

## KBIS – BRITISH EVENTING - PERSONAL ACCIDENT INSURANCE TERMS & CONDITIONS

Please read these Terms & Conditions and Certificate of Insurance and keep it in a safe place. Should any of the details on the Policy be incorrect, or change, please advise KBIS immediately.

The policy is underwritten by the XL Catlin Insurance Company UK Limited and is annually renewable subject to any changes effected by Insurers. Policy terms and conditions, premiums and deferment periods may change each year.

KBIS British Equestrian are authorised to accept business under this scheme in accordance with the terms and conditions of a binding authority granted by Insurers. Unless otherwise stated the policy duration will be 12 months.

### IMPORTANT INFORMATION

This contract of insurance comprises this Policy, the Certificate(s) and any attaching endorsements and are to be read as one contract.

#### Non-disclosure/Misrepresentation

In deciding to accept this insurance and in setting the terms and premium, Insurers have relied on the information the Insured has given us. The insured must take care when answering any questions insurers ask by ensuring that any information provided is accurate and complete

#### Careless misrepresentation in the context of a claim

If, on presentation of a claim, insurers obtain evidence which establishes that the insured were careless in providing insurers with the information they have relied upon in accepting this insurance and settling the terms and premium of this insurance insurers may:

- treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if insurers provided the insured with insurance cover which insurers would not otherwise have offered;
- treat the Insured's insurance as if it had been entered into on different terms from those agreed;
- reduce proportionately the amount paid on a claim if insurers would have charged more for the Insured's insurance.

#### Careless misrepresentation generally

If insurers obtain evidence unrelated to any outstanding claim which establishes that the insured were careless in providing us with the information insurers have relied upon in accepting this insurance and setting the terms and premium of this insurance insurers may:

- give the insured notice in writing that the insured must pay more for the Insured's insurance;
- give the insured notice in writing that the terms of the Insured's insurance have changed; or
- cancel this contract of insurance by giving the insured thirty days' (30) notice in writing and return any premium paid for the balance of the contract term;
- cancel this contract of insurance and treat it as if it never existed, decline all claims and retain the premium.

If insurers give the insured notice that the terms of the Insured's insurance have changed or that the insured must pay more for the Insured's insurance then the insured may give insurers thirty days' (30) notice in writing that the insured wish to terminate the contract.

Any return premium due to the insured will depend on how long this contract of insurance has been in force and whether the insured has made a claim.

If insurers establish that the insured deliberately or recklessly provided us with false information insurers may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium

#### Change in circumstance

The insured must tell us as soon as possible about any changes in the information the insured have provided to us which happens before or during any period of insurance. Insurers will tell The insured if such change affects the Insured's insurance and if so, whether the change will result in revised terms and/or premium being applied to the Insured's policy. If the insured do not inform insurers about a change it may affect any claim the insured makes or could result in the Insured's insurance being invalid.

The insured should keep a record (including copies of letters) of all information the insured supply to the Insured's insurance advisor or insurers in connection with this contract of insurance. No change or modification to this policy shall be effective unless confirmed in writing by the Insured's insurance advisor.

#### Fraud

If the insured, or anyone acting on the Insured's behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this contract of insurance shall be invalid and all claims shall be forfeited.

#### Sanctions

Insurers 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.

### SECTION A - DEFINITIONS

In this Section:-

1. "Insured Person" shall mean the Insured Person(s) listed in the Certificate of Insurance.
2. "Bodily Injury" shall mean identifiable physical injury which:
  - (i) is caused by an Accident during the period of insurance, and
  - (ii) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.
3. "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs within the Geographical Limits at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.

"Accident" shall also include disappearance. If the Insured Person is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Insurer that leads them inevitably to the conclusion that the Insured Person has sustained

Bodily Injury and that such injury caused their death, the Insurer shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if the Insured Person is subsequently found to be living.

4. "Illness" shall mean Illness of the Insured Person which declares itself within the Geographical Limits during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
5. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
  - (i) Temporary Total Disablement (Accident): During such disablement but not beyond 104 weeks from the date on which the Insured Person first becomes disabled and excluding the first 21 days of each and every disablement.
6. "Permanent Total Disablement" shall mean:
  - (i) For Insured Persons **16 years and under**, Permanent Total Disablement is defined as being unable to perform two or more of the five Activities of Daily Living without assistance for a continuous period of 365 days and at the expiration of the 365 days period, it is reasonably certain that such disability will persist throughout the lifetime of the Insured person. The Activities of Daily Living are: eating, dressing, bathing, ambulation (ability to move from place to place) and toileting.
  - (ii) For Insured Persons **over 16 years**, Permanent Total Disablement is defined as being unable to perform any occupation suited by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 days period, it is reasonably certain that such disability will persist throughout the lifetime of the Insured Person.
7. "Loss of limb" shall mean loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
8. "Dental Treatment" shall mean necessary dental treatment performed by a qualified dental practitioner, including the repair or provision of Dentures, following loss of or damage to the Insured Person's teeth or Dentures caused by an Accident.
9. "Dentures" shall mean dentures, capped teeth, plates and other orthodontic work.
10. "Air Travel" shall mean being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
11. "Junior" shall mean persons 16 years and under.
12. "Annual Salary" shall mean annual gross basic salary in the 12 months immediately preceding the date of the Accident or Illness and shall be deemed to exclude remuneration received in respect of bonuses, commission, overtime and the like.
13. "Benefit Period" means the maximum (but not necessarily consecutive) period for which the Temporary Total Disablement benefit is payable, after deduction of the Excess Period.
14. "Country of Domicile" means the country in which the Insured Person normally resides.
15. "Excess Period" means the period at the commencement of each Benefit Period during which the benefit is not payable.
16. "Gross Weekly Wage" means 1/52<sup>nd</sup> of average Annual Salary.
17. "Loss of Sight" means the permanent and total loss of sight which shall be considered to have happened: -
  - a) In both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
  - b) In one eye if, after correction, the degree of sight the Insured Person has left is 3/60 or less on the Snellen Scale.
18. "Medical Expenses" means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.
19. "Sum Insured" and/or "Benefit" means the limit of Insurer's liability, as shown on the certificate of insurance and any attaching endorsement.
20. "Temporary Partial Disablement" means disablement which temporarily prevents the Insured Person from attending to the duties of his usual business or occupation.
21. "Terrorism" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
22. "United Kingdom" means England, Scotland, Wales, Northern Ireland and also, Channel Islands and Isle of Man. In respect of persons not resident in the United Kingdom reference to the United Kingdom is amended to read "Country of Domicile"

## **SECTION B - GENERAL CONDITIONS**

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

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

Provided always that:

1. compensation shall not be payable under more than one of the items of the Schedule of Compensation as a result of one Accident. This condition does not apply in respect of Dental Treatment by Item 9 of the Schedule of Compensation.
2. no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident or Illness.
3. the total sum payable under this Insurance in respect of any one or more claims to an Insured Person shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation, according to the level of cover specified in the schedule as being applicable in respect of the Insured Person, or added to this Insurance by endorsement, except that the Insurers will in addition pay for Dental Treatment and Medical Expenses as provided within the Terms and Conditions or as shown on the Certificate of Insurance.
4. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that item been covered.
5. if an Accident causes the death of the Insured 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 6 inclusive of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
6. 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 to 5, Loss occurs within twelve months of the date of the Accident.
  - (iii) under Item 6, the Insured becomes totally disabled within twelve months of the date of the Accident and such disablement lasts for twelve months.
  - (iv) under Item 9:-
    - (a) the repair or replacement of Dentures is to original prescription only.
    - (b) the necessary Dental Treatment is not available under the National Health Service.

### **SECTION C - SCHEDULE OF COMPENSATION & RIDING ACTIVITIES**

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

Incident Description		Tier Options			
		Junior (up to and inc. 16 Years)	Level 1	Level 2	Level 3
1	Accidental Death	£5,000	£20,000	£40,000	£80,000
2	Loss of One Eye	£25,000	£10,000	£20,000	£40,000
3	Loss of Two Eyes	£50,000	£20,000	£40,000	£80,000
4	Loss of One Limb	£25,000	£10,000	£20,000	£40,000
5	Loss of Two Limbs	£50,000	£20,000	£40,000	£80,000
6	Permanent Total Disablement	£100,000	£40,000	£80,000	£160,000
7	Temporary Total Disablement* (Accident Only)	Not Included	£250 Per Week	£500 Per Week	£750 Per Week
8	Dental	£2,500	£2,500	£2,500	£2,500

#### **Loss of Equipment**

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

#### **Increased Travel Expenses**

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

### **SECTION D - EXCLUSIONS**

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

1. War, whether war be declared or not, hostilities or any act of war or civil war; except whilst the Insured Person is travelling outside the United Kingdom, however this exception shall not apply where the Insured Person is taking an active part in such war, invasion or civil war;
2. The actual or threatened malicious use of Pathogenic or poisonous biological or chemical materials;
3. Nuclear reaction, nuclear radiation or radioactive contamination;
4. The Insured engaging in or taking part in armed forces service or operations, other than reserve or volunteer training;
5. The Insured engaging in flying of any kind other than as a passenger;
6. The Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence),;
7. The Insured Person's own criminal act, or whilst engaged in or taking part in civil commotions or riots of any kind.
8. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
9. The Insured's deliberate exposure to exceptional danger (except in an attempt to save human life);
10. The Insured being under the influence of alcohol or drugs;

11. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
12. Wear, tear or gradual deterioration of teeth or Dentures.
13. The cost of fitting or the cost of making good faulty workmanship or design of Dentures.
14. Dental treatment involving the use of precious metals.
15. Bodily Injury or Dental Treatment in respect of any person under the age of 5 years or over the age of 75 years.
16. Illness other than Illness arising from an Accident.
17. Temporary Total Disablement in respect of any person under 16 years of age.
18. The Insured Person whilst riding or driving in any kind of race.
19. Terrorism involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
20. The Insured Person being in a state of insanity, whether temporary or otherwise.
21. Physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered, and was known to suffer, prior to the commencement of this Certificate, or prior to the date of addition to this Certificate, whichever is the later.
22. The Insured Person undertaking any stunt riding or activity related to stunt riding.
23. This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:
  - i. the use of, or inability to use;
  - ii. any error or omission relating to the use of; or
  - iii. any hoax or threat relating to the use of;
 any application, process or software.

## **SECTION E - GEOGRAPHICAL LIMITS & OPERATIVE TIME**

Geographical Limits - Accidents occurring anywhere in the World.

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

## **SECTION F - APPLICABLE LAW**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

## **SECTION G - MEMORANDA**

1. Prior Disability  
If the result of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the result of the Accident shall be the amount which it is reasonably considered would have been payable if such result had not been so aggravated.
2. Notice  
Notice must be given to the Insurers as soon as reasonably practicable of any Accident or Illness which causes or may cause disablement or necessitate Dental Treatment within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner or dental practitioner as appropriate.  
Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from 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 or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be necessary to make examination of the person of the Insured Person.
3. Other Insurance  
In respect of Illness the Insured Person may not have other Illness insurance except as specifically declared to the Insurers at inception hereof or agreed by them during the Period of Insurance.

## **SECTION H - CANCELLATION (COOLING OFF)**

The insured is entitled to cancel this contract of insurance by writing to, or telephoning KBIS within fourteen (14) days of either:

- the date the insured receive this contract of insurance; or
- start of the **period of insurance**

whichever is the later.

If the insured cancel prior to the start of the period of insurance the insured will receive a full refund of premium.

If the insured cancels within fourteen (14) days of the start of the period of insurance insurers will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided the insured 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 insurers receive the notice of cancellation from The insured.

### **Cancellation (After the Cooling Off Period)**

The insured can also cancel this policy at any time by writing to, or telephoning KBIS.

Insurers will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided The insured 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 insurers receive the notice of cancellation from The insured.

Insurers can cancel this policy by giving the insured thirty (30) days' written notice by recorded delivery at the Insured Person's current address shown in the Schedule. Insurers will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided The Insured Person 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.

## **SECTION I - HOW TO MAKE A CLAIM**

The insured need to complete a claim form for the incident in question. the insured can notify KBIS of a claim and obtain a claim form by calling 01635 247474 or email [ask@kbis.co.uk](mailto:ask@kbis.co.uk).

The Insured's Doctor may charge the insured a fee for completing a claim form, the policy does not cover this cost.

## **SECTION J - HOW DO I MAKE A COMPLAINT?**

If the insured 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: 01635 247474  
Email: [ask@kbis.co.uk](mailto:ask@kbis.co.uk)

If **the insured** wishes to make a complaint, **the insured** can do so at any time by referring the matter to:

Complaints Manager  
XL Catlin Insurance Company UK Limited  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom  
Email: [AXAXLUKComplaints@axaxl.com](mailto:AXAXLUKComplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

Complaints that cannot be resolved by the Complaints Manager may be referred to the Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
*United Kingdom*

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

### **From outside the United Kingdom**

Telephone Number: +44 (0) 20 7964 1000  
Fax: +44 (0) 20 7964 1001

## **SECTION K - FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

KBIS Ltd and XL Catlin Insurance Company UK Limited are covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation from the Scheme if insurers are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **SECTION L – REGULATORY INFORMATION**

### **Data Protection Act**

Any information provided to the Insurers regarding the Insured, person indemnified or any Person Employed will be processed by the Insurers, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any. This may necessitate providing such information to third parties.

### **Prudential Regulation Authority and Financial Conduct Authority**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

### **Rights of Third Parties**

It is not the intention of this insurance that any party except the Insured Person and those named or defined as "the Insured" herein or other parties specifically indemnified by this insurance should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.