the event that the **insured member's** liability in damages is reduced because benefits and/or charges included in the damages are to be paid under statute to the Compensation Recovery Unit or its successor, the **insured member's** liability in damages for the purposes of this insurance will be deemed to include such benefits and charges.

### 5.13 Subscribing insurer

The **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.



## 6 GENERAL DEFINITIONS AND INTERPRETATION

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### 6.1 Advertising injury

Advertising injury means:

- 6.1.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, **products** or services;
- 6.1.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- 6.1.3 misappropriation of advertising ideas or style of doing business;
- 6.1.4 infringement of copyrighted advertising materials, titles or slogans; in the course of advertising the **insured member's** goods, **products** or services.

### 6.2 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual but excluding injury to feelings.

### 6.3 Claim payment

Claim payment will mean the amount the **insurer** agrees to pay to the **insured member** for any one claim.

### 6.4 Claims notification address

Claims notification address means: the company's Head Office and registered address of QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561 enquiries@qbe-europe.com

### 6.5 Costs and expenses

Costs and expenses means

- 6.5.1 costs and expenses (other than claimant costs recoverable from the **insured member**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 6.5.2 pre-judgment interest awarded against the **insured member** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 6.5.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 6.5.4 the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
  - a) the **insured member** – GBP250
- 6.5.5 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

## Appendices *(continued)*

### 6.6 **Damage**

Damage means

- 6.6.1 loss of, destruction of or damage to tangible property and/or for loss of use of tangible property that has been lost, destroyed or damaged.

### 6.7 **Equine Activities**

Equine activities means the mounting and dismounting and riding of a horse.

### 6.8 **Excess**

- 6.8.1 For **insured section A**: the **limit of indemnity** is additional to the excess with respect of **damage** and excess means the first amount payable by the **insured member** in respect of each and every claim or potential claim for every **damage** claim as ascertained after the application of all other terms and conditions of this insurance.

### 6.9 **Injury**

Injury will mean a specific injury which

- 6.9.1 is sustained by the **insured member** during the **period of insurance**, and is caused by an **accident**, and
- 6.9.2 solely and independently of any other cause, causes death or disablement of the **insured member**.

### 6.10 **Insured member**

Insured member means the stated categories and/or types of members of the British Dressage Association, including the legal or personal representatives of the insured member in respect of any claim under this **policy** incurred on behalf of the insured member.

Any person who has or had membership terminated, revoked, lapsed or cancelled in any way of the association shall immediately cease to be an insured member for the purpose of this policy.

### 6.11 **Insured section**

Insured section means all or any individually lettered sections of this policy that forms part of the insurance contact.

### 6.12 **Insurer**

Insurer means:

QBE Insurance (Europe) Limited. Registered in England No. 1761561; Home State - United Kingdom. Authorised and regulated by the Financial Services Authority; Registration number 202842 Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019.

### 6.13 **Legionella**

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

### 6.14 **Limit of indemnity**

Limit of indemnity means:

- 6.14.1 for **insured section A** the amount stated in the schedule of limits which is the maximum amount of the **insurer's** liability arising out of one occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:
- a) other insured parties; or
  - b) persons or organisations bringing claims or **suits**; or
  - c) claims against the **insured member** or series of claims against the **insured member**, or claims or series of claims made by the **insured members**;
- 6.14.2 where a limit of indemnity is stated in the schedule of limits as in the aggregate, that aggregate is the maximum the **insurer** will pay for all insured events during the **period of insurance**.
- 6.15 North America**  
North America means the United States of America or its territories or possessions or Canada.
- 6.16 Nuclear hazards**  
Nuclear hazards means:
- 6.16.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - 6.16.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 6.17 Period of insurance**  
Period of insurance means twelve (12) concurrent months from the date of acceptance British Dressage Associations Insurance Scheme with the **insurer** or any annual renewal thereof unless otherwise stated, please contact the Association or the **insurer** for further details.
- 6.18 Personal injury**  
Personal injury means harm other than **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:
- 6.18.1 false arrest;
  - 6.18.2 detention or imprisonment;
  - 6.18.3 malicious prosecution;
  - 6.18.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
  - 6.18.5 invasion of the right of privacy;
- 6.19 Policy**  
Policy means this document, the schedule of limits, the **registration form** and any endorsements attaching to this document or the schedule of limits that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## Appendices *(continued)*

### 6.20 Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

### 6.21 Pollution

Pollution means:

- 6.21.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 6.21.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured member** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

### 6.22 Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured member** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired, merchandise or souvenirs sold or supplied by or on behalf of the **insured member**.

### 6.23 Proposal

Proposal means any information supplied by or on behalf of the **insured member**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

### 6.24 Related equine Activities

Related equine activities shall mean all **equine activities** and any additional activities directly related to the undertaking of equine activities, including

- i) saddling and tack,
- ii) reasonable unskilled care and maintenance of any horse's welfare,
- iii) maintenance and care for equine equipment required for the undertaking of **equine activities**.

### 6.25 Registration form

Registration form means the document titled Rider registration form, completed by the **insured member** or their legal guardian for membership of the British Dressage Association that includes the name and address of the **insured member** and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insurer**.

### 6.26 Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

- 6.26.1 an arbitration proceeding in which such damages are claimed and to which insured party must submit or does submit with the **insurer's** consent; or
- 6.26.2 any other alternative dispute resolution proceeding in which such damages are claimed and to which an insured party submits with the **insurer's** consent.

**6.27 Sum insured**

Sum insured means the sum specified as the sum insured in the schedule of limits.

**6.28 Territorial limits**

Territorial limits means the **United Kingdom**.

**6.29 Terrorism**

Terrorism means:

an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostagetaking.

**6.30 United Kingdom**

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**6.31 War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

**6.32 Work away**

Work away means work, operations, installation or services performed by or on behalf of the **insured member** but not on **premises**.



## Appendices *(continued)*

### **Renewing your policy – this is a rolling policy which attaches 1 July**

If QBE are willing to invite renewal of the policy QBE will tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year. This will be invited to you via your membership arrangement.

### **Claim notification**

In the event of a claim or possible claim under the Master Policy the Assured must immediately notify South Essex Insurance Brokers Limited, South Essex House, North Road, South Ockendon, Essex RM15 5BE. Tel: 0845 450 9358. Fax: 01708 851520.

### **THE ASSURED MUST NOT ADMIT LIABILITY OR OFFER OR AGREE TO SETTLE ANY CLAIM WITHOUT THE UNDERWRITERS' WRITTEN PERMISSION.**

The Assured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process

Failure to comply with all claims notification requirements stipulated in the full Master Policy wording may invalidate the Master Policy.

### **Complaint procedure**

QBE aims to give its customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you or The Managing Director at:

**QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Tel: 0207 7105 4000. Fax: 020 7105 4019.**

**Registered in England No. 1761561. enquiries@qbe-europe.com**

The Manager will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint under your Leisure & Sport Public Liability Insurance for the British Dressage Policy, please write the Chief Executive Officer at the aforementioned address.

If the Company cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address:

**Insurance Division, The Financial Ombudsman Service, South Quay Plaza 2, 1B3 Marsh Wall, Docklands, London E14 9SR.**

Referral to the Financial Ombudsman Service is only available to commercial customers in limited circumstances. Making a complaint does not affect your right to take legal proceedings.

### **Compensation**

QBE Insurance (Europe) Limited is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory).

Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from the Company at the address above, or from the Financial Services Compensation Scheme at the following address:

**Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Tel: 020 7892 7300.**



## **Combined Liability Insurance Policy summary – British Dressage Members’ Personal Accident Insurance Policy (Shearwater Insurance Services Ltd).**

The information provided in this Policy Summary is key information you should read.

This Policy Summary does not contain the full terms and conditions of your Shearwater Insurance Policy. The full terms and conditions can be found in the policy document.

The insurer is **International Insurance Company Of Hannover Limited (Employers Liability)**.

This policy period is detailed in your schedule. The policy is normally valid for 12 months and renewable annually.

### **Significant features and benefits**

The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances. Many of these terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The policy may also contain warranties describing actions that you must take or avoid for any cover to operate.

### **Section A – Employers Liability (Shearwater Insurance Services Ltd)**

Use this Section with the corresponding section in the full Policy wording.

#### **Significant features and benefits of cover**

Injury sustained by any Person Employed by the Insured arising out of and in the course of his employment or engagement by the Insured during the Period of Insurance.

#### **Significant and unusual exclusions**

The Policy has an upper age limit of 75 years in force. The Policy does not cover Injury to Persons Employed that arises outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception shall not apply where the business is incorporated as a limited company.

### **Section B – Public Liability**

Use this Section with the corresponding section in the full Policy Wording.

#### **Significant features and benefits of cover**

- Accidental Injury to any person.
- Accidental loss of or Damage to Property happening anywhere in the world during the Period of Insurance and arising out of the Business.

### **Section C – Products Liability**

Use this Section with the corresponding section in the full Policy Wording.

### Significant features and benefits of cover

- Accidental Injury to any person.
- Accidental loss of or Damage to Property happening anywhere in the world during the Period of Insurance and caused by any Product.

### Significant and Unusual Exclusions for Sections B & C

Insurers will not pay under these sections for liability arising from:

- Terrorism.
- Asbestos.
- Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- Professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.
- Goods in the custody or control of the Insured.
- Pollution or contamination other than incidents which are sudden, identifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance.
- Notwithstanding anything contained herein to the contrary this Insurance shall not indemnify any person being the Assured or a constituent member or part of the Assured, as provided for herein, against liability for Bodily Injury sustained by anyone Closely Related to such person.

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

These exclusions are more fully detailed under sections 12, 14 & 15 of your policy.

### Limits of indemnity

Underwriters will not pay more than sum specified in the Schedule as the Limit of Indemnity for each Section.

#### Section A, employers' liability

The limit of indemnity is £10,000,000 any one occurrence, but limited to £5,000,000 any one occurrence in respects of acts of terrorism and for claims arising from asbestos.

The Employers Liability limit of indemnity is inclusive of your own defence costs.

#### Sections B & C, public and products liability

The limit of indemnity for Public Liability cover applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The Public Liability limit in respect of Pollution applies to all occurrences during the Period of Insurance.

The Products Liability limit applies to all occurrences during the Period of Insurance.

Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

### Legal jurisdiction

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

## Significant general exceptions

It is a condition precedent to the liability of underwriters that the Insured does not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

## Excess

As stated on the schedule of insurance.

## Premium adjustment (minimum & deposit)

Your premium was based upon the turnover and wages details that you provided. At the end of each period of insurance you will be sent a wages and turnover declaration form that you should complete and return. A premium adjustment may be payable. If your policy was calculated on a Capita basis i.e. per person rather than wages and turnover then the premium adjustment will not apply.

## Claims procedure

In the first instance claims should be notified to Shearwater Insurance Services Limited in respect of the Employers Liability Section, Personal Accident, Travel Commercial Combined and Legal Expenses.

## Complaints procedure

Any enquiry or complaint that you may have should in the first instance be addressed to the broker who has arranged this cover for you: Shearwater Insurance Services Ltd, Shearwater House, 8 Regent Gate, High Street, Waltham Cross, Herts, EN8 7AF. **Tel: 01992 718666. Fax: 01992 707189.** in respect of Employers Liability, Personal Accident, Travel, Commercial Combined and Legal Expenses.

Please quote your Policy Number in all correspondence so that any complaint can be dealt with speedily.

If you are still unhappy with any issue connected with the handling of your insurance policy or claim then you should direct your enquiry to the Senior Manager at Shearwater Insurance who will advise you of which Insurance Underwriter you need to contact for each section of your policy.

If after contacting the Compliance Officer for the relevant Insurance Underwriter you are still dissatisfied you may be able to refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (Telephone No: 0845 080 1800). Further information is available from them.

## Cancellation rights

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this policy. To exercise your right to cancel, contact Shearwater Insurance Services Limited who arranged this cover for you.

## Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if they cannot meet their obligations. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without upper limit. Further information may be obtained from FSCS. Their e-mail address is [www.fscs.org.uk](http://www.fscs.org.uk)

## Policy summary

### British Dressage Members' Personal Accident Insurance Policy underwritten by Ark Syndicate 4020

All members (excluding Associate members) are automatically covered during their membership period from the inception or renewal date of their membership with British Dressage providing the membership subscription is received by British Dressage within 30 days of the said renewal date, or the date the full annual membership subscription is received by British Dressage, whichever date is the later.

## Appendices *(continued)*

Master Policy Period: From **1st January 2009 to 1st January 2010** both days at 00.00 Greenwich Mean Time.

This Policy Summary is issued as a Notice of Insurance for information only. It does not constitute a Legal Contract of Insurance and is subject to all terms, conditions, definitions and exclusions of the Master Policy held by British Dressage (copies are available for inspection, if required, from the offices of British Dressage), brief details of which are outlined below:

### **Cover/significant features**

The cover afforded under the Master Policy is for Full, Life, Competing, Non-Competing, Training and Music members resident world-wide. Associate members are excluded. Company membership applies only to one nominated person. Temporary Members and Music Members are only covered whilst at an Affiliated Dressage Day, excluding travelling thereto or there from. Byrd Fledgling Club Members are only covered whilst at a Regional Dressage Training Day, excluding travelling thereto or therefrom. The Insurance is only in operation whilst the Insured Person is engaged in any horse related activities (excluding racing and point-to-point). Cover includes the care and handling of horses and driving of horse drawn vehicles. Cover at an Organised Equestrian Event is limited to horse-related injury but extended to include traveling thereto or therefrom (although the benefits whilst traveling are restricted to Scale A below). The term 'Organised Equestrian Event' includes organised practice or training sessions. The Insurance is effective world-wide.

### **Scale of benefits**

- A. Horse Related Activities other than whilst attending an event or official practice/training session organised by or affiliated to British Dressage, BHDTA, BHS, BSJA, Pony Club, BHS Riding Clubs, BE, EGB, BEV or FEI.
- B. Horse Related Activities whilst attending an event or official practice/training session organised by or affiliated to British Dressage, BHDTA, BHS, BSJA, Pony Club, BHS Riding Clubs, BE, EGB, BEV or FEI.

	<b>A</b>	<b>B</b>
Accidental Death	£5,000.00	£10,000.00
Total & irrecoverable loss of sight of both eyes	£5,000.00	£10,000.00
Total and irrecoverable loss of sight of one eye	£2,500.00	£5,000.00
Loss of two limbs	£5,000.00	£10,000.00
Loss of one limb	£2,500.00	£5,000.00
Total and irrecoverable loss of sight of one eye and loss of one limb	£5,000.00	£10,000.00
Permanent total disablement (other than total loss of sight of one or both eyes loss of limb[s])	£5,000.00	£10,000.00

The Master Policy is also subject to certain Extensions, Exclusions and Conditions the more significant of which are shown hereunder:

- a) **Under condition 1 of the Master Policy the insurance excludes any claim arising from or aggravated by a pre-existing condition of the Insured Person where medical advice or treatment has been given in the past 24 months.**
- b) Under Condition 5 Insured Persons under 16 years of age are limited to £5,000 in the event of death.

## Exclusions

War and kindred risks, radioactive contamination, military service or operations, racing, point to point, air travel except to and from an equestrian event in a commercial aircraft, suicide, intentional self-injury, insanity, AIDS/ARC, deliberate exposure to danger, criminal act, alcohol, drugs, mental/emotional conditions and terrorism.

## Claims notification

Under Condition 2 of the Master Policy immediate notice in writing must be given to Shearwater Insurance Services Limited, Shearwater House, 8 Regent Gate, Waltham Cross Hertfordshire EN8 7AF of any claim or intimated claim under this Insurance. If disablement results, or may result, the Insured Person must be placed, as early as possible, under the care of a qualified medical practitioner. In the event of a claim under this Insurance, all relevant medical records must be made available to Underwriters on request and the Insured Person will allow the medical adviser or advisers, by the appointment of Underwriters, to examine the Insured Person as often as may be deemed necessary by the said Underwriters. A claim for permanent total disablement will not be paid until at least 12 months after the accident.

## Complaints

If you wish to make a complaint (excluding Public/Products Liability contracts) concerning this policy you should contact: Shearwater Insurance Services Limited, Shearwater House, 8 Regent Gate, Waltham Cross Hertfordshire, EN8 7AF. **Tel: 01992 718666, Fax: 01992 707189.**

In the event that you remain dissatisfied you can refer the matter to the complaints Department at Lloyd's. The contact details are: Complaints and Advisory Department at Lloyd's, One Lime Street, London, EC3M 7HA. Tel: 020 7327 5693. Fax: 020 7327 5225. Email: [Complaints@lloyds.com](mailto:Complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints & Advisory Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the Complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

## Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme – [www.fscs.org.uk](http://www.fscs.org.uk)

## Cancellation rights

Being a group policy effected by the Master Policy Holder this Insurance does not provide the member with the statutory right to cancel an Insurance within 14 days that applies to individual Insurance policy contracts.

**PLEASE NOTE – TERMINATION OF MEMBERSHIP OF BRITISH DRESSAGE FROM ANY CAUSE WILL SIMILARLY TERMINATE COVER UNDER THE MASTER POLICY FROM THE SAME DATE.**

### Appendix 3

#### Rights of members at DSC hearings

1. A member whose conduct is referred to the DSC may appear in person to answer the complaint against him/her at the hearing and may present oral or written evidence and may call and examine witnesses. He/she may also submit written evidence and statements for consideration in his/her absence this must be submitted to the DSC at least 7 clear working days prior to the hearing. If a member fails to appear before the DSC they may reach a decision and impose a penalty in his/her absence. All Witness statements must be endorsed with a statement of truth failing which they shall be inadmissible as evidence in the event that the maker of that statement does not attend to give evidence at the disciplinary hearing.
2. A member may also request that the matter be dealt with in his/her absence and submit written evidence and statements for consideration, which request documentation must be received by the DSC at least 10 clear days prior to the hearing. In the event that the DSC require the member's attendance at the hearing he will be notified that his/her request for the matter to be dealt with in his/her absence has been refused no less than 3 clear days prior to the hearing. If a member fails to appear before DSC after being informed that he/she is required to do so, this will be considered to be a further disciplinary offence of the member and shall be dealt with accordingly.
3. If a member fails to appear before the DSC either by failing to make a request for the matter to be dealt with in his/her absence or by failing to comply with the direction by the DSC that he/she must attend the DSC will consider the offences in the absence of the member and impose a penalty as they shall think fit.
4. A member is entitled to be represented by a third party before the DSC. A member under the age of 18 must always be accompanied by an adult. The name and address of such third party or adult must be notified to the DSC for their reasonable approval at least 7 clear days prior to the Hearing. British Dressage, the Company and the DSC reserve the right to refuse attendance of any named third party whose approval for attendance has not previously been obtained from the DSC.



## Appendix 4

### Powers of the DSC to impose penalties

If after considering all the evidence at a hearing of the DSC it decides that the complaint of misconduct by a member is sustained they are empowered to impose on such member any one or more of the following penalties:

1. That such member be reprimanded and cautioned as to his/her future conduct.
2. That such member be suspended from all or any of the rights and privileges of membership for a period not exceeding 5 years.
3. That any horse or pony belonging to and/or ridden by such member at the time of the misconduct be debarred from competing in any competition at shows affiliated to British Dressage, to a foreign federation or to the FEI for a period not exceeding 12 months and/or be disqualified from the result of any competition or competitions directly associated with the misconduct.
4. That such member pay a fine of such sum as the DSC shall in their absolute discretion direct, giving due regard to the gravity of the misconduct.

### Immediate suspension

A member may be suspended from all rights and privileges of British Dressage following conviction in a British Court of Law of any equestrian related offence, or any offence which, in the reasonable opinion of the Chief Executive, shall bring British Dressage or equestrian sport into disrepute, pending a full investigation by the DSC at an enquiry called under the terms of Rule 98. In the event that the DSC confirms that the suspension shall stand following approval by no fewer than 3 members of the DSC panel, such suspension will be confirmed in writing, and may take effect from the date of conviction.

### Notice of findings, penalties and appeals

1. The Chief Executive will, within seven days of the DSC's decision, notify the accused, in writing, of the findings of the DSC and of any penalties imposed.
2. The findings of and penalties imposed by the DSC shall be final and binding on all parties in every case.
3. Any member whose conduct has been referred to the DSC and who is dissatisfied with the DSC's decision may, within 7 days of a decision (or where relevant of receipt by the individual of the Respondent's written clarification for the decision) appeal to the British Equestrian Federations Appeal Panel subject to the BEF's Terms of Reference. The Notice of Appeal must be in writing and clearly state the decision that the appellant wishes to appeal and the grounds for the appeal. The Notice of Appeal must be signed by the Appellant.

Terms of Reference of the British Equestrian Federation Appeal Panel can be obtained from British Dressage by sending in an SAE to the office at Stoneleigh or see BEF website.

The Notice of Appeal must be accompanied by a cheque for a fee of **£300** not subject to VAT, made payable to the 'British Equestrian Federation'. This sum is to cover the costs and expenses of appointing the Appeal Panel and will be retained by the BEF in the event that the Appellant is unsuccessful but will be refunded in the event that the Appellant is successful and in that case the Respondent will pay the fee of **£300** to the BEF.

Pending the outcome of the appeal the Appeal Panel, once appointed, has the discretion to order that the decision of the Respondent stands and that the Appellant is bound by that decision until such time as the Appeal Panel issues their finding to the contrary.

Any member who has been penalised by the DSC and who has appealed such decision to the BEF's Appeal Panel and is dissatisfied with such Panel's decision, may appeal to the Sports Resolution UK whose terms of reference may be obtained from British Dressage or the BEF.



### **Powers of British Dressage Officials to issue cautions and reprimands**

Any British Dressage Official may issue a caution or reprimand, either in writing or orally, at any time to any Member where they are of the reasonable opinion that a Member has breached any Rule or, whether by act or omission, may result in harm to the reputation of the sport of dressage or affect the welfare of the horse. Such caution or reprimand will be notified to the Chief Executive who shall retain a record of such caution or reprimand. All cautions and reprimands shall expire 2 years after the date that such caution or reprimand was given.

In the event that a Member receives 2 or more cautions or reprimands the matter shall be dealt with by the Chief Executive in accordance with Rule 95 b).

For the purposes of this section a British Dressage Official shall include the Chief Executive, any member of the Board of British Dressage, a Judge, any member of the Disciplinary Sub-Committee, a Team Manager, any official delegate or steward appointed by British Dressage to officiate at any affiliated competition or training event.

### **Summary powers of the Chief Executive**

The Chief Executive is empowered to impose penalties on members of fines not exceeding £250 for each minor infringement of any of Rules, subject to the right of any member accused of such an infringement to opt for the matter to be referred to the Chief Executive for hearing. Such fines may be imposed on an owner, rider or authorised agent with or without disqualification of the horse or pony concerned from any competition. If the horse or pony is not so disqualified, any prize money won in these circumstances will remain on its grading record. In the event of a horse or pony competing in a class for which it is not eligible it will be disqualified from that competition and all monies won will be forfeited. In addition a penalty at a level agreed by the Board may be imposed on the owner, rider or authorised agent. If a competitor, horse or pony qualifies for a further competition as a result of a competition for which he, she or it was not eligible for any reason, the qualification will be cancelled, whether or not a fine or penalty has been imposed. Provided the cancellation of such qualification has been confirmed by the Chief Executive before the normal closing date for the next round of the competition or championship, the qualification will pass to the next eligible competitor, horse or pony, if any.

Any member dissatisfied with the decision of the Chief Executive may ask for the matter to be referred to the DSC on appeal who shall make their decision either with or without a hearing as shall be deemed by them to be appropriate. In the event that such matter is dealt by the DSC they may impose any sanction they consider appropriate under this Appendix.

### **Summary powers of a Team Manager**

The Chef d'Equipe or Team Manager or his/her duly authorised deputy whilst accompanying members on a course of training or on a tour or team visit (whether or not such course of training or tour or team visit takes place in Great Britain) shall have power in his/her absolute discretion to regulate, control and/or adjudicate upon the conduct of members on such course of training, tour or team visit and shall have the power to direct that a member shall be suspended from competing or taking part in such course of training or in any competition taking place on such tour or team visit.



### **Indebtedness to British Dressage**

Any member who fails to pay a fine imposed by the DSC, or the FEI, or who fails to pay for goods or services supplied by British Dressage, including the processing of memberships, registrations, etc. or by making such payments by means of a cheque or other instrument, including Variable Amount Direct Debit mandate, which is subsequently dishonoured, may be notified by the Chief Executive of his/her indebtedness by 1st class letter. If such indebtedness is not fully settled within 30 days of the despatch of such notification, the member shall automatically be suspended from all rights and privileges of membership of British Dressage until such time as payment is received. In the case of Company membership liability for such debts incurred will be the responsibility of the registered Company agent and/or the rider. The Chief Executive shall notify the member accordingly and promulgate the suspension in British Dressage magazine. Should the member concerned dispute the facts of such indebtedness and the Chief Executive fail to resolve such dispute the matter may be reported to the DSC of British Dressage who will investigate it as a complaint of a breach by the member of Rule 100.

### **Indebtedness to affiliated shows**

If a member fails to make payment or makes payment to an affiliated show in respect of entry fees or stabling by cheque or other instrument which is subsequently dishonoured, the show secretary may report the name and address of such person, together with the names of the horses and the names and addresses of the owners whose fees the dishonoured instruments were intended to cover. The report must be made in writing to the Chief Executive and must itemise the amount of outstanding fees. On receipt of such notice the Chief Executive shall notify the said member of his indebtedness by 1st class mail. If such indebtedness is not fully settled through the British Dressage Office within 30 days of the date of despatch of the Chief Executive's notification, the member shall automatically be suspended from all rights and privileges of membership of the Association until such time as payment is received. The Chief Executive shall notify the member accordingly and promulgate the suspension in British Dressage. Should the member concerned dispute the facts of his indebtedness and the Chief Executive fail to resolve the matter to the satisfaction of those concerned, the matter may be reported to the DSC who will investigate it as a complaint of a breach of Rule 100.

### **Publication of findings and penalties**

The DSC, a Chef d'Equipe or the Chief Executive may at their/his/her absolute discretion publish any disciplinary decision, ruling or direction made concerning any person or matter in such manner as they/he/she shall think fit whether in the public press circulating throughout or in any part of the United Kingdom, or abroad and/or on television or sound broadcasting, and/or to and through any news or broadcasting agency or agent, or otherwise and every member of British Dressage shall be deemed to have consented thereto, always providing that such publication shall not be made until the expiry of 28 days after notification of the decision to the member.

### **Disciplinary stewards**

Disciplinary Stewards or Judges may be employed by the Chief Executive on behalf of the Board. Their duties are to attend shows in order to observe and regulate the conduct of members. A Disciplinary Steward or Judge will normally in the first instance caution any member whose conduct he/she has occasion to take note of and will explain to such member in what manner his/her conduct falls short of that required by the Rules. In flagrant or repeated instances of misconduct the Disciplinary Steward or Judge will report the circumstances to the Chief Executive in accordance with Rule 100.



### Appendix 5

#### Prohibited substances

Any competitor suspended by any discipline or the FEI for medical or any other reason is automatically suspended and prohibited from competing in any other discipline on the basis of the same facts giving rise to the original sanction.

Any competitor sanctioned by any discipline or the FEI may also be sanctioned by any other discipline on the basis of the same facts giving rise to the original sanction.

#### Prohibited substances – horses

Horses taking part in a competition must be healthy and compete on their inherent merits. The use of prohibited substances might influence a horse's performance or mask an underlying health problem and could falsely affect the outcome of a competition. The list of prohibited substances has been compiled to include all categories of pharmacological action.

The following list is a high level overview. The comprehensive detailed list of prohibited substances together with detailed commentary on thresholds is contained in the British Equestrian Federation Rule Book which is available from the BEF, online at [www.bef.co.uk/downloads/rulebook2010.pdf](http://www.bef.co.uk/downloads/rulebook2010.pdf) and [www.britishdressage.co.uk/competitions/rules](http://www.britishdressage.co.uk/competitions/rules) or on request from the BD office.

The following are prohibited substances:

Substances capable at any time of acting on one or more of the following mammalian body systems:

- the nervous system;
- the cardiovascular system;
- the respiratory system;
- the digestive system other than certain specified substances;
- for the oral treatment of gastric ulceration (See Note 1);
- the urinary system;
- the reproductive system (See Note 2);
- the musculoskeletal system;
- the skin (e.g. hyper-sensitising agents);
- the blood system;
- the immune system, (other than those in licensed vaccines against infectious agents);
- the endocrine system;
- Antipyretics, analgesics and anti-inflammatory substances;
- Cytotoxic substances;
- Endocrine secretions and their synthetic counterparts;
- masking agents.

A finding of a prohibited substance means a finding of the substance itself or a metabolite of the substance or an isomer of the substance or an isomer of a metabolite. The finding of any scientific indicator of administration or other exposure to a prohibited substance is also equivalent to the finding of the substance.

Note 1: Oral treatment by the histamine H2-receptor antagonists Ranitidine, Cimetidine and the proton pump inhibitor Omeprazole is permitted and will not necessitate the use of a medication form.



Note 2: Treatment of mares for oestrus-related behavioural problems is permitted with the substance altrenogest (Regumate) under the following conditions:

1. It is only permitted for mares with an oestrus-related behavioural problem.
2. The dose and duration of treatment must be in accordance with the manufacturers' recommendations.

**Note 2 will be reviewed annually.**

## Thresholds

Thresholds can only be adopted for:

Substances endogenous to the horse.

Substances arising from plants traditionally grazed or harvested as equine feed substances in equine feed arising from contamination during cultivation, processing or treatment, storage or transportation.

Thresholds shall be recommended by the **FEI Veterinary Committee**, after consultation with official analysts and veterinarians, and approved annually by the FEI General Assembly.

Details of thresholds which are not actionable can be obtained from British Dressage or seen on the FEI website: [www.fei.org](http://www.fei.org)

## Control of prohibited substances – foreword

The objective is to protect the integrity of equestrian sports through controlling the use of substances capable of giving a horse an advantage or disadvantage in an event, contrary to its natural abilities.

For any finding of a prohibited substance of possible endogenous nature, British Dressage may examine the horse further or subject the horse to additional tests. If carried out at the request of the Person Responsible, such further tests will be at his/her expense.

It is a contravention of the Regulations if the analysis of a sample taken from a horse shows the presence in any one of its tissues, body fluids or excreta of a prohibited substance. Sample means a sample from any part, or in contact with any part, of the horse.

In view of the rapid development of new drugs and pharmacological agents and of the changes in the methods of preparing horses for competition, the Regulations regarding medication control may be amended at any time.

Persons Responsible must be aware of the following:

(The Person Responsible shall be the competitor who rides the horse during an event, but the owner and other support personnel including but not limited to grooms and veterinarians may be regarded as additional Persons Responsible if they are present at the Event or have made a relevant decision about the horse.)

Labels on veterinary preparations, proprietary medicinal products, tonics, herbal remedies and manufactured compound feeds do not always list the constituents in full. They may therefore contain prohibited substances that would prevent their use in performance horses.

Many substances can be absorbed through horses' skin and be detected by an analytical laboratory.

The Person Responsible is responsible for the supervision of his/her horse at all times, irrespective of stable security.

The Organisers reserve the right to cause to be carried out at any time tests for international competitions and under equivalent procedures at National competitions in accordance with the Standard Operating Procedure prescribed in the Veterinary Rules of the FEI. A refusal to submit a horse for taking a sample for analysis shall constitute a break of this rule.

All matters under this rule resulting in referral for disciplinary action will be brought before the British Dressage DSC for national level and the BEF Disciplinary Committee for international level Appendix 4.



### Appendix 6

#### Prohibited substances – riders

Lists of prohibited substances are regularly updated and are available from the British Dressage Office and are on the website: **[www.100percentme.co.uk](http://www.100percentme.co.uk)**

Classes of prohibited substances include: stimulants, narcotics, cannabinoids, anabolic agents, peptide hormones, beta-2 agonists, anti-oestrogen agents, masking agents and corticosteroids.

Beware; medications to treat the following conditions may contain prohibited substances: asthma, coughs/colds, diarrhoea, hay fever, haemorrhoids, pain/inflammation.

Many prescription and over the counter medicines and supplements contain prohibited substances. Inform your doctor or pharmacist of the need to take only those substances that are permitted.

If in doubt regarding any medication or supplement, **contact [www.100percentme.co.uk](http://www.100percentme.co.uk) under check your medication.**

#### Warning

Strict liability means that a rider is responsible for any prohibited substance found in his/her system. The presence of a prohibited substance constitutes a doping violation.

If requested by an official appointed for the purpose by the Board, a rider must supply the required samples of body fluids for analysis. Failure to do so will be taken as if a positive result had been obtained.

**The BEF Anti-Doping Rules can be found on the BEF website at [www.bef.co.uk](http://www.bef.co.uk)**

## Appendix 7

### Child protection policy

#### Policy statement

British Dressage fully accepts its legal (The Children Act 1989) and moral obligation to provide a duty of care, to protect all children (and vulnerable adults) and safeguard their welfare, irrespective of age, any disability they have, gender, racial origin, religious belief and sexual identity. A child is defined as a person under the age of 18 (The Children Act 1989).

British Dressage is committed to encouraging all those connected with horse sports to be aware of the different types of abuse which exist, emphasising the responsibility that all adults working with children have and ensuring that all Officials, Coaches, Volunteers and Assistants do not put themselves in situations where their own behaviour could be called into question.

#### Policy aims

The aim of the British Dressage Child Protection Policy is to promote good practice:

- Providing children and young people with appropriate safety and protection whilst at British Dressage events;
- Allow all staff, officials, competitors and volunteers to make informed and confident responses to specific child protection issues.

#### Code of conduct

To ensure that all forms of abuse are prevented and to help protect people who work with children and young riders, the following guidelines must be followed by all staff, officials, competitors and volunteers:

- Always work in an open environment (eg avoid situations where you and an individual child are completely unobserved);
- Respect the rights, dignity and worth of all competitors and treat everyone with equality;
- Ensure the welfare of each child in the context of winning or achieving goals;
- Always promote the positive aspects of equestrianism and never condone rule violations or the use of prohibited substances;
- Ensure that if any form of manual/physical support is required, it should be provided openly. Children should always be consulted and their agreement gained. Some parents are becoming increasingly sensitive about manual support and their views should always be carefully considered;
- Recognise the developmental needs and capacity of children – avoid excessive training or competition and do not push them against their will;
- Secure parental consent in writing to act in loco parentis, if the need arises to administer emergency first aid and/or other medical treatment. Keep a written record of any injury that occurs, along with the details of any treatment given.

The following should be avoided except in emergencies. If cases arise where these situations are unavoidable it should be with the full knowledge and consent of someone in charge at an event or the child's parents. For example, if a child sustains an injury and needs to go to hospital, or a parent fails to arrive to pick a child up at the end of an event:

- Avoid spending excessive amounts of time alone with children away from others;
- Avoid taking or dropping off a child to an event;
- Allow allegations made by a child to go unchallenged, unrecorded or not acted upon;

## Appendices *(continued)*

- Do not do things of a personal nature for children or disabled adults that they can do for themselves. However, it may sometimes be necessary for adults to do things of a personal nature for children particularly if they are young or are disabled. These tasks should only be carried out with the full understanding and consent of parents/carers. If a person is fully dependent on you, talk with him/her about what you are doing and give choices where possible.
- Do not invite or allow children to stay with you at your home unsupervised.

Officials, competitors and volunteers should never:

- Engage in rough, physical or sexually provocative games;
- Allow or engage in any form of inappropriate touching;
- Allow children to use inappropriate language unchallenged;
- Make sexually suggestive comments to a child, even in fun.

If any of the following occur you should report this immediately to another colleague and record the incident.

You should also ensure the parents of the child are informed:

- If you accidentally hurt a child or young person;
- If he/she seems distressed in any manner;
- If a child misunderstands or misinterprets something you have done.

### **Use of photographic/filming equipment at sporting events**

There is evidence that some people have used sporting events as an opportunity to take inappropriate photographs or film footage of young and disabled sportspeople in vulnerable positions. All event officials and volunteers should be vigilant and any concerns should be reported to the Lead Welfare Officer at British Dressage.

There is no intention to prevent coaches and teachers using video equipment as a legitimate coaching aid. However, performers and their parents/carers should be made aware that this is part of the coaching programme and such films should be:

- a) stored securely;
- b) used only by the trainer/coach for training purposes;
- c) destroyed when the film is of no more value for training purposes or when requested to do so by the parent or carer.

### **Child abuse**

There are four recognised forms of child abuse:

- Physical (deliberately injuring a child or doing nothing to prevent it; also includes giving children alcohol or drugs);
- Neglect (failing to meet a child's basic needs for food, warmth, clothing or medical attention);
- Sexual (any sexual act between an adult and a child);
- Emotional (continuously failing to show love and affection to a child, including verbal abuse such as sarcasm, threats, criticism, yelling and taunting).

## Your responsibility

- 1) To recognise signs of abuse and take any necessary action to help the child;
- 2) To act on your concerns and do something about it;
- 3) To protect children in every way from abuse;
- 4) To protect yourself from allegations of child abuse.

## Further information

For confidential assistance or advice with any queries, concerns or incidents, please contact:

Karen Ryder, Lead Welfare Officer, on 02476 698840 or  
karenryder@britishdressage.co.uk  
mailto:karenryder@britishdressage.co.uk

**Ann Moreton, Assistant Lead Welfare Officer on 02476 698834 or  
annmoreton@britishdressage.co.uk**

For more information relating to Working with Children in Horse Sports, including the full Safeguarding and Protecting Children Policy, please see the British Dressage website: [www.britishdressage.co.uk](http://www.britishdressage.co.uk) or the British Equestrian Federation website: [www.bef.co.uk](http://www.bef.co.uk)

## Appendices *(continued)*

### Appendix 8

#### Equity and equal opportunities

With regard to equity, British Dressage:

- a) aims to ensure that all people, irrespective of race, gender, ability, ethnic origin, social status or sexual orientation, have equal opportunities to take part in equestrianism at all levels and roles;
- b) seeks to educate and guide the Federation's members, their employees and volunteers on the ownership, adoption and implementation of its equity plan;
- c) intends to raise awareness of Equity through the implementation of this policy and the adoption of an Equity Action Plan; and, as a result of this process;
- d) aims to monitor, review and evaluate progress in achieving the stated aims and objectives and to feed back to member bodies on progress made.

British Dressage will ensure that its recruitment and selection procedures are fair and transparent, and meet the appropriate legal requirements. Each member body will ensure its own procedures meet these requirements.

A shortened version of the safeguarding and protecting children policy can be found on the British Dressage website, a full version is available on the BEF website.

#### BEF Equality Statement

The BEF is fully committed to the principles of equality of opportunity and aims to ensure that no individual receives less favourable treatment on the grounds of age, gender, disability, race, ethnic origin, nationality, colour, parental or marital status, pregnancy, religious belief, class or social background, sexual orientation or political belief. This includes all those involved in whatever capacity – riders, drivers, vaulters, employees, coaches, officials, other volunteers and spectators.

The BEF will ensure wherever it is reasonable and within BEF's direct control that there is open access to all those who wish to participate in all aspects of equestrian activity and that they are treated fairly. We do this with firm belief in our mission statement of More People, More Places, More Medals and More Horses. We have at our heart our Equality policy supported by a Coaches Code of Conduct and effective communication with opportunities supported by fair, open and transparent recruitment and selection policies and procedures that follow the same principles.

All our member organisations have approved and adopted the BEF Equality Policy and are working to the same principles thereby influencing opportunities for 250,000 individual members and an industry that represents 4.3 million participants. Equality in equestrianism is about making sure everyone has a chance to be involved. It is also about encouraging and increasing the involvement of groups at all levels of equestrian activity by recognising that inequalities exist and taking steps to address them by creating opportunities where currently there are few available.

## Appendix 9

### Music licence

Dressage to Music – PPL Licence requirements.

The Licence that British Dressage have negotiated with PPL enables our members to use, according to the terms of the Licence, PPL repertoire music in affiliated Dressage to Music Competitions. However members can also use non PPL music. British Dressage Members wishing to take part in affiliated DTM classes must read the Licence Agreement and then read and sign the Sub-Licence Agreement which is attached to it. The Sub-Licence Agreement must then be sent to British Dressage as soon as possible. As well as the Sub-Licence Agreement members will also be required to forward a copy of the “Music Licence Record Form”. This Form records the nature and length of tracks that are on the members tape/CD/minidisc. You can check if your music is PPL or not by looking on the PPL repertoire list.

To obtain a PPL repertoire please phone or e-mail the Music Membership Officer at British Dressage.

If the source of the music is not shown on the PPL list, it should be assumed that it is non PPL and a note should be put on the music licence record form stating this.

If the label name cannot be found, a note stating that it has not been possible to source the music should be shown on the music licence record.

The label name that appears on the PLL repertoire list needs to be cross referenced with the label name that appears on your tape/CD.

PPL will not appear on the CD/tape anywhere.

There are always numerous pieces of information contained on a CD inlay card such as label, music publishing company, distributor etc. The label releasing the album can usually be found on either the spine of the CD or on the back cover near a P in a circle.

Once you have sent these forms in you will receive sticky labels back which you can use to display the information about the music you have used on Dressage to Music – PPL Licence requirements.

Novice and Elementary classes, including qualifiers, may be run in either a 20 x 40m or 20 x 60m arena. All classes from Medium upwards and Championship classes for all levels will be run in a 20 x 60m arena.

Riders competing as Music Members must upgrade to full membership and register the horse to compete in a Regional **Championships** or **any other** Championship.

## Appendix 10

### The scales of training

#### The way of going

Dressage is about retaining and developing each horse's natural athleticism. We want him to do the movements but not dourly and subserviently. We want him to be willing and gymnastic, and the way of going is just as important as achieving the technical requirements (such as halting four square). More and more emphasis is being put on the way of going, the quality of the work, and it is no longer sufficient to simply do the movements.

For the shoulder-in it is not just a matter of checking the angle and positioning but also whether the horse has rhythm. Suppleness, contact, impulsion, straightness and collection. Similarly for lengthened strides and the judge should ask not just: "was there lengthening?" but also: "was there rhythm, suppleness, contact, straightness?"

The most tried and tested ways of understanding the way of going are the German Scales of Training. These are what the riders in the most successful dressage nation in the world learn in their early years of riding and what the leading international judges talk about at the seminars they give.

Those Scales of Training are:

- Rhythm
- Suppleness
- Contact
- Impulsion
- Straightness
- and eventually, Collection

As a rule the training scales are approached in that order but there are times when one is skipped over to work on another. However, until the horse works with Rhythm, it will be difficult to make him Supple, and until Supple, Contact will be spasmodic and until the Contact is true, Impulsion will be illusive.

Also the scales should improve and be of a higher standard the more advanced the training. Therefore the suppleness accepted in a young novice horse as being good enough to start working more on the Contact and Impulsion will be much less than that expected in a horse that is advanced enough to learn flying changes.

#### Rhythm

Rhythm should be both:

1. Regular, that is correct for each pace.  
In the walk there should be four hoof beats – in a marching time.  
In the trot two hoof beats – the legs move in diagonal pairs plus a moment of suspension when all legs are off the ground.  
In the canter three hoof beats – only one diagonal pair move together and there is a moment of suspension.
2. The same tempo (speed of the rhythm) and this should have a pronounced beat to it. The horse should not speed up or slow down whether he is going around a corner or on a straight line, whether he is lengthening his strides or shortening them.

#### Suppleness

The aim is that the horse's muscles have tone and are free from resistance, his joints are loose and he does not tighten against the rider's aids. The muscles that are really important are those over the top line from the hind legs over the quarters, loins, in front of the wither and up to the poll.

The test of whether a horse is supple and working 'through' the back and neck is that when the rein contact is eased (as in a free walk) the horse wants to stretch forward and down and not try to hollow and lift his head.



## Contact

The ideal contact is a light, even, elastic feel in both reins and this is achieved by aids from the legs and seat, not the hands. The legs are applied as a driving aid, the horse steps under more and works 'through' those muscles along his top line – over the back, neck, through the poll and the rider feels the energy thus created in the reins. When the contact is established in this way his outline and steps will be 'round' not hollow, and in the trot and canter springy and not flat. The horse's hindquarters and forehand are connected by that band of muscles over the top line and the rider can feel this in his hands as there will be a lively forward tendency in the reins. The horse is then said to be 'connected'.

## Impulsion

This is the contained power of the horse. It is created in the hindquarters by getting him to take more energetic steps, to place his hind legs further under his body, and it is contained by the rein contact that stops him from using up this extra energy to simply go faster. Any resistance, tightening of muscles, ligaments and joints, will block this energy getting through so he must be supple and connected to be able to build up real impulsion.

Riders aim to create enough impulsion to develop the horse's ability and to show off his athleticism but not so much that it cannot be controlled. The skill of the rider is to create as much energy as can be contained without the horse starting to pull and speed up.

## Straightness

Horses, like humans, are born one sided and will tend to move forward with their bodies slightly curved. This crookedness can get worse if a rider sits to one side and / or keeps a stronger contact in one rein than the other.

When a horse is crooked it will be more difficult for him to stay balanced and develop impulsion.

The aim is that the hind legs step into the tracks of the forelegs both on a straight line and on a circle, and that the rider has an even feel in his reins.

## Collection

Dressage makes the horse a better ride, more manoeuvrable, more powerful and easier to control. To achieve this, his balance has to be changed as he has to adjust to carry the weight of the rider in the most efficient way. When he is first ridden he will carry most of the rider's weight on his forehand. This is cumbersome, he will tend to run faster when asked to lengthen his strides, he will find it difficult to stop quickly and will often lean on the rider's hands to keep his balance.

Through training the necessary muscles are built up and he is taught how to carry more and more weight on his hindquarters. This lightens his forehand, gives more freedom to move his shoulders and he will become an easier and more athletic ride.

Over time the horse is asked for more and more collection so his hind legs step further forward under his body and as he does this, the weight will be transferred backwards, he will be developing the carrying power of the hindquarters.

In Grand Prix this collection is such a high level that the horse can trot on the spot in piaffe or turn around practically on the spot in the canter pirouette. In Pony Club and Novice tests no collection is asked for but there are movements that start to develop the collection. These include when the horse comes into a halt or changes from lengthened strides to a working trot. As he stops or shortens his steps he should step more under his body with his hind legs and transfer a little more of his weight onto his hindquarters, this is the beginning of collection.

## Summary

The Scales of Training can be used as helpful checks on the way of going for the rider when doing a movement, for the judge when marking a movement, and the spectator when looking at a movement. When there is rhythm, suppleness, contact, impulsion, straightness and in the more advanced tests collection, the way of going is good.



## Appendix 11

### The welfare of the horse in dressage

#### General aim

The aim of this paper is to set out the British Dressage Strategy for the Welfare of the horse in the sport of dressage and the Action Plan to support that Strategy.

The Strategy must address policy formulation and implementation issues. The key to the success of the strategy is to educate all those in the sport about welfare and welfare related issues in accordance with the Welfare Action Plan. This will be achieved by a systematic process, covering every aspect of the sport from training to competing; Welfare is an issue for everyone in the sport.

Those in the sport of Dressage are very caring of their animals and welfare related incidents are usually due to a lack of knowledge and understanding. Therefore by adopting a more proactive approach to welfare and its implementation, we can help prevent these situations occurring.

#### Welfare action plan

The Welfare Action Plan has the following key strands. It is hoped and assumed that these will develop over time:

- Welfare Standing Committee
- Welfare Guidelines
- Technical Delegates
- Policy formulation and Implementation
- Education

##### 1. Welfare Standing Committee.

Aim for Welfare Standing Committee to meet annually and to operate within the agreed Terms of Reference at Annex G to this paper.

##### 2. General Welfare Guidelines and Guidelines to Organisers, Trainers and Judges The Welfare Guidelines attached at Annex A and B provide guidance on the implementation of the Welfare Strategy at Dressage Competitions for Organisers, Judges, Trainers and Competitors.

##### 3. Terms of Reference for Technical Delegates (Welfare)

Technical Delegates will at the outset only be deployed at Summer and Winter Regional Championships, Winter and National Championships and Premier League Competitions. Their Terms of Reference are set out at Annex C and should be read in conjunction with the FEI Stewards Manual.

##### 4. Policy formulation and implementation

In accordance with the Terms of Reference it will be for the Technical Committees ie Judges, Training etc to make policy recommendations on welfare issues relating to their areas of responsibility and to implement this policy. These policies will be reviewed annually by the Welfare Committee. It is formally requested that the Technical Committees should have a member whose specific responsibility is Welfare policy in that particular area and this person is to provide a report to the Welfare Committee annually.