



RIDING & DRIVING CLUBS PROPERTY & PERSONAL ACCIDENT INSURANCE

EFFECTED THROUGH

KBIS British Equestrian
Cullimore House
Peasemore
Newbury
Berkshire
RG20 7JN

Contents

Understanding Your Policy	3
Important Information	4
Cancellation Of This Policy	6
Claims Procedure	7
Complaints Procedure	8
Policy Definitions	10
*Section 1 – Physical Loss of or Damage to Property	12
Section 2 – Members Personal Accident	14
Section 3 – Instructors/Officials/Voluntary Helpers Personal Accident	16
General Exclusions	18
General Conditions	19

Understanding Your Policy

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
- This wording,
- Any subsequent endorsements that may be issued.

Please read them carefully and if they require any amendments please return them to **Your** broker for correction.

What You Need To Do Now

It is important that **You**:

- check that the Sections **You** have requested are included in the Schedule;
- check that the information **You** have given **Us** is accurate;
- notify **Your** broker 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

Wherever words appear in bold in this Policy they will have the meanings shown in the Definitions on pages 7 and 8 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.

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 (IPID). If **You** require an alternative format **You** should contact **Your Broker** through whom this **Policy** was arranged.

Important Information

FAIR PRESENTATION CLAUSE

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.

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

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.

TERMS NOT RELEVANT TO A LOSS

Where:

- a) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
- b) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

We cannot rely on the breach of such term to exclude, limit or discharge **Our** liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

THIRD PARTY RIGHTS

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

Cancellation Of This Policy

YOUR CANCELLATION RIGHTS

Cancellation during Cooling Off Period

You may take advantage of the cooling off period as follows:

- **You** have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the contract or the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- If **You** cancel before the start of the Period of Insurance, **We** will return the premium in full.
- 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**.
- No refund of premium will be given in the event of a claim either in whole or in part.

Cancellation if Cooling Off Period does not apply

If **You** wish to cancel **Your Policy** after cooling off period:

- **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**.
- If **We** pay any claim, in whole or in part, or any claim or incident has been notified to **Us** then no refund of premium will be allowed.

To cancel this **Policy** please write or telephone
KBIS Ltd,
Cullimore House,
Peasemore,
Newbury.
Berkshire RG20 7JN
Tel: 0345 230 2323

OUR CANCELLATION RIGHTS

We can cancel this insurance by giving **You** thirty (30) days' notice in writing other than in respect of non-payment of premium where the policy will be cancelled ab initio (as if it never existed).

We will only do this for a valid reason (examples of valid reasons are as follows):

- 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.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

We will either cancel the insurance by contacting **Your** broker who placed the cover for **You** or by sending **You** a letter to **Your** last known address.

Claims Procedure

CLAIMS PROCEDURE

How to make a claim – Section 1

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;

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. Inform the Police within 24 hours of the discovery of a **Loss** caused by riot, civil commotion, malicious persons or thieves;
3. **You** shall give to **Us** all such information and assistance as **We** may reasonably require.
4. **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**.
5. 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 2 and 3

1. **You** shall notify KBIS Ltd as soon as reasonably practicable of any **Accident** which causes or may cause disablement within the meaning of this insurance, and the **Insured Person** must as early as possible place himself under the care of a duly qualified medical practitioner.
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.

Fraudulent Claims

If **You** shall make any claim knowing such claim to be false or fraudulent as regards amount or otherwise, **We**:

- a) will not pay the claim; and
- b) may recover from **You** any monies already paid by **Us** in respect of the claim; and
- c) 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.

Complaints Procedure

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 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>

- 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.

Policy Definitions

When the following words or phrases appear in **bold** in the Policy they shall have the meanings set out below.

Accident shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

Act of 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.

Air Travel shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

Assisting shall mean organising, officiating at, stewarding at, instructing at, setting up and running and includes course building (show jumps and cross-country fences) only.

Bodily Injury shall mean identifiable physical injury which:

- (a) is caused by an **Accident**, and
- (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within 12 months from the date of the **Accident**.

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.

Insured shall mean the Insured Club specified in the Schedule.

Insured Person shall mean:

- (a) in respect of Section 2 only; individual members of the Insured Club.
- (b) in respect of Section 3 only; instructors, officials and voluntary helpers at activities organised and/or run by the Insured Club.

Insured Property shall mean:

- a) in respect of Section 1 Sub-Section A only; Trailers, Caravans (other than Motor Caravans), Portable Jumps, Cups and Trophies, Dressage Boards, Markers, Stakes, Poles, Ropes, Public Address Systems, Marquees/Tentage and associated Contents, Starting Pistols, Timing Equipment and similar equipment, all **Your** property or in **Your** care, custody or control.
- b) in respect of Section 1 Sub-Section B only; any **Vehicle** belonging to a Committee Member, Accredited Official or Instructor of the Insured Club.

Loss of a 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.

Medical Expenses shall mean expenses necessarily incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies

and ambulance hire.

Permanent Total Disablement shall mean

- a) disablement which entirely prevents the **Insured Person** from attending to their usual occupation or any occupation for which they are fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement, or
- b) in respect of **Insured Persons** normally attending full-time education, disablement which causes the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Temporary Total Disablement shall mean disablement which entirely prevents the **Insured Person** from attending to their business or occupation of any and every kind.

Vehicle shall mean any motor car, motor van, motorised horsebox, motorised caravan or motorcycle.

We / Us / Ours shall mean Convex Insurance UK Ltd.

You / Your shall mean the party or parties named in the Schedule as the Insured.

Section 1 – Physical Loss of or Damage to Property

Sub-Section A (included only if specified as being so in the Schedule).

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

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

This is provided that:

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

Geographical Limits

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

Exclusions

This insurance does not cover:

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

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

Sub-Section B (Included only if specified as being so in the Schedule).

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

This is provided that:

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

Geographical Limits

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

Exclusions

This Insurance does not cover:

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

Section 2 – Members Personal Accident

(This Section is only operative if so stated in the Schedule. Cover applies separately in respect of each **Insured Person**.)

We hereby agree, to the extent and in the manner herein provided, that if the **Insured Person** sustains **Bodily Injury** during the Period of Insurance whilst attending an official activity of the Insured Club only, including:

- a) all official training/practice sessions thereof, and
- b) including direct travel to or from the site of the said activity,

We will pay to the **Insured Person** or the **Insured Person's** Executors or Administrators according to the following Schedule of Compensation and the Applicable Scale of Benefits specified for Section 2 in the Schedule (the "Scale of Benefits") after the total claim shall be substantiated hereunder.

This is provided that:

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

Schedule Of Compensation		Scale of Benefits		
		A	B	C
1.	Accidental death But in respect of Insured Persons aged 16 years of age	£5,000 £5,000	£10,000 £5,000	£25,000 £5,000
2.	Total and irrecoverable loss of sight of both eyes	£5,000	£10,000	£25,000
3.	Total and irrecoverable loss of sight of one eye	£2,500	£5,000	£12,500
4.	Loss of two limbs	£5,000	£10,000	£25,000
5.	Loss of one limb	£2,500	£5,000	£12,500
6.	Total and irrecoverable loss of sight of one eye and loss of one limb	£5,000	£10,000	£25,000
7.	Permanent total disablement (other than loss of sight in one or both eyes or loss of limb)	£5,000	£10,000	£25,000
8.	Temporary total disablement during such disablement but not beyond 52 weeks from the date on which the Insured Person first became disabled. Excluding the first 14 days of each and every disablement.	£50 per week	£100 per week	Not Covered

Medical Expenses incurred in respect of item 8, if covered, will be paid in addition by **Us** up to but not exceeding 15 per cent of any claim admitted under such item.

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

Exclusions

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

contributed to by:

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

Section 3 – Instructors/Officials/Voluntary Helpers Personal Accident

(This Section is only operative if so stated in the Schedule. Cover applies separately in respect of each **Insured Person**.)

We hereby agree, to the extent and in the manner herein provided, that if the **Insured Person** sustains **Bodily Injury** during the Period of Insurance whilst **Assisting** at any official activity of the Insured Club only:

- a) including all official training/practice sessions thereof, and
- b) including direct travel to or from the site of the said activity,

We will pay to the **Insured Person** or to the **Insured Person's** Executors or Administrators according to the following Schedule of Compensation and the Applicable Scale of Benefits specified for Section 3 in the Schedule (the "Scale of Benefits") after the total claim shall be substantiated hereunder.

This is provided that:

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

Schedule Of Compensation		Scale of Benefits		
		A	B	C
1.	Accidental death But in respect of Insured Persons aged 16 years of age	£5,000 £5,000	£10,000 £5,000	£25,000 £5,000
2.	Total and irrecoverable loss of sight of both eyes	£5,000	£10,000	£25,000
3.	Total and irrecoverable loss of sight of one eye	£2,500	£5,000	£12,500
4.	Loss of two limbs	£5,000	£10,000	£25,000
5.	Loss of one limb	£2,500	£5,000	£12,500
6.	Total and irrecoverable loss of sight of one eye and loss of one limb	£5,000	£10,000	£25,000
7.	Permanent total disablement (other than loss of sight in one or both eyes or loss of limb)	£5,000	£10,000	£25,000
8.	Temporary total disablement during such disablement but not beyond 52 weeks from the date on which the Insured Person first became disabled. Excluding the first 14 days of each and every disablement.	£50 per week	£100 per week	Not Covered

Medical Expenses incurred in respect of item 8, if covered, will be paid in addition by **Us** up to but not exceeding 15 per cent of any claim admitted under such item.

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

Conditions Precedent To Underwriters Liability

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

Exclusions

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

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

General Exclusions

This insurance does not cover:

1. loss or destruction of or damage to **Insured Property** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. death, disablement, loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3.
 - 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.
4. loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense or death or disablement or injury is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of civil commotion.
6. 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.
7. loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

General Conditions

1. Average

In respect of loss, destruction or damage to **Insured Property** under Section 1 this insurance is subject to the following condition of average:

- a) in respect of **Insured Property** temporarily hired to **You** under contract, if the replacement cost of such **Insured Property** (as provided for herein) shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such **Insured Property** as set forth in the Schedule, **You** shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total replacement cost of such **Insured Property**.
- b) in respect of **Insured Property** other than as described in (a) above, if the value of such **Insured Property** shall at the time of any loss, destruction or damage be of greater value than the Sum Insured for such **Insured Property** as set forth in the Schedule, **You** shall only be entitled to recover hereunder such proportion of the said loss, destruction or damage as the said Sum Insured bears to the total value of such **Insured Property**.

2. Automatic Reinstatement

In the event of loss, destruction or damage to **Insured Property** the Sum Insured set forth for Section 1 Sub-Section A in the Schedule shall be reinstated from the time that the repair or replacement of the damaged property is commenced.

3. Our Option

In respect of **Insured Property** **We** shall be entitled at **Our** sole option to replace or repair or pay for any item or any part thereof lost, destroyed or damaged whether wholly or in part.

4. Pre-Existing Conditions

In respect of death or disablement, if the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured Person** which existed before the **Accident** occurred, the amount of any compensation payable hereunder in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

5. Electronic Data Processing Media Valuation

Should electronic data processing media suffer physical loss or damage covered by this insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Insurance does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, even if such electronic data cannot be recreated, gathered or assembled

6. Premium Payment

- a) **You** undertake that premium will be paid in full to **Us** 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 **Us** by the 60th (sixtieth) 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 (fifteen) 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.