



EQUESTRIAN MASTERPLAN INSURANCE

EFFECTED THROUGH

KBIS British Equestrian Insurance
Cullimore House
Peasemore
Newbury
Berkshire
RG20 7JN

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Introduction

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 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.

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 6 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 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.

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.

Observance of Terms

The due observance of the terms, provisions and conditions of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers to make any payment under this Insurance.

The Insured's attention is particularly drawn to General Condition 4 – Due Diligence.

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.

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.

How to make a claim

Section 1 and Section (Money)

1. **You** shall notify KBIS Ltd giving full details of what has happened:
 - a) as soon as reasonably practicable but in any event no later than 30 days of discovery (other than for riot);
 - b) as soon as reasonably practicable but in any event no later than 7 days of discovery in respect of riot or theft;

The following contact details are to be used for notification for 1 and 2 above:

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

2. **You** must as soon as reasonably practicable but in any event no later than 7 days after receipt, forward to KBIS, if a claim for liability is made against **You** or a Passenger, any letter, claim, writ, summons or other legal document that **You** or Passenger receives.
3. **You** or the Passenger must not admit liability or offer or agree to settle any claim without **Our** prior written permission.
4. **You** must advise **Us** as soon as reasonably practical **You** or a Passenger has knowledge of any impending prosecution, inquest or fatal accident enquiry which may give rise to a claim under this insurance.
5. Inform the Police within 24 hours of the discovery of a loss caused by riot, civil commotion, malicious persons or theft;
6. **You** shall give to **Us** all such information and assistance as **We** may reasonably require.
7. **We** shall be entitled to conduct the defence of any claim in **Your** name or the Passenger's name and take any action **We** consider necessary to enforce **Our** rights or **Your** rights or the rights of a Passenger under this insurance.
8. **You** shall take all reasonable precautions to protect the property insured from further damage and take any action reasonably practicable to minimise or avoid further damage.
9. On the happening of loss or damage for which a claim is or may be made under this **Policy**, **We** may:
 - a) enter take or keep possession of the **Premises** where such loss or damage has occurred;
 - b) take possession of, or require to be delivered to **Us** the insured property;
 - c) deal with such property for all reasonable purposes and in any reasonable manner without incurring any liability or diminishing any of **Our** rights under this **Policy**.

No property may be abandoned to **Us**.

For these Claims Procedures "**We**" also means any loss adjuster nominated by **Us** and acting on **Our** behalf.

How to make a claim – Sections 4

1. **You** shall notify KBIS Ltd as soon as reasonably practicable of any Accident or Illness 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. **You** shall notify KBIS Ltd 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 **Us** or on **Our** behalf. Any such medical adviser is to be allowed as often as may be deemed necessary to make examination of the person of the Insured Person, for the purpose of reviewing the claim.

General Definitions

Burglars / Thieves / Fire

Cyber Act shall mean 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.

Cyber Incident shall mean

- 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

Data shall mean 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.

Excess shall mean the amounts specified in the Schedule which **You** shall pay in respect of all damages, compensation, claimants costs, legal costs, defence costs and expenses before **We** shall be liable to make any payment. The **Excess** shall apply to each and every loss.

Geographical Limits shall mean United Kingdom, the Channel Islands, the Isle of Man, German Bases of Her Majesty's Forces and whilst temporarily elsewhere in the world for up to 60 days in all during the Period of Insurance. (Not applicable to Section 4 which has its own definition).

Insured Property shall mean the property owned by the Insured and noted on the certificate of insurance

Sum Insured shall mean the insured value of the insured property as noted on the certificate of insurance.

Terrorism shall mean 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.

We / Us /Our / Insurers shall mean Convex Insurance UK Ltd.

You / Your / Insured shall mean the person or persons, organisation or company named on your schedule as policyholder(s)

Section 1 - Physical Loss or Damage

SECTION DEFINITION

"Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

COVER

The Insurers agree to indemnify the Insured and any member of the Insured's family permanently residing with the Insured against physical loss of or damage to the Insured Property specified in the Schedule (such property belonging to the Insured or any such member of the Insured's family) occurring during the Period of Insurance within the Geographical Limits up to but not exceeding in respect of each item the Sum Insured set forth in the Schedule.

EXCLUSIONS

The Insurers will not pay for:

1. loss or damage caused by damp, mildew, oxidisation, moth, vermin, any gradually operating cause, wear and tear or mechanical or electrical faults or breakdown.
2. damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation.
3. loss by delay, loss of market or consequential loss of any kind.
4. breakage of articles of a brittle nature (unless such breakage is caused by fire or theft) or breakage of glass.
5. loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
6. loss from unattended vehicles unless from a locked luggage boot, concealed luggage compartment or glove compartment and following forcible and violent entry to the vehicle.
7. damage to tyres.
8. loss of or damage to clippers.
9. any loss or damage occurring whilst the Insured Property is being used in connection with any business or used for hire and reward.
10. loss or damage from the Insured's premises by theft or any attempt thereat unless following forcible and violent entry to or exit from the said premises.
11. the amount specified herein as the Excess which shall be deducted from each and every loss or damage hereunder.
12. loss of or damage to saddles caused by negligence or wear and tear.

EXCESS

| | |
|--|---|
| Item 1. Saddlery and Tack | £100 |
| Item 2. Riding Clothing | £100 |
| Item 3. Horse drawn vehicles (including harness, whips and accessories used in connection therewith) | £250 |
| Item 4. Horse trailers | £200 in respect of loss or damage by Theft or any attempt thereat. £150 in respect of loss or damage by any other cause not herein excluded. |

MEMORANDA

1. Underinsurance

If the Insured is under insured, which means the value of the Insured Property is more than the sum insured for the Property as set forth in the Schedule then the Insurers will only pay a proportion of the claim. For example if the said sum insured only covers one half of the value of the Property the Insurers will only pay one half of the cost of repair or replacement.

2. Replacement

The Insurers shall be entitled at their sole option to replace or repair or pay for any item or any part thereof lost or damaged whether wholly or in part.

3. Basis of Settlement

In the event of the total loss or destruction of any article the basis of settlement shall be the cost of replacing the article new, provided that the article is substantially the same as but not better than the original article when new and that the Insured incurs the cost of replacement. This basis of settlement shall not apply in respect of Riding Clothing or Horse trailers where the Insurers will deduct an amount off for wear and tear and depreciation from the costs of any replacement or repair

4. Trailers

It is a condition precedent to the liability of the Insurers in respect of loss or damage to Horse trailers by Theft or any attempt thereat that the Horse trailer:

- (i) is fitted with a wheel clamp or other security device approved by the Insurers or is in a securely locked building while not in use or while at shows, events or gymkhanas.
- (ii) is fitted with a hitch lock while at shows, events and gymkhanas other than whilst attached to the towing vehicle.

OPTIONAL EXTENSIONS (included only if specified as "Included" in the Schedule)

1. Horse drawn vehicles used for Hire and Reward.

In consideration of the payment by the Insured of an additional premium, which has been included in the Premium specified in the Schedule, Exclusion 9. above is deemed not to apply in respect of loss or damage occurring while the Horse drawn vehicle is being used for Hire and Reward within the United Kingdom providing that the number of occasions on which the said vehicle is used for Hire and Reward shall not exceed 10 during the Period of Insurance.

It is further understood and agreed in respect of this extension that, notwithstanding anything contained herein to the contrary:-

- (i) the Insurers will not pay for the first £300.00 of each and every loss or damage occurring at such times.
- (ii) the Insurers will not pay for loss or damage to the Horse drawn vehicle arising out of Theft by the hirer thereof.

2. Horse trailers used for Hire and Reward.

In consideration of the payment by the Insured of an additional premium, which has been included in the Premium specified in the Schedule, Exclusion 9. above is deemed not to apply in respect of loss or damage occurring while the Horse trailer is being used for Hire and Reward within the United Kingdom providing that the number of occasions on which the said trailer is used for Hire and Reward shall not exceed 10 during the Period of Insurance.

It is further understood and agreed in respect of this extension that, notwithstanding anything contained herein to the contrary:-

- (i) the Insurers will not pay for the first £300.00 of each and every loss or damage occurring at such times.
- (ii) the Insurers will not pay for loss or damage to the Horse trailer arising out of Theft by the hirer thereof.

Section 2 - Personal Liability

SECTION DEFINITIONS

1. "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
2. "Property" shall mean material property.
3. "Employee" shall mean:-
 - (i) any person under a contract of service or apprenticeship with the Insured
 - (ii) any labour master or labour only sub-contractor or person supplied by any of them
 - (iii) any self-employed person
 - (iv) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
 - (v) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (vi) any casual labourerwhile engaged in working for the Insured.
4. "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.

COVER

The Insurers agree, subject to the terms, conditions, limitations and exclusions set forth herein, to indemnify the Insured:-

1. against all sums which the Insured shall become legally liable to pay as damages and claimants' costs and expenses, up to but not exceeding the Limit of Indemnity, for:-
 - (i) accidental Bodily Injury to any person
 - (ii) accidental loss of or damage to Propertyhappening during the Period of Insurance within the Geographical Limits and arising out of the Insured's use and/or ownership and/or control of a Horse or Horse drawn vehicle or Horse trailer only.
2. against all costs and expenses incurred with the written consent of the Insurers in the defence of any claim against the Insured which may be the subject of indemnity under this Section.
3. against the payment of the solicitor's fees incurred with the written consent of the Insurers for representation of the Insured at:-
 - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Propertywhich may be the subject of indemnity under this Section.

The indemnity provided by this Insurance shall apply only to judgements of first instance against the Insured in the Courts of Law within the European Economic Community and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

LIMIT OF INDEMNITY

The liability of the Insurers for all damages and claimants' costs and expenses payable by the Insured to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the sum specified in the Schedule as the Limit of Indemnity for Section 2.

EXCLUSIONS

The Insurers will not indemnify the Insured for:-

1. Bodily Injury to any member of the Insured's family or household.
2. loss of or damage to Property belonging to or in the care, custody or control of the Insured or member of the Insured's family or household or a person in their service.
3. Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Insured.
4. punitive or exemplary damages.

5. multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
6. Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured.
7. Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) point to point racing or Horse racing under the rules of any legally constituted racing authority.
 - (ii) the use of a Horse or Horse drawn vehicle or Horse trailer for Hire or Reward.
8. any claim arising from circumstances known to the Insured prior to the commencement of the Period of Insurance.
9. Bodily Injury or loss of or damage to Property arising out of the ownership, possession or use by the Insured of a vehicle in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.
10. the amount specified herein as the Excess which shall be deducted from each and every claim hereunder for accidental loss of or damage to Property.

EXCESS

£500.00 Third Party Property Damage

MEMORANDA

1. Settlement Option

The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under this Section or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurers' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurers' payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

2. Separate Indemnities

The Insurers will, subject to the terms, conditions, limitations and exclusions hereof, treat each party indemnified by this Section as though a separate Insurance had been issued to each of them provided that nothing in this memorandum shall increase the liability of the Insurers to pay any amount in respect of any one claim in excess of the Limit of Indemnity.

EXTENSIONS

1. Additional Persons

This Section extends to indemnify in like manner to the Insured any member of the Insured's family permanently residing with the Insured, any Employee of the Insured or any person given permission by the Insured to use a Horse or Horse drawn vehicle or Horse trailer owned by or under the control of the Insured for legal liability, as provided for herein, arising out of such person's use of the said Horse or Horse drawn vehicle or Horse trailer.

Provided always that such person shall as though he were the Insured observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this Insurance.

2. Hire and Reward

If Optional Extensions 1. and/or 2. of Section 1 are specified in the Schedule as being "Included", exclusions 3 and 7. (ii) are deemed not to apply to the use of a Horse drawn vehicle or Horse trailer, as applicable, for Hire and Reward within the United Kingdom providing that the number of occasions on which the said vehicle or trailer is used for Hire and Reward shall not exceed 10 during the Period of Insurance.

Section 3 - Passenger Liability

SECTION DEFINITIONS

1. "Bodily Injury" shall mean death, injury, illness, disease or nervous shock.
2. "Property" shall mean material property.
3. "Employee" shall mean:-
 - (i) any person under a contract of service or apprenticeship with the Insured or the Passenger
 - (ii) any labour master or labour only sub-contractor or person supplied by any of them
 - (iii) any self-employed person
 - (iv) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured or the Passenger
 - (v) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme
 - (vi) any casual labourerwhile engaged in working for the Insured or the Passenger.
4. "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
5. "Passenger" shall mean any passenger in a Horse drawn vehicle or Horse trailer used and/or owned and/or under the control of the Insured.

COVER

The Insurers agree, subject to the terms, conditions, limitations and exclusions set forth herein, to indemnify the Passenger:-

1. against all sums which the Passenger shall become legally liable to pay as damages and claimants' costs and expenses, up to but not exceeding the Limit of Indemnity, for:-
 - (i) accidental Bodily Injury to any person
 - (ii) accidental loss of or damage to Propertyhappening during the Period of Insurance within the Geographical Limits and arising only out of the Passenger travelling in a Horse drawn vehicle or Horse trailer used and/or owned and/or under the control of the Insured.
2. against all costs and expenses incurred with the written consent of the Insurers in the defence of any claim against the Passenger which may be the subject of indemnity under this Section.
3. against the payment of the solicitor's fees incurred with the written consent of the Insurers for representation of the Passenger at:-
 - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Propertywhich may be the subject of indemnity under this Section.

The indemnity provided by this Insurance shall apply only to judgements of first instance against the Passenger in the Courts of Law within the European Economic Community and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

LIMIT OF INDEMNITY

The liability of the Insurers for all damages and claimants' costs and expenses payable by the Passenger to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the sum specified in the Schedule as the Limit of Indemnity for Section 3.

EXCLUSIONS

The Insurers will not indemnify the Passenger for:-

1. Bodily Injury to any member of the Insured's family or household or the Passenger's family or household.
2. loss of or damage to Property belonging to or in the care, custody or control of the Insured or Passenger or member of the Insured's or Passenger's family or household or a person in their service.
3. Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Insured or Passenger.

4. punitive or exemplary damages.
5. multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
6. Bodily Injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured or Passenger.
7. Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
 - (i) point to point racing or Horse racing under the rules of any legally constituted racing authority.
 - (ii) the use of a Horse or Horse drawn vehicle or Horse trailer for Hire or Reward.
8. any claim arising from circumstances known to the Insured or Passenger prior to the commencement of the Period of Insurance.
9. Bodily Injury or loss of or damage to Property arising out of the ownership, possession or use by the Insured or Passenger of a vehicle in circumstances in which it is compulsory for the Insured or Passenger to insure or provide security as a requirement of any road traffic legislation.
10. the amount specified herein as the Excess which shall be deducted from each and every claim hereunder for accidental loss of or damage to Property.

EXCESS

£500.00 Third Party Property Damage

MEMORANDA

1. Settlement Option

The Insurers may at any time at their sole discretion pay to the Passenger the maximum sum payable under this Section or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Passenger to pay a sum in excess of the Limit of Indemnity the Insurers' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurers' payment to the Passenger bears to the total payment made by or on behalf of the Passenger in settlement of the claim or claims.

2. Separate Indemnities

The Insurers will, subject to the terms, conditions, limitations and exclusions hereof, treat each party indemnified by this Section as though a separate Insurance had been issued to each of them provided that nothing in this memorandum shall increase the liability of the Insurers to pay any amount in respect of any one claim in excess of the Limit of Indemnity.

EXTENSION

Hire and Reward

If Optional Extensions 1. and/or 2. of Section 1 are specified in the Schedule as being "Included", exclusions 3 and 7. (ii) are deemed not to apply to the use of a Horse drawn vehicle or Horse trailer, as applicable, for Hire and Reward within the United Kingdom providing that the number of occasions on which the said vehicle or trailer is used for Hire and Reward shall not exceed 10 during the Period of Insurance.

Section 4 - Personal Accident and Illness and Dental Treatment

SECTION DEFINITIONS

1. "Insured Person" shall mean the Insured Person(s) listed in the Schedule for Section 4.
2. "Bodily Injury" shall mean identifiable physical injury which:
 - (i) is caused by an Accident, and
 - (ii) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.
3. "Accident" shall mean 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.
4. "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 twelve months after declaring itself.
5. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
6. "Permanent Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation or, for an Insured Person under the age of 15 years, 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.
7. "Loss of limb" shall mean 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.
8. "Dental Treatment" shall mean 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" shall mean dentures, capped teeth, plates and other orthodontic work.
10. "Air Travel" shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
11. Words in the masculine gender shall include the feminine.

COVER

The Insurers agree, to the extent and in the manner herein provided, that:-

1. if the Insured Person sustains Bodily Injury, or suffers Illness 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 Compensation 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 Compensation, for the cost of Dental Treatment performed within 12 months of the date of the Accident.

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 or of one Illness. This proviso does not to apply in respect of Dental Treatment by Item 7 of the Schedule of Compensation.
2. no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable under Items 1 to 4 inclusive of the Schedule of Compensation in respect of the same Accident or Illness.
3. the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Compensation, according to the number of units specified in the schedule as being applicable in respect of the Insured Person, or added to this Insurance by endorsement, except that the Insurers will in addition pay for Dental Treatment.

4. if an Accident causes the death of the Insured 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 4 inclusive 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 the items of the Schedule of Compensation if:
 - (i) under Item 1, death occurs within twelve months of the date of the Accident.
 - (ii) under Items 2 and 3, Loss occurs within twelve months of the date of the Accident.
 - (iii) under Item 4, the Insured becomes totally disabled within twelve months of the date of the Accident and such disablement lasts for twelve months.
 - (iv) under Item 7:-
 - (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.

EXCLUSIONS

The Insurers will not pay for death or disablement or Dental Treatment directly or indirectly arising out of or consequent upon or contributed to by:

1. the Insured Person engaging in or taking part in:-
 - (i) naval, military or air force service or operations.
 - (ii) winter sports (other than skating or curling):-
 - (a) at any winter sports resort, or
 - (b) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.
 - (iii) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.
 - (iv) driving or riding on motor cycles or motor scooters other than mopeds.
2. 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.
3. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
4. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
5. 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.
6. pregnancy or childbirth.
7. the use of power driven woodworking machinery.
8. wear, tear or gradual deterioration of teeth or Dentures.
9. faulty design of Dentures.

Notwithstanding anything contained in the Schedule of Compensation to the contrary the Insurers will not pay for:-

10. the cost of fitting or the cost of making good faulty workmanship or design of Dentures.
11. the use of precious metals.
12. Bodily Injury or Dental Treatment in respect of any person under the age of 5 years or over the age of 75 years.
13. Illness in respect of any person under the age of 16 years or over the age of 65 years.
14. Temporary Total Disablement in respect of any person under 16 years of age.

GEOGRAPHICAL LIMITS

- | | | |
|----------|---|--|
| Accident | - | occurring anywhere in the World. |
| Illness | - | declaring itself whilst the Insured Person is within Europe. |

MEMORANDA

1. Increased Hazard

If the Insured Person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without first notifying the Insurers and obtaining their written agreement to the amendment of this Insurance (subject to the payment of such additional premium as the Insurers may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Accident or Illness arising therefrom.

2. Prior Disability

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 under this Insurance 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.

3. Other Insurance

It is a condition precedent to Insurers Liability in respect of Illness that the Insured Person has no other Illness insurance except as specifically declared to the Insurers at inception hereof or agreed by them during the Period of Insurance.

SCHEDULE OF COMPENSATION

This Schedule of Compensation shall apply separately in respect of each Insured Person.

In respect of each Item, the number of Units for the Insured Person are as specified in the Schedule.

| | <u>1 Unit</u> | <u>2 Units</u> | <u>3 Units</u> | |
|---|---------------|----------------|----------------|---------|
| ACCIDENT | | | | |
| 1. Death | £ 10,000 | £ 20,000 | £ 30,000 | |
| but in respect of Insured Persons under 16 years of age | £ 1,000 | £ 2,000 | £ 3,000 | |
| 2. Total and Irrecoverable loss of sight of one or both eyes | £ 10,000 | £ 20,000 | £ 30,000 | |
| 3. Total and Irrecoverable loss of one or more limbs | £ 10,000 | £ 20,000 | £ 30,000 | |
| 4. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb) | £ 10,000 | £ 20,000 | £ 30,000 | |
| 5. Temporary Total Disablement | | | | |
| during such disablement but not beyond 104 weeks | per week | | | |
| from the date on which the Insured Person first became disabled and excluding the first 14 days of each and every disablement | £ 50 | £ 100 | £ 150 | |
| ILLNESS | | | | |
| 6. Temporary Total Disablement by illness of any kind | | | | |
| during such disablement but not beyond 104 weeks from the date on which the Insured Person first became disabled and excluding the first 21 days of each and every disablement. | per week | £ 50 | £ 100 | £ 150 |
| DENTAL TREATMENT | | | | |
| 7. Dental Treatment | not exceeding | £ 1,000 | £ 2,000 | £ 3,000 |

General Conditions And General Exclusions

Applicable to all Sections of this Insurance unless otherwise stated.

1. The Insurers will not pay for:-

(i) **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES**

loss or destruction of or damage to any Property whatsoever 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 or injury 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.

(ii) **WAR**

loss, damage, death, injury or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, Riots, Civil Commotions 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. (Insofar as concerns Riots or Civil Commotions, the aforesaid Exclusion shall not apply to the extent that such Contingencies are specifically insured elsewhere herein).

(iii) **COMPUTER SYSTEMS RECORDS**

loss of or damage to Computer Systems' Records or any consequential loss arising therefrom, unless specifically insured hereunder.

(iv) **SONIC BANG**

loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds or any consequential loss arising therefrom.

(v) **POLLUTION AND CONTAMINATION**

loss, damage, consequential loss or liability of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of pollution or contamination except (unless otherwise excluded) loss or damage or consequential loss caused by:-

- (a) pollution or contamination which itself results from a Contingency hereby insured against.
- (b) any Contingency hereby insured against which itself results from pollution or contamination.

(vi) **AGREEMENT**

any liability which is assumed by the Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

(vii) **CYBER**

- 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.

2. **FRAUD**

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

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

If the Insurer treat this Policy as having been terminated the Insured will;

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

3. CONTRIBUTION

This insurance does not cover any loss or damage which is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this insurance not been effected.

This Condition does not apply in respect of Section 4.

4. DUE DILIGENCE

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

- (i) avoid or diminish any loss of or damage to the Property herein insured.
- (ii) prevent accidents and to maintain all buildings, furnishings and Insured Property in proper repair.
- (iii) employ only competent Employees and to act in accordance with all statutory obligations and regulations.

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

5. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature 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.

This insurance also excludes loss, damage, cost or expense of whatsoever nature 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 is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. NORTHERN IRELAND OVERRIDING EXCLUSION APPLICABLE TO INSURANCES RELATING TO PROPERTY IN NORTHERN IRELAND OTHER THAN PRIVATE DWELLINGS (not applicable to Sections 2, 3, and 4)

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 perils 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

7. CORONAVIRUS EXCLUSION

Coronavirus

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.

8. PREMIUM PAYMENT CONDITION

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