

KBIS 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 Underwriters. 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 Underwriters. 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, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** 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, **we** obtain evidence which establishes that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and settling the terms and premium of this insurance **we** may:

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

Careless misrepresentation generally

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

- give **you** notice in writing that **you** must pay more for **your** insurance;
- give **you** notice in writing that the terms of **your** insurance have changed; or
- cancel this contract of insurance by giving **you** 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 **we** give **you** notice that the terms of **your** insurance have changed or that **you** must pay more for **your** insurance then **you** may give **us** thirty days' (30) notice in writing that **you** wish to terminate the contract.

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

If we establish that **you** deliberately or recklessly provided **us** with false information we may:

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

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.

Fraud

If **you**, or anyone acting on **your** 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

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.

SECTION A - DEFINITIONS

In this Section:-

1. "Insured Person" shall mean the Insured Person(s) listed in the Schedule.
2. "Bodily Injury" shall mean identifiable physical injury which:
 - (i) is caused by an Accident, and
 - (ii) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the

Accident.

3. "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs within the Geographical Limits at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
4. "Illness" shall mean Illness of the Insured Person which declares itself within the Geographical Limits during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
5. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to his usual business or occupation.
 - (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 14 days of each and every disablement.
 - (ii) Temporary total Disablement (Illness): By Illness of any kind during such disablement but not beyond 104 weeks from the date on which the Insured Person first became disabled and excluding the first 21 days of each and every disablement.
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.

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, or suffers Illness during the Period of Insurance, they will pay to the Insured Person, or to the Insured Person's Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Insurance.
2. they will indemnify the Insured Person, up to but not exceeding the limit specified in the Schedule of Compensation, for the cost of Dental Treatment performed within 12 months of the date of the Accident.

Provided always that:

1. compensation shall not be payable under more than one of the items of the Schedule of Compensation as a result of of one Accident or of one Illness. This condition does not to 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 under Items 1 to 6 inclusive of the Schedule of Compensation in respect of the same Accident or Illness.
3. the total sum payable under this Insurance in respect of any one or more claims to an Insured Person shall not exceed in all the largest sum insured 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.
4. if an Accident causes the death of the Insured within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 inclusive of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. compensation shall only be payable under the items of the Schedule of Compensation if:
 - (i) under Item 1, death occurs within twelve months of the date of the Accident.
 - (ii) under Items 2 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.

INCIDENT	OPTIONS			
	Junior	Bronze	Silver	Gold
1 Accidental Death	£5,000	£20,000	£50,000	£100,000
2 Loss of One Eye	£25,000	£10,000	£25,000	£50,000
3 Loss of Two Eyes	£50,000	£20,000	£50,000	£100,000
4 Loss of One Limb	£25,000	£10,000	£25,000	£50,000
5 Loss of Two Limbs	£50,000	£20,000	£50,000	£100,000
6 Permanent Total Disablement	£100,000	£40,000	£100,000	£200,000
7 Temporary Total Disablement (Accident)	N/A	£100 per week	£250 per week	£500 per week
8 Temporary Total Disablement (Sickness)	N/A	£100 per week	£250 per week	£500 per week
9 Dental	£2,000	£2,000	£3,000	£5,000

The maximum benefit payable under benefits 7 & 8 is limited to 75% of the Insured's weekly salary. In order to calculate this figure the Insured will be required to evidence their annual salary. The maximum payment is based upon 1/52 of the annual salary multiplied by 75%.

You will only be covered for the riding activities according to the option selected in the Schedule of Compensation. The group, as defined in the schedule, will cover for the following activities:

Group A: Hacking, Driving Showing, Dressage, Horse Handling, Breaking, Gymkhana, Pony Club Activities, Riding Club activities, Unaffiliated & Affiliated Showjumping, Endurance Riding, Western Riding, Vaulting, Cross Country Schooling, Hunting, Hunter Trials, Non-Competitive Driving, Pony Racing, Flat Racing & Arab Racing.

Group B: As per Group A Plus: Cross Country Team Chasing, Affiliated Eventing - Intro & Pre-Novice, Unaffiliated Eventing, Competitive Driving, Polo, Polocross.

Group C: As per Group A & B Plus: Steeplechasing, Hurdle Racing, Point to Points & Hunterchasing (Amateur Riders only), BHTA (BE) or IHTS 3-day events, Affiliated Eventing - Novice and Above.

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;
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 Assured engaging in or taking part in armed forces service or operations;
5. The Assured engaging in flying of any kind other than as a passenger;
6. The Assured's suicide or attempted suicide or intentional self-injury or the Assured being in a state of insanity;
7. 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;
8. The Assured's deliberate exposure to exceptional danger (except in an attempt to save human life);
9. The Assured's own criminal act;
10. The Assured 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 in respect of any person under the age of 16 years or over the age of 65 years.
17. Temporary Total Disablement in respect of any person under 16 years of age.
18. 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

Accident/Illness - occurring anywhere in the World.

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. Increased Hazard

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

2. Prior Disability

If the 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.

3. 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.

4. 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)

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**.

We can cancel this **policy** by giving **you** thirty (30) days' written notice by recorded delivery at **your** current address shown in the Schedule. **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.

SECTION I - HOW TO MAKE A CLAIM

You need to complete a claim form for the incident in question. You can notify KBIS of a claim and obtain a claim form by calling 01635 247474 or email ask@kbis.co.uk.

Your Doctor may charge you a fee for completing a claim form, the policy does not cover this cost.

SECTION J - HOW DO I MAKE A COMPLAINT?

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: 01635 247474
Email: ask@kbis.co.uk

If **you** wish to make a complaint, **you** 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
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

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 we 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

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 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