

KBIS PONY CLUB BRANCHES PROPERTY AND PERSONAL ACCIDENT INSURANCE

Please read these Terms & Conditions and Schedule of Insurance and keep it in a safe place. Should any of the details on the Policy be incorrect, or change, please advise KBIS immediately.

The Insurance Contract

In return for payment of the premium shown in the Schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this insurance.

The Policy

The Policy is evidence of the contract of insurance between **You** and **Us**. It is made up of the following elements which should together be regarded as one document.

- the Schedule (which outlines the cover purchased)
- these Terms and Conditions,
- any subsequent endorsements that may be issued.

Please read them carefully and if they require any amendments please return them to KBIS Ltd for correction.

What You Need To Do Now

It is important that **You**:

- check that the cover **You** have requested is included in the Schedule;
- check that the information **You** have given **Us** is accurate;
- notify KBIS Ltd as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- comply with **Your** duties under each section and under the insurance as a whole.

Keep the Policy safe in case **You** need to refer to it.

Who Is Providing This Insurance

The insurance by this contract is underwritten by Convex Insurance UK Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

You can find this information on the Financial Conduct Authority's ("FCA's") website at www.fca.org.uk which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the Scheme if **Convex Insurance UK Limited** is unable to meet its obligations under this **Policy** of insurance. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Words With Special Meanings

Certain words will have the meanings shown in the Definitions on page 5 more specifically defined in a particular Section. Any word or expression to which a specific meaning has been attached in any part of this wording or the Schedule, shall bear such meaning wherever it may appear. Words in the masculine gender shall include the feminine.

Law Applicable To This Contract

This Policy shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Accessibility

Upon request, **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Insurance Product Information Document. If **You** require an alternative format **You** should contact **Your Broker** through whom this **Policy** was arranged.

IMPORTANT INFORMATION

Information you have given us

In deciding to accept this **Policy** and in setting the terms, including premium, **We** have relied on the information which **You** have provided to **Us**.

You have a duty to take reasonable care not to make a misrepresentation to **Us** by ensuring that all information **You** provide in answer to **Our** questions is true, accurate and complete. **You** must also take reasonable care to answer all the questions honestly and to the best of **Your** knowledge. When referring to "**Your Duty**" in this clause, we mean the duty to take reasonable care as fully described in this paragraph.

Your Duty also applies when **Your** policy is varied or renewed. When answering **Our** questions at each variation or renewal, **You** must not only give **Us** new information, but also information **You** have previously provided if it remains relevant to answer **Our** questions, whether or not it is exactly the same or there are changes, and even if the information arose during a previous policy period.

If **We** establish that **You** have broken **Your Duty** deliberately or recklessly, **We** will have the right to:

- a. treat this **Policy** as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If **We** establish that **You** have broken **Your Duty** carelessly, **We** will have the right to:

- i. treat this **Policy** as if it never existed, decline to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii. treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii. reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

1. give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
2. give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

This summary is provided for illustrative purposes to help **You** understand **Your Duty**. It is not intended to amend or disapply any of **Your** statutory rights and duties under the Consumer Insurance (Disclosure and Representations) Act 2012.

Change in circumstance

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any period of insurance. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

You should keep a record (including copies of letters) of all information **you** supply to **your** insurance advisor or **us** in connection with this contract of insurance. No change or modification to this **policy** shall be effective unless confirmed in writing by **your** insurance advisor.

We expect that the **amounts insured** will represent the full value of the **item insured**. If **you** are in any doubt speak to **your** insurance advisor.

Fraud

If **You** shall make any claim knowing such claim to be false or fraudulent as regards amount or otherwise, **We** will not pay the claim; and

- a) may recover from **You** any monies already paid by **Us** in respect of the claim; and
- b) may by notice to **You** treat this **Policy** as having been terminated from the time of the fraudulent act.

If **We** treat this **Policy** as having been terminated **You** will;

- i) have no cover under this **Policy** from the date of termination; and
- ii) not be entitled to any refund of premium.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Fair Processing Notice

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "We", "Us" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "You") when We are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from You or from other parties about You in connection with this Policy, will be used by Convex Insurance UK Limited for the purposes of determining Your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required, by law, to collect certain personal information about You, or because of any contractual relationship We have with You. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of Your personal information. Because We operate as part of a global business, We may transfer Your personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding Your personal information, under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of Your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If You have questions or concerns regarding the way in which Your personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com
Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF. United Kingdom

We are committed to working with you to obtain a fair resolution of any concern about privacy. If, however, you believe that we have not been able to assist with your concern, you have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how we process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

Cancellation

You are entitled to cancel this contract of insurance by writing to, or telephoning KBIS within fourteen (14) days of either:

- the date you receive this contract of insurance; or
- start of the **period of insurance**

whichever is the later.

If you cancel prior to the start of the **period of insurance** you will receive a full refund of premium.

If you cancel within fourteen (14) days of the start of the **period of insurance** we will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided you have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining **period of insurance** will be calculated from the date that we receive the notice of cancellation from you.

Cancellation (After the Cooling Off Period)

You can also cancel this policy at any time by writing to, or telephoning KBIS.

We will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided you have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining **period of insurance** will be calculated from the date that we receive the notice of cancellation from you.

Our Right to Cancel

We can cancel this policy by giving You thirty (30) days' written notice by recorded delivery at Your current address shown in the Schedule. This will only be done for a valid reason such as:

- a change in risk which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language to one of Our staff, agents or suppliers.

We will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided You have not made a claim. The amount refunded will be dependent on how long this Policy has been in force and any outstanding adjustments. The refund for the remaining period of insurance will be calculated with effect from thirty (30) days after written notice is sent.

Due Dilligence

You shall use due diligence and do and concur in doing all things reasonably practicable to:-

- prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- employ only competent Employees and to act in accordance with all statutory obligations and regulations.

You shall forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

Complaints

If **You** have any questions or concerns about this *insurance* or the handling of a claim, please contact KBIS. Our details are as follows:

KBIS Ltd.
Cullimore House,
Peasemore
Newbury
Berkshire RG20 7JN
United Kingdom
Tel: 0345 230 2323
Email: ask@kbis.co.uk

How To Make A Complaint

Step 1

Tell **Us** about it. There are different ways **You** can do that.

1. Communicate with **Your** usual contact at Convex being either **Your** Account Manager or Broker. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

You can contact **Us** by email, telephone, or letter.

2. Contact **Our** complaints team:
complaints@convexin.com
Tel: +44 (0)7919 603210
Convex Insurance UK Limited
52-54 Lime Street, London EC3M 7AG, United Kingdom

We will acknowledge **Your** complaint promptly and **We** will let **You** know who will be handling their complaint and provide **You** with their contact details.

Step 2

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get to **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Step 3

If **You** are not happy with **Our** response, or actions, and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further:

1. **You** may be eligible to refer the complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which **You** must contact the FOS (these limits have been mentioned previously in this Policy). Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of **Your** complaint, at the most, depending on what **You** have complained about. **You** should get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to **Your** complaint.

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

2. Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: lorraine@convexin.com or write to the following address:
Convex Insurance UK Limited
52 Lime Street London EC3M 7AF
United Kingdom

Our Commitment

All complaints are reported to, and overseen by, the Chief Compliance Officer. If **We** get a complaint or have done something wrong or failed to do something well, **We** will do our best to put it right and to learn from it by root cause analysis (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them then to address the causes of the complaints as explained further).

We will make sure that **We** investigate and establish what went wrong and why. **We** will then work out what **We** need to do to prevent that happening in the future and consider whether any other customers could have been affected. Irrespective of whether **We** have had complaints **We** will report regularly on complaints and root cause analysis and remediation in **Our** management information to the executive management committees and to the Board of Convex Insurance UK Limited.

DEFINITIONS

- 1) "Assured" or "Insured" or "You" or "Your" means the Branch of the Pony Club specified in the Schedule.
- 2) "Insured Property" means, in respect of Section 1 Sub-Section A hereof only, Trailers, Caravans (other than Motor Caravans), Portable Jumps, Cups and Trophies, Dressage Boards, Markers, Stakes, Poles, Ropes, Public Address Systems, Marquees/Tentage and associated Contents, Starting Pistols and other like equipment, all the property of the Assured or in the Assured's care, custody or control.

"Insured Property" means, in respect of Section 1 Sub-Section B hereof only, any Vehicle belonging to a Committee Member, Accredited Official or Instructor of the insured Branch of the Pony Club.
- 3) "Vehicle" means any motor car, motor van, motorised horsebox, motorised caravan or motor cycle.
- 4) "Bodily Injury" means identifiable physical injury which:-
 - (a) is caused by an Accident, and
 - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the disablement of the Insured Person within 12 months from the date of the Accident or, in respect of Section 3 only, occasions the death or disablement of the Insured Person within 12 months from the date of the Accident.
- 5) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 6) "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
- 7) "Permanent Total Disablement" means:-
 - (a) in respect of Section 2 hereof, disablement which entirely prevents the Insured Person from attending to his usual occupation or any occupation for which he is fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement

or, in respect of Insured Persons normally attending full-time education, disablement which causes the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
 - (b) in respect of Section 3 hereof, disablement which entirely prevents the Insured Person from attending to his usual occupation or any occupation for which he is fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
- 8) "Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 9) "Medical Expenses" means expenses necessarily incurred by the Insured Person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 10) "Air Travel" means being in on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 11) "Insured Person" means:-
 - (a) in respect of Section 2 hereof, individual members (aged up to and including 25 years of age) of the Branch of the Pony Club specified in the Schedule.
 - (b) in respect of Section 3 hereof, instructors, officials and voluntary helpers at Pony Club sanctioned activities organised and/or run by the Branch of the Pony Club specified in the Schedule.
- 12) "Assisting" means organising, officiating at, stewarding at, instructing at, setting up and running and includes course building (show jumps and cross-country fences) only.
- 13) "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer equipment.
- 14) "Cyber Incident" means:
 - a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer equipment; or
 - b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer equipment
- 15) "Data" means data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by computer equipment.
- 16) "We / Us / Our / Insurer" means Convex Insurance UK Ltd.

SECTION 1 - PHYSICAL LOSS OF OR DAMAGE TO PROPERTY

Sub-Section A: Property Owned by the Branch or Property in the Branches' Care, Custody or Control

(included only if specified as being so in the Schedule).

The Insurers hereby agree, to the extent and in the manner herein provided, that if, during the Period of Insurance, the Insured Property is physically lost, destroyed or damaged other than by a cause herein excluded, whilst within the Geographical Limits, the Insurers will pay to the Assured:-

- a) in respect of Insured Property temporarily hired to the Assured under contract (up to but not exceeding 30 days in the Period of Insurance), the amount required to replace the property in a condition equal to but not better or more extensive than its condition when new.
- b) in respect of Insured Property other than as described in (a) above, the value of the property at the time of the happening of the loss or destruction or the amount of the damage.

Provided always that:-

- a) the liability of the Insurers in respect of any one loss or in the aggregate in the Period of Insurance shall in no case exceed the Sum Insured set forth for Section 1 Sub-Section A in the Schedule.
- b) the Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the Insured Property.

GEOGRAPHICAL LIMITS

Anywhere in the United Kingdom and up to 30 days anywhere in the World.

EXCLUSIONS

This Insurance does not cover:-

- 1) loss, destruction or damage caused by:-
 - (a) moth, vermin, wear, tear, gradual deterioration, damp, mildew, rust, oxidisation, electrical or mechanical breakdown or derangement or damage to tyres.
 - (b) scratching, denting or bruising.
 - (c) loss from unattended vehicles unless:-
 - (i) from locked boot, or
 - (ii) if an estate car, property kept out of sight in locked vehicle.
 - (d) the actual process of dyeing, cleaning, repair or renovation.
 - (e) delay, loss of market or consequential loss of any kind.
 - (f) climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
 - (g) infidelity of cup and/or trophy holders and/or winners.
 - (h) infidelity of persons or Organisations hiring or borrowing Insured Property from the Assured.
 - (i) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2) loss, destruction or damage to:-
 - (a) Buildings or Small Huts of any description.
 - (b) Money, Cash, Currency, Bank Notes, Credit Cards, Negotiable Documents or Stamps.
 - (c) Articles of a brittle nature unless caused by burglars, thieves or fire.
 - (d) Guns caused by rusting or bursting of barrels.
 - (e) Horses, Ponies or other Livestock.
 - (f) Jumps whilst in use.
 - (g) Saddlery or Tack.
 - (h) Motor vehicles.

- 3) (a) the first £125.- of each and every loss, destruction or damage to caravans or trailers.
- (b) the first £125.- of each and every loss, destruction or damage to Insured Property not specified in (a) above whilst left unattended and not contained in a locked building, caravan or similar structure.
- (c) the first £75.- of each and every loss, destruction or damage to Insured Property not specified in (a) above at all times not specified in (b) above.
- 4) any loss, destruction or damage which at the time of the happening of such loss, destruction or damage is insured by or would, but for the existence of this Insurance, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

Sub-Section B: Damage to Motor Vehicles

(included only if specified as being so in the Schedule).

The Insurers hereby agree, to the extent and in the manner herein provided, that if, during the Period of Insurance, the Insured Property sustains accidental external visible damage caused directly or indirectly by a horse/pony or horse/pony drawn vehicle whilst at the site of any official Pony Club activity only (excluding whilst travelling thereto or therefrom), within the Geographical Limits, the Insurers will pay to the Assured the cost of repair of such damage to the Insured Property.

Provided always that :-

- a) the repair to the Insured Property shall reinstate the Insured Property to its condition directly before the occurrence of the damage and shall not improve upon its condition prior thereto.
- b) the liability of the Insurers in respect of any one loss or in the aggregate in the Period of Insurance shall in no case exceed the Sum Insured set forth for Section 1 Sub-Section B in the Schedule.
- c) the Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the Insured Property.

BENEFITS

GBP 1,500 per vehicle GBP 10,000 any one activity

GEOGRAPHICAL LIMITS

Anywhere in the United Kingdom and up to 30 days anywhere in the World.

EXCLUSIONS

This Insurance does not cover:-

- 1) loss, destruction or damage caused by:-
 - (a) moth, vermin, wear, tear, gradual deterioration, damp, mildew, rust, oxidation, electrical or mechanical breakdown or derangement or damage to tyres.
 - (b) delay, loss of market or consequential loss of any kind.
 - (c) climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
 - (d) infidelity of persons or Organisations hiring or borrowing Insured Property from the Assured.
 - (e) or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2) the first £100.- of each and every damage.

SECTION 2 - MEMBERS PERSONAL ACCIDENT

(included only if specified as being so in the Schedule and applicable separately in respect of each Insured person).

The Insurers hereby agree, to the extent and in the manner herein provided, that if the Insured Person sustains Bodily Injury during the Period of Insurance whilst attending an official Pony Club activity only including all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person according to the Schedule of Compensation after the total claim shall be substantiated hereunder.

Provided always that:-

- 1) the total sum payable under this Insurance in respect of any one or more Accidents to the Insured Person shall not exceed in all the sum insured specified in the Schedule of Compensation.
- 2) the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.

SCHEDULE OF COMPENSATION

- | | |
|--------------------------------|-----------|
| 1) Permanent Total Disablement | £30,000.- |
|--------------------------------|-----------|

EXCLUSIONS

This Insurance does not cover disablement directly or indirectly arising out of or consequent upon or contributed to by:-

- 1) the Insured Person driving or riding on motorcycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in or taking part in hunting on horseback.
- 3) the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 4) attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
- 7) the death of the Insured Person.
- 8) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.

SECTION 3 - INSTRUCTORS, OFFICIALS AND VOLUNTARY HELPERS PERSONAL ACCIDENT

(included only if specified as being so in the Schedule and applicable separately in respect of each Insured Person).

The Insurers hereby agree, to the extent and in the manner herein provided, that if the Insured Person sustains Bodily Injury during the Period of Insurance whilst Assisting at any official Pony Club activity only including all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the Schedule of Compensation after the total claim shall be substantiated hereunder.

Provided always that:-

- 1) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident.
- 2) If payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
- 3) The total sum payable under this Insurance in respect of any one or more Accidents to the Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Compensation, except that the Insurers will in addition pay Medical Expenses.
- 4) If an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
- 5) Compensation shall only be payable under items of the Schedule of Compensation if:-
 - (a) under item 1, death occurs within twelve months of the date of the Accident.
 - (b) under items 2 to 6 inclusive, loss occurs within twelve months of the date of the Accident.
 - (c) under item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.
 - (d) under item 8, the Insured Person is over the age of 16 years.

SCHEDULE OF COMPENSATION

1) Accidental Death	£20,000
but in respect of Insured Persons aged under 16 years of age	£ 5,000
2) Total and Irrecoverable loss of sight of both eyes	£20,000
3) Total and Irrecoverable loss of sight of one eye	£10,000
4) Loss of two limbs	£20,000
5) Loss of one limb	£10,000
6) Total and Irrecoverable loss of sight of one eye and loss of one limb	£20,000
7) Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	£20,000
8) Temporary Total Disablement	£150 - per week
during such disablement but not beyond 52 weeks from the date on which the Insured Person first became disabled. Excluding the first 7 days of each and every disablement.	

Medical Expenses incurred in respect of item 8 will be paid in addition by the Insurers up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such Medical Expenses the Insured Person shall recover any payment under any other insurance, the Insurers shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Item 8 of the Schedule of Compensation.

CONDITIONS PRECEDENT TO INSURERS' LIABILITY

It is a condition precedent to Insurers' liability hereunder that full protective clothing, consisting of specially designed chain saw helmet, goggles, padded trousers, mittens and boots, are worn by the Insured Person when using a chain saw whilst Assisting at an official Pony Club Activity or official training/practice session thereof.

EXCLUSIONS

This Insurance does not cover death or disablement or expense directly or indirectly arising out of or consequent upon or contributed to by:

- 1) the Insured Person driving or riding on motorcycles or motor scooters other than mopeds.
- 2) the Insured Person engaging in or taking part in hunting on horseback or driving or riding in any kind of race.
- 3) the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 4) suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
- 5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.
- 7) neurosis, psychoneurosis, psychopathy, psychosis, anxiety, stress or mental or emotional disease or disorder of any kind.

GENERAL EXCLUSIONS

- 1) This Insurance does not cover loss or destruction of or damage to Insured Property or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any death or disablement directly or indirectly caused by or contributed to by or arising from:-
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) This Insurance does not cover death, disablement, loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3) This Insurance does not cover:
 - a) any Cyber Act; or
 - b) any Cyber Incidentincluding any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident and
 - c) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 4) Notwithstanding any provision to the contrary within this insurance or any endorsement hereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This condition also excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense or death or disablement or injury is not covered by this insurance the burden of proving the contrary shall be upon the Assured/Insured Person.

In the event any portion of this condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) Notwithstanding anything in this Insurance or in any extensions hereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of Contingencies insured against) this Insurance does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of civil commotion.
- 6) It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 7) This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2;or from any fear or threat of a), b) or c) above.

GENERAL CONDITIONS

- 1) In respect of loss, destruction or damage to Insured Property under Section 1 this Insurance is subject to the condition of average, that is to say:-
 - a) in respect of Insured Property temporarily hired to the Assured under contract, if the replacement cost of such Insured Property (as provided for herein) shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property as set forth in the Schedule, the Assured shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total replacement cost of such Insured Property.
 - b) in respect of Insured Property other than as described in (a) above, if the value of such Insured Property shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such Insured Property as set forth in the Schedule, the Assured shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total value of such Insured Property.
- 2) In respect of Insured Property, the Insurers shall be entitled at their sole option to replace or repair or pay for any item or any part thereof lost, destroyed or damaged whether wholly or in part.
- 3) In the event of loss, destruction or damage to Insured Property the Sum Insured set forth for Section 1 Sub-Section A in the Schedule shall be reinstated from the time that the repair or replacement of the damaged property is commenced.
- 4) In respect of death or disablement if the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable hereunder in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 5) The Assured shall, as soon as reasonably practical, give to the Insurers notice in writing, with full particulars of the happening of any occurrence of loss, destruction or damage to Insured Property likely to give rise to a claim hereunder and shall give to the Insurers such assistance as they may reasonably require.
- 6) Notice must be given to the Insurers as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to Insurers' Liability to pay compensation to the Insured Person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the person of the Insured Person.

- 7) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8) Should electronic data processing media insured by this Insurance suffer physical loss or damage insured by this Insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Insurance does not insure any amount pertaining to the value of such electronic data to the Assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.
- 9)
 - a) The Insured undertakes that premium will be paid in full to the Insurers within 60 (sixty) days of inception of this Policy (or, in respect of instalment premiums, when due)
 - b) If the premium due under this contract has not been so paid to the Underwriters by the 60th (sixtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) the Underwriters shall have the right to cancel this contract by notifying the Policyholder via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk, but the full contract premium shall be payable to Underwriters in the event of a loss or claim prior to the date of termination which gives rise to a valid claim under this Policy.
 - c) It is agreed that the Underwriters shall give not less than 15 (fifteen) days' prior notice of cancellation to the Policyholder via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.
 - d) If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of this clause which will remain in full force and effect.