

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 Catlin Syndicate 2003 at Lloyd's of London 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 Lloyd's Underwriters. Unless otherwise stated the policy duration will be 12 months.

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. Words in the masculine gender shall include the feminine.

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 in respect of the consequences of one Accident or of one Illness. This proviso 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 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

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 section 7 & 8 is limited to 75% of the Insured's weekly Salary.

Riding Activities:

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

Group B: Hacking, Driving Showing, Dressage, Horse Handling, Breaking, Gymkhana, Pony Club Activities, Riding Club activities, Unaffiliated & Affiliated Showjumping, Endurance Riding, Western Riding, Valuting, Cross Country Schooling, Hunting, Hunter Trials, Non-Competitive Driving, Pony Racing, Flat Racing & Arab Racing, Cross Country Team Chasing, Affiliated Eventing - Intro & Pre-Novice, Unaffiliated Eventing, Competitive Driving, Polo, Polocross.

Group C: Hacking, Driving Showing, Dressage, Horse Handling, Breaking, Gymkhana, Pony Club Activities, Riding Club activities, Unaffiliated & Affiliated Showjumping, Endurance Riding, Western Riding, Valuting, Cross Country Schooling, Hunting, Hunter Trials, Non-Competitive Driving, Pony Racing, Flat Racing & Arab Racing, Cross Country Team Chasing, Affiliated Eventing - Intro, Pre-Novice & Novice, Unaffiliated Eventing, Competitive Driving, Polo, Polocross, 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 Immunodeficiency 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. Pregnancy or childbirth;

12. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
13. Wear, tear or gradual deterioration of teeth or Dentures.
14. The cost of fitting or the cost of making good faulty workmanship or design of Dentures.
15. Dental treatment involving the use of precious metals.
16. Bodily Injury or Dental Treatment in respect of any person under the age of 5 years or over the age of 75 years.
17. Illness in respect of any person under the age of 16 years or over the age of 65 years.
18. Temporary Total Disablement in respect of any person under 16 years of age.

SECTION E - GEOGRAPHICAL LIMITS

Accident/Illness - occurring anywhere in the World.

SECTION F - APPLICABLE LAW

The law of England and Wales will apply to this contract unless the Underwriters have agreed otherwise prior to inception of this Policy.

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 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 Insurance 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.
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.

It is a condition precedent to Insurers' 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 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. Other Insurance
It is a condition precedent to Insurers Liability in respect of Illness that the Insured Person has no 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

In the event of a claim the full annual premium must be paid and no return premium is given in respect of cancellation. In all other cases:

- 1) If you decide not to continue with the policy within the first 14 days you will receive a full refund.
- 2) If you have restrictions on your policy which cannot be mutually resolved then you may cancel the policy within 14 days of being advised of the restrictions, but not exceeding 30 days from inception, with no charge.
- 3) Thereafter if you wish to cancel your insurance please advise us by calling us on 01635 247474 and the policy will be cancelled on a pro rata basis.

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 a complaint about your Policy please contact KBIS.

Kbis Ltd.

Cullimore House,

Peasemore

Newbury

Berkshire

RG20 7JN

United Kingdom

Tel: 01635 247474

Email: complaint@kbis.co.uk

If you are still not satisfied when a final response is issued you may refer your complaint in writing to the Lloyd's of London at Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

SECTION K - FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

KBIS Ltd and Catlin are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we cannot meet our liabilities. You may be entitled to compensation up to £2,000 for the first part of any claim and 90% of the remainder.

Further information about compensation scheme arrangements is available from the FSCS.