



**HARRY HALL**  
EST.1891

# Your Personal Accident Policy


[harryhall.com](http://harryhall.com)

01274 711011

**equario**  
INSURANCE (GUERNSEY) LTD

Harry Hall International Limited is authorised and regulated by the Financial Conduct Authority (FRN 968047)  
Registered Office: Hope Park Business Centre, 4 Coop Place, Rooley Lane, Bradford, BD5 8JX  
Registered in England No. 01362323

## POLICY SCHEDULE

<b>Policy Number:</b>	EIG-PA-2024
<b>Type:</b>	Personal Accident
<b>Master Insured:</b>	Harry Hall International Limited
<b>Address of the Master Insured:</b>	Hope Park Business Centre 4 Coop Place Rooley Lane Bradford BD5 8JX
<b>Insured:</b>	All categories of Gold and Platinum Members of the Harry Hall One Club
<b>Geographical Limits:</b>	United Kingdom Of Great Britain & Northern Ireland
<b>Age Limit:</b>	Under 76 years at the start of the Period of Insurance
<b>Period of Insurance:</b>	Risks attaching during the period  25 <sup>th</sup> May 2024 to 24 <sup>th</sup> May 2025  Both days inclusive Local Standard Time at the Address of the Insured stated herein
<b>Gold Member and Gold Plus Member Period of Insurance</b>	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
<b>Insurer:</b>	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.
<b>Gold Member Equine Activities:</b>	Recreational riding and ownership or control of a Horse or Horse Drawn Vehicle and Your direct participation in local gymkhanas, hunting, unaffiliated dressage and jumping shows.
<b>Gold Plus and Platinum Member Equine Activities:</b>	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.
<b>Gold Member Equine Excluded Activities:</b>	All activities other than those stated in Gold Member Equine Activities above are <b>excluded</b> unless specifically agreed by the Insurers
<b>Gold Plus and Platinum Member Equine Excluded Activities:</b>	All activities other than those stated in Gold Plus Member Equine Activities above are <b>excluded</b> unless specifically agreed by the Insurers
<b>Authorised Signatory:</b>	

## 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](mailto: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](mailto: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](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://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](http://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 **Bodily Injury**, subject to the terms and conditions of the Equario Insurance (Guernsey) Limited Personal Accident Policy.

Item	Benefits Payable in Respect of Accident	Sum Insured (Each Insured)
1	Death	£10,000
2	Permanent Total Loss of Sight of One Eye	£10,000
3	Permanent Total Loss of Sight of Both Eyes	£10,000
4	Loss of One or More Limb(s)	£10,000
5	Permanent Total Loss of Speech	£10,000
6	Permanent Total Loss of Hearing	
	(a) In One Ear	£2,500
	(b) In Both Ears	£10,000
7	Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb(s), or loss of Speech and Hearing in one or both ears)	£10,000

<b>Maximum Sum Insured Any One Occurrence</b>	£10,000
Maximum total <b>Sum Insured</b> payable to any one <b>Insured</b> in any <b>Period of Insurance</b> in respect of items 1,2, 3,4,5,6(b) & 7	£10,000
Maximum <b>Sum Insured</b> in respect of item 6 (a)	£2,500

## Contents

How to make a Claim.....	6
General Information.....	7
Data Protection and Privacy .....	7
Your Insurance Policy.....	10
Policy Coverage.....	11
General Policy Definitions .....	13
General Policy Conditions.....	17
Claims Conditions .....	20
General Policy Exclusions .....	21

## 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

Claim Department

GHG Solutions Ltd

Barclays House

20-24 Market Street

Eastleigh

SO50 9FD

**Telephone:** 02382 356578

**Email:** [harryhallclaims@ghgsolutions.co.uk](mailto:harryhallclaims@ghgsolutions.co.uk)

Claims are administered by GHG Claim and Risk Solutions, which is authorised and regulated by the FCA, firm reference number 913965.

## 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 GHG Claim and Risk Solutions for the purpose of claims administration.

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

Hope Park Business Centre

4 Coop Place

Rooley Lane

Bradford

BD5 8JX

Or by email to [dpo@harryhall.com](mailto: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](mailto:enquiries@odpc.gg)

Telephone: +44 (0)1481 742074

## Your Insurance Policy

**We** will insure **You** against **Bodily Injury** 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 **Bodily Injury**, which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

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

### Extensions to the Policy

The insurance provided is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

#### 1. Disappearance Extension

If the **Insured** disappears during the **Period of Insurance**, and their body is not found within 90 days after their disappearance. **We** will pay the appropriate sum insured indicated under Item 1 on the **Policy** schedule provided that the person(s) to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured** is subsequently found to be living. Before any payment is made, sufficient evidence must be produced that leads **Us** inevitably to the conclusion that the **Insured** sustained **Bodily Injury** and that such injury caused their death.

#### 2. Medical Expenses

We will pay the cost for medical expenses incurred following **Bodily Injury**, which results in a valid claim under items 1- 7 of the **Policy** schedule. **We** will pay up to, but not exceeding, 20% of any claim amount paid under such item(s), up to a maximum total **Sum Insured**, including medical expenses, of £10,000 per **Insured**.

#### *Exclusions applicable to Medical Expenses*

**We** will not pay for any claim where the benefit payable is recoverable under any other insurance that an **Insured** may have in force.

### Conditions Applicable

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

1. Where an **Insured** is a **Dependant Child**:

(a) The **Sum Insured** for **Accidental** death shall be limited to £5,000

(b) The definition for **Permanent Total Disablement** shall be amended to read as follows:

"Disablement which entirely prevents the **Insured** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially"

2. Where an **Insured** is over the age of 65 years at the start of the **Period of Insurance**, as shown in the schedule of this **Policy**:

(a) The **Sum Insured** for Items 1-7 on the **Policy** schedule shall be reduced to 10% of the **Sum Insured** as shown on the **Policy** schedule.

(b) Medical expenses shall not be covered

3. If an **Accident** causes the **Insured**'s death within twelve months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under Items 2-7 of the **Policy** schedule, **We** will only pay the **Sum Insured** as stated under Item 1 of the **Policy** schedule.

4. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such Items.

5. We will not pay for more than one of the benefits covered under Items 1-7 in respect of the same **Accident**.

6. Claims for medical expenses will only be payable to the extent of the difference between the total cost of the expense thus incurred and any amount covered by other insurance

## 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.

### Bodily Injury

Identifiable physical injury which:-

1. Is sustained by an **Insured** , and
2. Is caused by an **Accident** during the **Period of Insurance**, and
3. 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** within twelve months from the date of the **Accident**.

### Dependant Child

A child under the age of 18 years or under the age of 23 years if in full time education.

### Equine Activities

The **Insured's** use, 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.

Where an **Insured** is either a **Gold Plus Member** or **Platinum Member**, **Equine Activities** is extended to also cover events organised by or affiliated to 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**. For the avoidance of doubt, such list of excluded activities includes but is not limited to rodeo, trick riding and lassoing of cattle unless stationary.

### **Family**

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

### **Family Membership**

Anyone who has purchased either a 'Family Gold, 'Family Gold Plus' or 'Family Platinum' Harry Hall One Club Membership for up to 4 Family members permanently residing with the Member at the same address.

### **Gold Member**

A person holding either:

an Individual 'Gold' Membership of the Harry Hall One Club owning a maximum of 2 horses for which they are the registered owner or have a loan or share agreement in force; or

a 'Family Gold' Membership of the Harry Hall One Club owning a maximum of 4 horses in total for which one of the Family Gold Members is the registered owner or has a loan or share agreement in force.

### **Gold Plus Member**

A person holding either:

an Individual 'Gold Plus' Membership of the Harry Hall One Club owning a maximum of 2 horses for which they are the registered owner or have a loan or share agreement in force; or

a 'Family Gold Plus' Membership of the Harry Hall One Club owning a maximum of 4 horses in total for which one of the Family Gold Plus Members is the registered owner or has a loan or share agreement in force.

### **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 a **Gold Member, Gold Plus Member or Platinum Member** of the Harry Hall One Club.

### **Loss of Limb**

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

### **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

### **Period of Insurance**

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

### **Permanent Total Disablement**

Disablement which entirely prevents the **Insured** from attending to any business or occupation of any and every kind and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Hearing**

Permanent total and irrecoverable loss of hearing which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Sight**

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Speech**

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Platinum Member**

means a person holding either:

an Individual 'Platinum' Membership of the Harry Hall One Club owning a maximum of 10 horses in total for which they are the registered owner or have a loan or share agreement in force; or

a 'Family Platinum' Membership of the Harry Hall One Club owning a maximum of 10 horses in total for which one of the Family Gold Members is the registered owner or has a loan or share agreement in force.

### **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.

### **Radiation**

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

### **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
9. 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' on page One, 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**.

Notice must be sent to Harry Hall, in accordance with the details under 'How to Make a Claim' on page One, as soon as practicable in the event of the death of an **Insured** resulting or alleged to result from an **Accident**.

Under no circumstances will the **Insurer** be liable to pay benefit, unless the medical adviser(s) appointed by the **Insurer**, for the purpose of assessing the claim, shall be allowed, as often as may be deemed necessary, to make an examination of the **Insured** . Failure to comply with this condition may prejudice any claim made.

### 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 death, disablement or loss:-

1. Whilst the **Insured** is engaged or taking part in military, air force or naval service or operations.
2. Whilst the **Insured** is engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Arising out of **Equine Excluded Activities**
4. 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).
5. Any claim arising from or attributable to **Illness** or natural cause
6. For claims where medical or other suitable evidence is not provided.
7. 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).
8. Occasioned by or occurring whilst the **Insured** is in a state of insanity temporary or otherwise.
9. 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).

10. 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**.
11. Arising out of or consequent upon or contributed to **Radiation**.
12. 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.
13. 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.
14. 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.
15. This insurance excludes all claims arising from any **Insured** who is a member of RIABS at the time of the **Accident**.