

KBIS – BRITISH EVENTING - PERSONAL ACCIDENT INSURANCE TERMS & CONDITIONS

Please read these Terms & Conditions and Certificate 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 Certificate, **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 Certificate (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 Certificate;
- 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.

Words With Special Meanings

Wherever words appear in bold in this **Policy** they will have the meanings shown in the Definitions on pages 4 and 5 unless 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 Certificate, shall bear such meaning wherever it may appear.

Law Applicable To This Contract

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and 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 (IPID). 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** 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** 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** makes 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.

Fraud

If the **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

The **Insurer** 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

Third Parties Rights

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from the Act.

SECTION A - DEFINITIONS

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs within the Geographical Limits 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.
Accident also includes disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the **Insurer** that leads them inevitably to the conclusion that the **Insured Person** has sustained **Bodily Injury** and that such injury caused their death, the **Insurer** shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living.
2. **Air Travel** means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
3. **Annual Salary** shall mean annual gross basic salary in the 12 months immediately preceding the date of the **Accident** and shall be deemed to exclude remuneration received in respect of bonuses, commission, overtime and the like.
4. **Benefit Period** means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** benefit is payable, after deduction of the **Excess Period**.
5. **Bodily Injury** means identifiable physical injury which:
 - (i) is caused by an **Accident** during the **Period of Insurance**, and
 - (ii) solely and independently of any other cause, except **Illness** directly resulting from such injury, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within 12 months from the date of the **Accident**.
5. **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.
6. **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.
7. **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.
8. **Dental Treatment** means necessary **Dental Treatment** performed by a qualified dental practitioner, including the repair or provision of **Dentures**, following loss of or damage to the **Insured Person's** teeth or **Dentures** caused by an **Accident**.
9. **Dentures** means **Dentures**, capped teeth, plates and other orthodontic work.
10. **Excess Period** means the period at the commencement of each **Benefit Period** during which the benefit is not payable.
11. **Gross Weekly Wage** means 1/52nd of average **Annual Salary**.
12. **Illness** shall mean illness of the Insured Person which declares itself within the Geographical Limits during the Period of Insurance and occasions the total disablement of the Insured Person within 12 months after declaring itself
13. **Insured Person** means the **Insured Person(s)** listed in the Certificate of Insurance.
14. **Loss of 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.
15. **Loss of Sight** means the permanent and total loss of sight which shall be considered to have happened: -
 - a) In both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
 - b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen Scale a fully qualified ophthalmic specialist.

16. **Medical Expenses** means expenses properly incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplied and ambulance hire.
17. **Period of Insurance** means the period stated in the Certificate.
18. **Permanent Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to any occupation suited by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 days period, it is reasonably certain that such disability will persist throughout the lifetime of the **Insured Person**.
19. **Sum Insured** and/or **Benefit** means the limit of **Insurer's** liability, as shown on the certificate of insurance and any attaching endorsement.
20. **Temporary Total Disablement** means disablement which temporarily and entirely prevents the **Insured Person** from attending to his usual business or occupation but not beyond 104 weeks from the date on which the **Insured Person** first becomes disabled and excluding the first 21 days of each and every disablement.
21. **Terrorism** means an act of series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
22. **United Kingdom** means **United Kingdom**, Isle of Man, Channel Islands (placed locally with a licenced intermediary) excluding Jersey.
23. **We / Us / Our / Insurer** means Convex Insurance UK Ltd.
24. **You / Your / Insured Person** means the person named on the Certificate whose minimum age at inception is sixteen (16) years and the maximum age at inception is seventy five (75) years.

SECTION B - GENERAL CONDITIONS

The **Insurer** agrees, to the extent and in the manner herein provided, that:-

1. if the **Insured Person** sustains **Bodily Injury**, during the **Period of Insurance**, they will pay to the **Insured Person**, or to the **Insured Person's** Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.
2. they will indemnify the **Insured Person**, up to but not exceeding the limit specified in the Schedule of Benefits, for the cost of **Dental Treatment** performed within 12 months of the date of the **Accident**.
3. If the **Insured Person** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the **Insurer** and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as the **Insurer** may require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising out of or in the course of such occupation.
4. Notice must be sent to KBIS as soon as practicable of any **Accident** to the **Insured Person**. In no case will the **Insurer** be liable to pay benefits to the **Insured Person** or to their representatives unless the medical adviser or advisers appointed by the **Insurer** for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the **Insured Person**.

Provided always that:

1. benefit shall not be payable under more than one of the items of the Schedule of Benefits as a result of one **Accident**. This condition does not apply in respect of **Dental Treatment** by Item 8 of the Schedule of Benefits.
2. no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly benefit, 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 claims to an **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of the items contained in the Schedule of Benefits, according to the level of cover specified in the Certificate as being applicable in respect of the **Insured Person**, or added to this Insurance by endorsement, except that the **Insurer** will in addition pay for **Dental Treatment** and **Medical Expenses** as provided within the Terms and Conditions or as shown on the Certificate of Insurance.

4. If Item 1 of the Schedule of Benefits is not covered then no claim shall be payable, other than for weekly benefit and **Medical Expenses**, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
5. if an **Accident** causes the death of the **Insured Person** within 12 months following the date of the **Accident** and prior to the definite settlement of the benefits for disablement provided for under Items 2 to 6 inclusive of the Schedule of Benefits, only the Accidental Death benefit (Item 1 in the Schedule of Benefits) will be payable..
6. benefit shall only be payable under the items of the Schedule of Benefits if:
 - (i) under Item 1, death occurs within 12 months of the date of the **Accident**.
 - (ii) under Items 2 to 5, Loss occurs within 12 months of the date of the **Accident**.
 - (iii) under Item 6, the **Insured Person** becomes totally disabled within 12 months of the date of the **Accident** and such disablement lasts for 12 months.
 - (iv) under Item 8:-
 - (a) the repair or replacement of **Dentures** is to original prescription only.
 - (b) the necessary **Dental Treatment** is not available under the National Health Service.

SECTION C - SCHEDULE OF BENEFITS & RIDING ACTIVITIES

This Schedule of Benefits shall apply separately in respect of each **Insured Person** for **Accident**.

Benefits		Tier Options		
		Level 1	Level 2	Level 3
1.	Accidental Death	£20,000	£40,000	£80,000
2.	Loss of Sight in One Eye (due to Accident)	£10,000	£20,000	£40,000
3.	Loss of Sight in Both Eyes (due to Accident)	£20,000	£40,000	£80,000
4.	Loss of One Limb (due to Accident)	£10,000	£20,000	£40,000
5.	Loss of Two Limbs (due to Accident)	£20,000	£40,000	£80,000
6.	Permanent Total Disablement (due to Accident)	£40,000	£80,000	£160,000
7.	Temporary Total Disablement (due to Accident)	£250 per week	£500 per week	£750 per week
8.	Dental Expenses (due to Accident)	£2,500	£2,500	£2,500

You will only be covered for the riding activities according to the option selected in the Schedule of Benefits. The group, as defined in the Certificate, will cover for the following activities:

- Group 1 Activities – Up to and including Novice Eventing;
- Group 2 Activities – Above Novice Eventing;

including all other equestrian activities with the exception of:

- Racing under any form of rules,
- Stunt Riding.

Loss of Equipment

We will pay a maximum of £500, following deduction of the excess of £100, for loss or damage to clothing or riding equipment (safety hats, body protectors, air jackets) if an **Accident** occurs which necessitates removal of such items.

Increased Travel Expenses

We will pay a maximum of £5,000, following deduction of the excess of £100, in respect of increased travel expenses incurred by the policyholder in respect of repatriation following an accident. This benefit is only payable for costs not covered by any other insurance policy, such as a travel insurance.

SECTION D - EXCLUSIONS

This Insurance does not cover claims in any way caused or contributed to by:

1. War, whether war be declared or not, hostilities or any act of war or civil war;
2. The actual or threatened malicious use of Pathogenic or poisonous biological or chemical materials;
3. Nuclear reaction, nuclear radiation or radioactive contamination;
4. The **Insured Person** engaging in or taking part in armed forces service or operations, other than reserve or volunteer training;
5. The **Insured Person** engaging in flying of any kind other than as a passenger;

6. The **Insured Person's** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence);
7. The **Insured Person's** own criminal act, or whilst engaged in or taking part in civil commotions or riots of any kind.
8. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
9. The **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
10. The **Insured Person** being under the influence of alcohol or drugs;
11. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
12. Wear, tear or gradual deterioration of teeth or **Dentures**.
13. The cost of fitting or the cost of making good faulty workmanship or design of **Dentures**.
14. Dental treatment involving the use of precious metals.
15. **Bodily Injury** or **Dental Treatment** in respect of any person under the age of 16 years or over the age of 75 years.
16. **Illness** other than **Illness** arising from an **Accident**.
17. **Temporary Total Disablement** in respect of any person under 16 years of age.
18. The **Insured Person** whilst riding or driving in any kind of race.
19. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
20. The **Insured Person** being in a state of insanity, whether temporary or otherwise.
21. Physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered, and was known to suffer, prior to the commencement of this Certificate, or prior to the date of addition to this Certificate, whichever is the later.
22. The **Insured Person** undertaking any stunt riding or activity related to stunt riding.
23. a) any **Cyber Act**; or
b) any **Cyber Incident**
including 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.
24. 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.

SECTION E - GEOGRAPHICAL LIMITS & OPERATIVE TIME

Geographical Limits - **Accidents** occurring anywhere in the World.

Operative Time - This insurance shall only cover the **Insured Person** for **Bodily Injury** sustained whilst engaged in equestrian activities (riding, handling, caring for horses) and includes cover whilst travelling to and from equestrian events and training locations.

SECTION F - MEMORANDUM

Prior Disability

If the result 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 benefit payable under this Insurance in respect of the result of the **Accident** shall be the amount which it is reasonably considered would have been payable if such result had not been so aggravated.

SECTION G – CANCELLATION (COOLING OFF)

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

- the date the **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 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** 30 days' written notice by recorded delivery at **Your** current address shown on the Certificate. 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 30 days after written notice is sent.

SECTION H – PREMIUM PAYMENT CONDITION

- a) **You** undertake that premium will be paid in full to **Us** within sixty (60) 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 **Us** by the sixtieth (60th) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) **We** shall have the right to cancel this contract by notifying **You** via the broker in writing. In the event of cancellation, premium is due to **Us** on a pro rata basis for the period that **We** are on risk, but the full contract premium shall be payable to **Us** 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 **We** shall give not less than 15 days' prior notice of cancellation to **You** via the broker. If premium due is paid in full to **Us** 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.

SECTION I - HOW TO MAKE A CLAIM

1. Notice must be given to KBIS as soon as reasonably practicable of any **Accident** which causes or may cause disablement or necessitate **Dental Treatment** 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 or dental practitioner as appropriate.
2. Notice must be given to KBIS as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.
3. 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 the **Insurer** and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be necessary to make examination of the person of the **Insured Person**.

You need to complete a claim form for the incident in question. **You** can notify KBIS of a claim and obtain a claim form by calling 0345 230 23230 or email ask@kbis.co.uk.

Your Doctor may charge the Insured a fee for completing a claim form, the policy does not cover this cost.

SECTION J - HOW DO I MAKE A COMPLAINT?

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have not provided the best possible service or made an error, then please advise **Us** in the first instance. **We** will take **Your** complaint seriously and do **Our** best to investigate and resolve it as quickly as possible. **We** have established the following complaints handling procedure to ensure that this happens.

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

In all communications the Certificate number should be quoted.

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.

SECTION K - FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

KBIS Ltd and Convex Insurance UK Limited are covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation from the Scheme if insurers are unable to meet our obligations under this contract 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