



HARRY HALL
EST.1891


Your One Club Enhanced Membership

harryhall.com

01274 711011

equario
INSURANCE (GUERNSEY) LTD

POLICY SCHEDULE

Policy Number:	EIG-PA-E-2024
Type:	Enhanced Personal Accident (Fracture)
Master Insured:	Harry Hall International Limited
Address of the Master Insured:	Hope Park Business Centre 4 Coop Place Rooley Lane Bradford BD5 8JX
Insured:	All Enhanced Members of the Harry Hall One Club
Geographical Limits:	United Kingdom of Great Britain & Northern Ireland
Age Limit:	Under 76 years at the start of the Period of Insurance
Period of Insurance:	Risks attaching during the period 01 July 2024 to 30 June 2025 Both days inclusive Local Standard Time at the Address of the Insured stated herein
Enhanced Member's Period of Insurance:	This Insurance shall only cover the Insured whilst taking part in Equine Activities, for twelve consecutive months only, from the time of attachment per membership of the Harry Hall One Club
Insurer:	Equario Insurance (Guernsey) Limited Level 5, Mill Court La Charroterie St Peter Port Guernsey GY1 1EJ Registered in Guernsey under Guernsey Company Number 69867. Licensed by the Guernsey Financial Services Commission ("GFSC") under the Insurance Business (Bailiwick of Guernsey) Law, 2002.
Equine Activities:	Recreational riding and ownership or control for a Horse or a Horse Drawn Vehicle and Your direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows, and events organised by or affiliated to The Horse Agility Club, British Eventing, British Dressage, British Show jumping & British Show Horse Association and also to AQHA Arena based trail riding.
Equine Excluded Activities:	All activities other than those stated in Equine Activities above are excluded unless specifically agreed by the Insurers
Authorised Signatory :	

COMPLAINTS

We are dedicated to providing You with a high quality service and we want to ensure that we maintain this at all times. If You feel that we have not offered You a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance, You should bring any questions or concerns regarding this policy, your cover or our service to the attention of the insurance intermediary at the address below:

Customer Relations Team
Harry Hall International Limited
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX
Email: contact@harryhall.com

If your complaint is about the way in which we provide or administer your cover (but not anything to do with its sale or any administration carried out for You) and You are not satisfied with the response, you should contact us at:

Compliance Officer
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey GY1 1EJ.
Email: equario@arm.co.gg

We will acknowledge your complaint within 3 working days and do everything we can to put the matter right within 10 working days. If we cannot do this, we will let you know how long we think it will take us to fully investigate and who will be responsible for your complaint. Once we have completed our investigations, we will let you know the outcome.

Please note that Equario Insurance (Guernsey) Limited is regulated by the Guernsey Financial Services Commission (GFSC). If you remain dissatisfied then you may refer your complaint to the Channel Islands Financial Ombudsman (CIFO) at:

Channel Islands Financial Ombudsman ("CIFO")
P O Box 114
Jersey, Channel Islands, JE4 9QG
Email: enquiries@ci-fo.org
Website: www.ci-fo.org
Phone: +44 1534 748610

If your complaint is about the sale of this cover or any administration carried out for you by Harry Hall International Limited and you disagree with any reply from their Customer Relations Team regarding your policy, you may ask the Financial Ombudsman Service to review your complaint. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 – calls to this number are now free on mobile phones and landlines
0300 123 9123 – calls to this number cost no more than calls to 01 and 02 numbers
Complete the online form at:
www.financial-ombudsman.org.uk/contact

Please note that the Financial Ombudsman Service may not be approached in respect of the insurance, or any services provided by the insurer. This will not affect your right to take legal proceedings.

Table of Benefits

Equario Insurance (Guernsey) Limited will pay the **Sum Insured** to the **Insured**, in accordance with the following Table of Benefits in the event of the **Insured** sustaining a **Fracture**, subject to the terms and conditions of the Equario Insurance (Guernsey) Limited Enhanced Personal Accident Policy.

Item	Bone Fracture	A	B
		Sum Insured (Age 14-65)	Sum Insured (Age under 14 or over 65)
1	Skull (open/closed fracture)	£1,500	£750
2	Cheekbone	£1,000	£500
3	Jaw	£1,000	£500
4	Collar bone	£1,000	£500
5	Shoulder blade	£1,000	£500
6	Sternum	£1,000	£500
7	Arm	£1,000	£500
8	Ribs	£1,000	£500
9	Vertebra	£1,000	£500
10	Wrist/Hand (excludes fingers)	£1,000	£500
11	Pelvis	£1,000	£500
12	Upper leg	£1,000	£500
13	Knee	£1,000	£500
14	Lower leg	£1,000	£500
15	Ankle	£1,000	£500
16	Foot (excludes toes)	£1,000	£500

	Age 14-65	Age under 14 or over 65
Maximum Sum Insured Any One Occurrence*	£3,500	£1,750

*Note: please refer to policy conditions as certain types of fracture such as comminuted fractures are classed as one fracture.

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How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

Claims Procedure

The **Insured** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible and notice of any incident that may give rise to a claim must be made as soon as is feasibly possible.

Claim Notifications should be sent to:

Harry Hall International Limited

Hope Park Business Centre

4 Coop Place

Rooley Lane

Bradford BD5 8JX

Telephone: 01274 711011

Email: fractureclaims@harryhall.com

Claims are administered by Harry Hall International Ltd, which is authorised and regulated by the FCA, firm reference number 968047.

General Information

This **Policy** has been introduced to you by Harry Hall International Limited (“Harry Hall”).

This **Policy** is underwritten by Equario Insurance (Guernsey) Limited, which is registered in Guernsey under Registration Number 69867 and is regulated by the Guernsey Financial Services Commission (GFSC).

Equario Insurance (Guernsey) Limited’s registered office is Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ.

Harry Hall International Limited and Equario Insurance (Guernsey) Limited are entities which both have the same ultimate beneficial owner.

The **Policy**, schedule, and endorsements should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact Harry Hall immediately.

Data Protection and Privacy

The **Insurer** and its intermediaries record and hold your personal data in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 and the UK Data Protection Act 2018 (“the Law”) and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The **Insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **Policy**. The **Insurer** will particularly share information with Harry Hall International Limited in the UK who assist with the administration of **Your Policy** and any questions around the use of **Your** personal data. The **Insurer** will also share information with Rokstone Underwriting on behalf of reinsurers.

In order to comply with the Law, the **Insurer** is committed to processing personal information fairly and transparently. Any information and data provided to the **Insurer** is for the purposes of the provision of insurance services and will be processed fairly and securely in accordance with these purposes.

- a. The **Insurer** collects non-public personal information about **You** and any other party covered by this insurance from the information the **Insurer** receives from **You** on applications or other forms;
- b. The **Insurer** does not disclose any non-public personal information relating to **You** and/or any other party covered by this insurance to anyone except as is necessary in order to provide its products or services to **You** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting, or the like.)
- c. The **Insurer** will take all reasonable precautions to preserve the integrity and prevent any corruption, loss, destruction of, or damage to all data and information.
- d. The **Insurer** undertakes to comply, and to have adequate measures in place to ensure that its staff comply, at all times with the provisions and obligations contained in (as amended from time to time) any relevant data protection law and regulation.
- e. The **Insurer** restricts access to non-public personal information relating to **You** and/or any other party covered by this insurance to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the insured's account.
- f. **You** have the following rights in relation to the handling of **Your** personal data:
 - **You** are entitled to access the personal data which the **Insurer** is holding about **You**;
 - **You** are entitled to have any inaccuracies in **Your** personal data corrected;
 - **You** are entitled to request that the **Insurer** restrict the processing of **Your** personal data, under certain conditions;
 - **You** have the right to object to the **Insurer** processing **Your** data, under certain circumstances;
 - **You** are entitled to have the personal data the **Insurer** holds about **You** erased, except where its retention is required by law or contract.

g. **You** should make any requests or questions regarding **Your** personal data to Harry Hall International Limited who administers such requests or questions on **Our** behalf using the details below:

FAO: The Data Protection Officer
Harry Hall International Limited
4 Coop Place
Rooley Lane
Bradford
BD5 8JX Or by email to dpo@harryhall.com

Harry Hall will respond to your questions within one month

If **You** are not satisfied with how **Your** personal data has been processed **You** may contact the **Insurer** at this address:

The Compliance Director
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey GY1 1EJ

If **You** remain dissatisfied, **You** have the right to apply directly to the Guernsey Data Protection Commissioner, whose contact details are:

Office of the Data Protection Commissioner
St Martin's House,
Le Bordage,
St Peter Port
Guernsey GY1 1BR
Email: enquiries@odpc.gg
Telephone: +44 (0)1481 742074

Your Insurance Policy

We will insure **You** against **Fracture** as defined in this **Policy**, which occurs within the **Period of Insurance**. The **Policy**, schedule, and endorsements should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify Harry Hall promptly as any failure to do so may prejudice **Your** rights under this **Policy**.

Law Applicable

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this **Policy** shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the **Insurer**

Director

Equario Insurance (Guernsey) Limited

Registered Office: Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EG

Registered in Guernsey No: 69867

Authorised and regulated by the Guernsey Financial Services Commission (GFSC)

Policy Coverage

Cover

If, during the **Period of Insurance**, whilst taking part in **Equine Activities** within the **Geographical Limits** as denoted in the schedule, an **Insured** suffers a **Fracture** then **We** will pay the appropriate **Sum insured** as stated on the **Policy** schedule for such **Fracture**.

The **Sum Insured** payable by the **Insurer** for any **Fracture** incurred by an **Insured** shall be as per the Table of Benefits in the **Policy** schedule.

Conditions Applicable

The following conditions should be read in conjunction with the General Conditions applying to the whole **Policy**:

1. Multiple fractures from one occurrence will be treated as a single claim.
2. More than one break to the same bone, including comminuted fractures, will be entitled once to the Sum Insured established for the affected bone, as outlined in the Table of Benefits.
3. Where the **Insured Fractures** more than one bone as outlined in the schedule, we will pay up to a maximum of three **Fractures** per any one occurrence and up to a maximum of three occurrences per **Enhanced Member's Period of Insurance**.
4. Where an **Insured** is over 65 years of age or under 14 years of age at the start of the **Enhanced Member's Period of Insurance**, as shown in the schedule of this **Policy**: the appropriate **Sum Insured** shall be that shown in column 'B' of the Table of Benefits in the **Policy** schedule.

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy**, it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy**, and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy**, words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An Act of Terrorism can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore, the perpetrators of an Act of Terrorism can either be acting alone, or on behalf of or in connection with any organisation or government.

Bowing fracture

Bowing fractures or plastic deformities are incomplete fractures of tubular long bones and occur as a plastic response to longitudinal stress.

Brittle bone disease

Brittle bone disease is a genetic or heritable disease in which bones fracture (break) easily, often with no obvious cause or minimal injury.

Comminuted fracture

A fracture in which the bone is broken into more than two pieces.

Equine Activities

The **Insured's** recreational riding and ownership or control of a **Horse** or a **Horse Drawn Vehicle** and the **Insured's** direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows, and participation in events organised by or affiliated to British Eventing, British Dressage, British Show jumping and British Show Horse Association.

Enhanced Member

Anyone holding either an 'Enhanced Gold', 'Enhanced Gold Plus', 'Enhanced Family Gold', 'Enhanced Family Gold Plus', 'Enhanced Platinum' or 'Enhanced Family Platinum' Harry Hall One Club Membership.

Equine Excluded Activities

All activities other than those stated in **Equine Activities**.

Family

All descendants of a common ancestor, all household members or any stepchildren.

Fracture

For the purpose of this policy, a **Fracture** is defined as a discontinuity in the bone caused solely by **Accidental** means and independently of **Illness**, previous injury or any other cause, resulting from mechanical forces that exceed the bone's ability to withstand them. **Fractures** must be evidenced by radiological imaging tests.

Horse

Any horse, pony, donkey, mule, ass or jennet.

Horse Drawn Vehicle

Any non-motorised carriage, cart, wagon or wheeled attachment which is designed to be pulled behind a Horse excluding caravans, trailer tents, catering trailers, exhibition trailers or items of machinery.

Illness

A disease or sickness of the **Insured**.

Insured/You/Your, Yours

Any person shown in the **Policy** as being an **Insured**. For an **Insured**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured** ceases to be an **Enhanced Member** of the Harry Hall One Club.

Medical Practitioner

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured** or;
2. A member of the immediate **Family** of the **Insured**.

Our, Us, We, Insurer

Equario Insurance (Guernsey) Limited

Pathological Fracture

A pathological fracture is one in which breaks in the bone are caused by, or directly related to an underlying disease. Examples of pathological fractures include those caused by osteoporosis, or other bone diseases or cancer.

Period of Insurance

The period as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Policy

This document, schedule and any endorsements attached or issued with it.

Sum Insured

The **Sum Insured** noted in the **Policy** schedule for the item against which the **Insured** has claimed.

United Kingdom

England, Scotland, Wales, Northern Ireland, and the Isle of Man.

War

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether War be declared or not)
2. Invasion, civil War, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the Insured person or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of War weapons
8. An Act of Terrorism

Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured** whether War be declared with that state or not.

General Policy Conditions

The following General Conditions apply to this **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation

1) Your rights

Cover will cease for all categories of Members if the Harry Hall One Club withdraws membership or if the Member cancels their membership. Please refer to the Harry Hall One Club Terms and Conditions for further information.

You may cancel this **Policy** in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of **Policy** documentation, whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Harry Hall, instructing cancellation and returning all documentation to Harry Hall. The **Insurer** will refund the full amount of any premium paid by **You**.

If a claim has been made, or an incident notified to the **Insurer** that could give rise to a claim during the 'cooling off' period, that **Policy** will be treated as in force and no such refund will be made.

2) Insurers rights

The **Insurer** may cancel this **Policy** at any time by providing 30 days notice of cancellation by recorded delivery letter to the Master Insured.

3) Return of premium

If this **Policy** is cancelled under the terms of (2) above and during the current **Period of Insurance**, there have been no:

- claims made under this **Policy** for which the **Insurer** has made a payment;
- claims made under this **Policy** which are still under consideration;
- events likely to give rise to a claim but yet to be reported to the **Insurer**;

then the **Insurer** shall make a return of the proportionate part of the premium in respect of the unexpired **Period of Insurance**, subject to the retention by the **Insurer** of any minimum and deposit premium under this **Policy**.

4) If the Master Insured fails to pay the premium in consideration of this **Policy** and fails to put this right within seven days of written notice being served to the Master Insured's last known address, then the **Policy** will be not taken up and will be treated as if it had never existed.

5) If **You** have made no payment in consideration of this **Policy** and **You** fail to put this right within seven days of written notice being served to **You**, the cover under this **Policy** will be treated as if it had never existed.

Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Failure to Comply with Policy Conditions

If an **Insured** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice an **Insured's** position to recover any claim under this **Policy**.

Fair Presentation of Risk

You must make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**.

Where **You** fail to make a fair presentation of the risk **We** may at **Our** absolute discretion;

1. Amend the **Policy** to record the correct information.
2. Treat the **Policy** as if it included any additional terms as **We** may have reasonably required had a fair presentation been made. Where different terms are applied that result in an additional premium, **You** shall be liable to pay for such an additional premium.
3. Reduce proportionately the amount for which **We** are liable on any claim by the proportion to which the premium actually charged bears to the premium that **We** would have charged had a fair presentation been made.
4. Refuse to pay **Your** claim.
5. Where the failure to make a fair presentation of the risk is to such an extent that had a fair representation been made, on the balance of probabilities **We** would not have issued the **Policy** **We** may:
 - (a) Avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
 - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - (c) Cancel the **Policy** under Policy Condition: Cancellation — Our Rights to Cancel

6. Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may;
- (a) Avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to Us
 - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the Policy
 - (c) In addition to avoiding **Your Policy We** may also avoid any other policies which **We** have issued to **You** and return the premium paid by **You** to **Us** for such policies except in the circumstances where;
 - (i) Failure to make a fair presentation under such policies is also deliberate and/or reckless
 - (ii) Claims have also been made on these policies

Sanction Limitation

We will not provide any cover, or be liable to pay any claim, or provide any benefit under this **Policy**, to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Bailiwick of Guernsey, United Kingdom or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Other Insurances

If at the time of a claim there is another valid insurance which entitles **You** to an indemnity, or would have entitled **You** to an indemnity if this **Policy** did not exist, then the insurance afforded by this **Policy** will be in excess of and will not contribute with such other insurance.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

Harry Hall One Club Membership

It is a condition precedent to any liability of the **Insurer** to make any payment under this **Policy** that **You** comply with such Terms and Conditions and any Requirements of the Harry Hall One Club as may be amended from time to time including but not limited to selecting the correct level of membership based on the number of horses **You** own.

Claims Conditions

The following claims conditions apply to this **Policy**

Claims Co-operation

The **Insured** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless the **Insured** person co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

Claim Notification

Notice must be sent to Harry Hall, in accordance with the details under 'How to Make a Claim', as soon as practicable, of any **Accident** to an **Insured** and the **Insured** must as early as possible place themselves under the care of a duly qualified **Medical Practitioner**.

Radiology/X Ray reports must be submitted with the specifications of the location and **fracture** type and description of any underlying bone defect or disorder, or a report from the **Medical Practitioner** including mentioned details.

When a **fracture** affects growth plate(s) in paediatric population, and it is not obvious on radiology images, a suitable clinical diagnosis and treatment plan must be reported by a **Medical Practitioner** appropriately specialized in orthopaedics or trauma medicine and submitted to the **Insurer**.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured** shall provide, when requested by **Us**, all authorisations necessary to obtain an **Insured's** medical records. **We** have the right to have an **Insured** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

Claims Outstanding Premiums

It is a condition precedent to any liability of the **Insurer** to make any payment under this **Policy** to **You**, that no premium and/or membership fees be outstanding from **You** except to such extent as agreed in writing between **You** and the **Insurer** or the Master Insured.

General Policy Exclusions

The following Policy Exclusions apply to this **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We will not cover any **Fracture**:-

1. Whilst the **Insured** is engaged or taking part in military, air force or naval service or operations.
2. Arising out of **Equine Excluded Activities**
3. Directly or indirectly caused or contributed to by the **Insured 's**
 - (a) Intentional self-injury
 - (b) Suicide or attempted suicide
 - (c) Provoked assault or fighting except in bona fide self-defence
 - (d) Own criminal act
 - (e) Engagement or participation in civil commotions or riots of any kind
 - (f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
4. Any claim arising from or attributable to **Illness** or natural cause
5. For claims where medical or other suitable evidence is not provided.
6. Whilst the **Insured** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured** unfit to drive regardless of whether the **Insured** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
7. Occasioned by or occurring whilst the **Insured** is in a state of insanity temporary or otherwise.
8. Arising from or attributable to **War** (whether declared or not), whilst the **Insured** is in the United Kingdom or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
This exclusion shall automatically be deemed inoperative if the **Insured's** presence in such country or area is attributable to:
 - (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
 - (b) Involuntary diversion or transit due to force majeure or to hijack, kidnap or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
9. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

10. Arising from a disability or condition of the **Insured** for which medical advice or treatment has been given prior to the inception of cover under this insurance.
11. Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured**, including anxiety and/or depression.
12. This insurance includes riding but excludes racing at any racecourse or point-to-point course from time of weigh-out for the race until time of weigh-in thereafter.
13. This insurance excludes all claims arising from any **Insured** who is a member of RIABS at the time of the **Accident**.
14. The following fracture types are not covered:
 - a. Stress or hairline fractures
 - b. **Bowing fractures**
 - c. **Pathological fractures** (such as, as a result of osteoporosis, **Brittle bone disease**, or other degenerative bone disorder(s))
 - d. **Fractures** where an imaging test hasn't been obtained.
 - e. **Fractures** of fingers or toes.