

RIDING AND DRIVING  
CLUBS  
PROPERTY AND  
PERSONAL ACCIDENT  
INSURANCE

EFFECTED THROUGH

KBIS BRITISH EQUESTRIAN,  
CULLIMORE HOUSE  
PEASEMORE, NEWBURY  
BERKSHIRE RG20 7JN

## DEFINITIONS

In this Insurance:-

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

**"Insured Property"** shall mean, in respect of Section 1 Sub-Section B hereof only, any Vehicle belonging to a Committee Member, Accredited Official or Instructor of the Insured Club.

- 3) **"Vehicle"** shall mean any motor car, motor van, motorised horsebox, motorised caravan or motor cycle.
- 4) **"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.
- 5) **"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.
- 6) **"Temporary Total Disablement"** shall mean disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
- 7) **"Permanent Total Disablement"** shall mean disablement which entirely prevents the Insured Person from attending to his usual occupation or any occupation for which he is fitted by training and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement or, in respect of Insured Persons normally attending full-time education, disablement which causes the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
- 8) **"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.

- 9) **"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.
- 10) **"Air Travel"** shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- 11) **"Insured Person"** shall mean:-
  - (a) in respect of Section 2 hereof only, individual members of the Insured Club.
  - (b) in respect of Section 3 hereof only, instructors, officials and voluntary helpers at activities organised and/or run by the Insured Club.
- 12) **"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.
- 13) Words in the masculine gender shall include the feminine.

## **SECTION 1 - PHYSICAL LOSS OF OR DAMAGE TO PROPERTY**

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

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

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

Provided always that:-

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

### **GEOGRAPHICAL LIMITS**

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

### **EXCLUSIONS**

This Insurance does not cover:-

- 1) loss, destruction or damage caused by:-
  - (a) moth, vermin, wear, tear, gradual deterioration, damp, mildew, rust, oxidisation, electrical or mechanical breakdown or derangement or damage to tyres.
  - (b) scratching, denting or bruising.
  - (c) loss from unattended vehicles unless:-
    - (i) from locked boot, or
    - (ii) if an estate car, property kept out of sight in locked vehicle.

- (d) the actual process of dyeing, cleaning, repair or renovation.
  - (e) delay, loss of market or consequential loss of any kind.
  - (f) climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
  - (g) infidelity of cup and/or trophy holders and/or winners.
  - (h) infidelity of persons or Organisations hiring or borrowing Insured Property from the Insured.
  - (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).

The Underwriters 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, the Underwriters will pay to the Insured the cost of repair of such damage to the Insured Property.

Provided always that :-

- a) the repair to the Insured Property shall reinstate the Insured Property to its condition directly before the occurrence of the damage and shall not improve upon its condition prior thereto.
- b) the liability of the Underwriters 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) the Insured 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 the Insured.
  - (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**

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

The Underwriters 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 all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person or 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.

Provided always 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 the Underwriters 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

<u>Benefits</u>	<u>Scales of</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
1) Accidental Death but in respect of Insured Persons aged under 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 total loss of sight of one or both eyes or loss of limb)	£5,000.-	£10,000.-	£25,000.-
8) Temporary Total Disablement per week 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.-	£ 100.-	Not Covered

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

However, if in respect of such Medical Expenses the Insured Person shall recover any payment under any other insurance, the Underwriters 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 AND VOLUNTARY HELPERS  
PERSONAL ACCIDENT**

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

The Underwriters 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 including all official training/practice sessions thereof and including direct travel to or from the site of the said activity, they will pay to the Insured Person or to the Insured Person's Executors or Administrators according to the 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.

Provided always 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 the Underwriters 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

<u>Benefits</u>	<u>Scales of</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
1) Accidental Death but in respect of Insured Persons aged under 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 total loss of sight of one or both eyes or loss of limb)	£ 5,000.-	£10,000.-	£25,000.-
8) Temporary Total Disablement per week 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.-	£ 100.-	Not Covered

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

However, if in respect of such Medical Expenses the Insured Person shall recover any payment under any other insurance, the Underwriters 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 Underwriters 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

- 1) This Insurance does not cover loss or destruction of or damage to Insured Property or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any death or disablement directly or indirectly caused by or contributed to by or arising from:-
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) This Insurance does not cover death, disablement, loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3) This Insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
  - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
  - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

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

For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with

any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the Underwriters 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 condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

(i) civil commotion

(ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

**Note** - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this Insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

This overriding exclusion applies to this Insurance and to any extensions hereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

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

- (a) This Insurance does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a Contingency listed below results from any of the matters described in paragraph (a) above, this Insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to property insured by this Insurance directly caused by such listed Contingency.

Listed Contingencies:      Fire      Explosion

- 7) 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

- 8) 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.



## GENERAL CONDITIONS

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

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

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

- 7) Any fraud, misstatement or concealment by the Insured or an Insured Person either in the representation on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of a claim hereunder shall render this Insurance in respect of the Insured or such Insured Person null and void and all claims in respect of the Insured or such Insured Person shall be forfeited.
- 8) This Insurance may be cancelled by the Insured at any time by written notice to the Underwriters. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered mail, at the Insured's last known address, written notice stating when not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.  
If this Insurance shall be cancelled by the Insured or by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

- 9) 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.
- 10) It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.