



# EVENT INSURANCE

EFFECTED THROUGH

KBIS British Equestrian  
Cullimore House  
Peasemore  
Newbury  
Berkshire  
RG20 7JN

## 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](http://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](http://www.fscs.org.uk)

## Words With Special Meanings

Certain words will have the meanings shown in the Definitions on pages 5 and 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 (IPID). If **You** require an alternative format **You** should contact **Your Broker** through whom this **Policy** was arranged.

## IMPORTANT INFORMATION

### Information you have given us

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

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

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

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

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

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

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

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

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

1. give **You** 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 6 – 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](mailto: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](mailto: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](mailto: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](mailto: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)**

- You** shall notify KBIS Ltd giving full details of what has happened:
  - as soon as reasonably practicable but in any event no later than 30 days of discovery (other than for riot);
  - 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](mailto:ask@kbis.co.uk)

- Inform the Police within 24 hours of the discovery of a loss caused by riot, civil commotion, malicious persons or theft;
- You** shall give to **Us** all such information and assistance as **We** may reasonably require.
- 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.
- On the happening of loss or damage for which a claim is or may be made under this **Policy**, **We** may:
  - enter take or keep possession of the **Premises** where such loss or damage has occurred;
  - take possession of, or require to be delivered to **Us** the insured property;
  - 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**

- You** shall notify KBIS Ltd as soon as reasonably practicable of any incident involving the theft of Money or 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.
- 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 incident involving the theft of money or an Accident.
- 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.

Event shall mean

Geographical Limits shall mean United Kingdom, the Channel Islands and the Isle of Man

Insured Property shall mean

Sum Insured shall mean

Tents / Marquees shall mean

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.

Trailers / Caravans shall mean

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**

### **COVER**

The Insurers agree to indemnify the Insured against physical loss of or damage to the Insured Property specified in the Schedule (such property belonging to the Insured or in the Insured's care, custody or control) occurring during the Period of Insurance set forth in the Schedule 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. inherent vice, latent defect, mysterious disappearance or unexplained shortage.
3. damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation.
4. loss of money, cash, currency or bank notes.
5. loss by delay, loss of market or consequential loss of any kind.
6. breakage of articles of a brittle nature (unless such breakage is caused by Burglars, Thieves or Fire) or breakage of glass.
7. 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.
8. 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.
9. damage to tyres.
10. loss or damage caused by scratching, denting or bruising.
11. infidelity by cup and/or trophy holders and/or winners.
12. loss or damage to flooring caused by footwear and smoking materials.
13. loss of or damage to saddle trees or clippers.
14. loss or damage whilst in use in respect of jumps, fences, saddlery or tack.
15. 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.
16. loss or damage attributable solely to change in the water table level.
17. the amount(s) specified in the Schedule for Section 1 as the Excess which shall be deducted from each and every loss or damage hereunder.

### **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 Trailers or Caravans where the Insurers will deduct an amount off for wear and tear and depreciation from the costs of any replacement or repair

4. Trailers or Caravans

It is a condition precedent to the liability of the Insurers in respect of loss or damage to Trailers or Caravans by Theft or any attempt thereat that the Trailer/Caravan:

- (i) is fitted with a wheel clamp or other security device approved by the Insurers or is in a securely locked building while not at the Event or in transit thereto or therefrom.
- (ii) is fitted with a hitch lock while at the Event other than whilst attached to the towing vehicle.

5. Tents and Marquees

It is a condition precedent to Insurers liability hereunder that Tents and Marquees are stored with not less than 6 inches clearance from the ground whilst not erected.

It is a condition precedent to Insurers liability hereunder that any barbecues are sited not less than 5 metres away from Tents and Marquees.

## **SECTION 2 - Business Money and Personal Injury/Assault**

### **SECTION DEFINITIONS**

1. "Money" shall mean cash, bank and currency notes, cheques, money orders, postal orders, bankers drafts, current postage stamps, National Insurance stamps (whether affixed to cards or otherwise), premium bonds, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers all belonging to the Insured.  
(Not applicable to Money as provided for under 2. of "Cover" under Part A and excluding Money as defined therein)
2. "Bodily Injury" shall mean identifiable physical injury which:-
  - (i) is sustained by the Insured Person during the Period of Insurance set forth in the Schedule as a result of theft or attempted theft of Money, 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 calendar months from the date of the theft or attempted theft of Money.
3. "Permanent Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation and which lasts 24 months and at the expiry of that period is beyond hope of improvement.
4. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
5. "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 or permanent loss of use of a hand or foot.
6. "Loss of Sight" shall mean total and irrecoverable loss of sight in one or both eyes.
7. "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.
8. "Insured Person" shall mean any director, committee member or employee of the Insured aged between sixteen and seventy years.
9. Words in the masculine gender shall include the feminine.

### **SUB-SECTION A - BUSINESS MONEY**

#### **COVER**

The Insurers agree to indemnify the Insured against:-

1. loss of Money up to but not exceeding the Limits of Liability set forth in the Schedule for Section 2 for any one loss
2. loss of Money consisting of crossed cheques, crossed bankers drafts, crossed money orders, crossed postal orders, stamped National Insurance cards, National Savings Certificates, credit cards sales vouchers, V.A.T. purchase invoices, and unexpired units in franking machines, up to but not exceeding £250,000 in respect of any one loss all belonging to the Insured
3. loss of Money at private residences or business premises of any director, committee member or employee of the Insured authorised to have custody of such Money up to but not exceeding £750 in respect of any one loss
4. loss of or damage to:-
  - (i) any postal franking machine, safe, strongroom, or container or waistcoat used for the carriage of Money but not exceeding the costs of repair or replacement
  - (ii) clothing and personal effects of any director, committee member or employee of the Insured up to but not exceeding £250 in respect of each personcaused by theft or attempted theft of Money

occurring during the Period of Insurance set forth in the Schedule within the Geographical Limits.

## **SUB SECTION B - PERSONAL INJURY/ASSAULT**

### **COVER**

The Insurers agree that if the Insured Person shall sustain Bodily Injury whilst within the Geographical Limits then the Insurers will pay to the Insured according to the Schedule of Compensation set forth in the Schedule for Section 2 after the total claim shall be substantiated under this Insurance.

Provided always that in respect of any one Insured Person:

1. Compensation shall not be payable under more than one of Items 1, 2, 3 and 4 of the Schedule of Compensation in respect of the same Bodily Injury.
2. Compensation shall not be payable under Item 4 unless the Insured Person becomes totally disabled within twelve months of the date of the theft or attempted theft of Money and such disablement lasts for twenty-four months.
3. Compensation under Item 5 shall become payable:-
  - (i) for a period not exceeding 104 weeks from the commencement of disablement.
  - (ii) when the total amount has been ascertained and agreed.
  - (iii) in addition to compensation for Items 1, 2, 3 or 4 but only for the period up to the date of death or of Loss of Limb or Loss of Sight or Permanent Total Disablement.
4. if, in respect of Medical Expenses, the Insured Person shall recover any payment under any other insurance, the Insurers hereon 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 5 of the Schedule of Compensation set forth in the Schedule for Section 2 .

### **EXCLUSIONS**

The Insurers will not pay for:-

1. any loss of Money arising from fraud or dishonesty of any director, committee member or employee of the Insured
  - (i) unless discovered within seven days of its occurrence.
  - (ii) which is covered by Fidelity Guarantee insurance.
2. any loss of Money from an unattended vehicle.
3. any consequential loss or loss of Money due to depreciation in value, dishonoured cheques or clerical or accounting error or omission.
4. any loss of Money whilst in the custody of a security company.
5. any loss of unattended Money unless from a suitable safe or from an occupied private residence or business premises of any director, committee member or employee of the Insured.

### **MEMORANDA**

1. Keys.

The keys or combination of any safe or strongroom shall be removed from any private residence or business premises containing Money whilst unoccupied.
2. Security Agreement

The Insured shall immediately advise the Insurers of any change to the terms and conditions of their agreement with any security company.
3. Examination.

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

4. Transits.

It is a condition precedent to Insurers liability hereunder that:-

- (i) transits of Money between £2,500.00 and £5,000.00 inclusive are accompanied by at least 2 able bodied adults.
- (ii) transits of Money between £5,001.00 and £10,000.00 inclusive are accompanied by at least 3 able bodied adults.
- (iii) the Insured is to obtain satisfactory written references in respect of all paid employees (other than officials or volunteers) entrusted by the Insured with the transit of Money.

## **SECTION 3 - Personal Accident**

### **SECTION DEFINITIONS**

1. "Insured Person" shall mean each unpaid helper at the Event being judges, stewards, doctors, vets, farriers and the like. The total number of such Insured Persons is set forth in the Schedule for Section 3.
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 whilst the Insured Person is assisting the Insured at the Event 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. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
5. "Permanent Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation and which lasts twenty-four months and at the expiry of that period is beyond hope of improvement.
6. "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.
7. "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.
8. Words in the masculine gender shall include the feminine.

### **COVER**

The Insurers agree that, if the Insured Person shall sustain Bodily Injury during the Period of Insurance set forth in the Schedule, they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Compensation and the applicable number of Units as set forth in the Schedule for Section 3 after the total claim shall be substantiated under this Section.

Provided always that in respect of any one Insured Person:

1. compensation shall not be payable under more than one of items 1, 2, 3 and 4 inclusive of the Schedule of Compensation in respect of the consequences of one Accident.
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 in respect of the same Accident.
3. 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 4 inclusive of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
4. compensation under Item 5 may become payable in addition to compensation for Items 1, 2, 3 and 4 but only for the period up to the date of death or Loss of Sight or Loss of Limb or Permanent Total Disablement.
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.
6. if, in respect of Medical Expenses, the Insured Person shall recover any payment under any other insurance, the Insurers hereon 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 5 of the following Schedule of Compensation.

## SCHEDULE OF COMPENSATION

This Schedule of Compensation shall apply separately in respect of each Insured Person and only for the number of Units set forth in the Schedule for Section 3.

		1 Unit	2 Unit	3 Unit	4 Unit	5 Unit	6 Unit
1.	Death	£5,000	£10,000	£15,000	£20,000	£25,000	£30,000
2.	Total and Irrecoverable loss of sight of one or both eyes	£5,000	£10,000	£15,000	£20,000	£25,000	£30,000
3.	Total and Irrecoverable loss of one or more limbs	£5,000	£10,000	£15,000	£20,000	£25,000	£30,000
4.	Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	£5,000	£10,000	£15,000	£20,000	£25,000	£30,000
5.	Temporary Total Disablement per week during such disablement but not beyond 104 weeks from the date on which the Insured Person first became disabled	£50	£100	£150	£200	£250	£300
6.	Medical Expenses incurred in respect of Item 5 above not exceeding of any claim admitted under such Item.	15%	15%	15%	15%	15%	15%

## EXCLUSIONS

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

1. the Insured Person engaging in or taking part in:-
  - (i) hunting on horseback or driving or riding in any kind of race.
  - (ii) driving or riding on motorcycles or motor scooters other than mopeds.
2. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
3. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
4. 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.
5. Bodily Injury in respect of any person under the age of 16 years or over the age of 75 years.

## MEMORANDUM

### 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 Section 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.

## 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 Incidentincluding any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident and
  - c) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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 (not applicable to Section 2 (Sub-Section B) or Section 3).

This insurance does not cover any loss or damage or liability 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.

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. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Insurance or any endorsement hereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Insurance suffer physical loss or damage insured by this Insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC 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. Northern Ireland Overriding Exclusion applicable to Insurances relating to property in Northern Ireland other than Private Dwellings

Notwithstanding anything in this Insurance or in any extensions hereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of Contingencies insured against) this Insurance does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of civil commotion

7. Terrorism Exclusion (not applicable to Sections 2 and 3).

Notwithstanding any provision to the contrary within this insurance or any endorsement hereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

8. Biological or Chemical Materials

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature or death or disablement or injury directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

9. 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.



10. Premium Payment Clause

- 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.

11. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.