

Countryside Alliance

Personal Accident Insurance Policy

Policy Number: 25040216 ECA



Contents

Introduction	3
Policy Schedule	4
Contract of Insurance	7
Important Information	8
Data Protection	8
Complaints Procedure	10
Contact details for claims and help	11
Policy Definitions	12
Personal Accident	16
Personal Accident Additional Benefits	16
Policy Conditions	17
Policy Exclusions	21



Introduction

Welcome to Aviva. **We** are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident insurance policy sets out the insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Schedule**, the information **You** have provided and the declaration **You** have made. Please read the policy and the **Schedule** carefully to ensure that the cover meets the requirements of the **Insured Person(s)** and **You**.

Please contact **Your** insurance adviser if **You** have any questions or if **You** wish to make adjustments.

This policy consists of individual sections. **You** should read this policy in conjunction with the **Schedule** which confirms the sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

Policy Schedule

The Policyholder	Countryside Alliance (including Countryside Alliance Ireland)	
Insured Person	Any Member of the Countryside Alliance or Countryside Alliance Ireland whilst participating in a Recognised Activity	
Effective date	01st January 2018	
	until	
Expiry date	31 st December 2018	
Event limit	Maximum payable any one Event shall be £10,000,000	
Operative time	<p>Cover starts from the time an Insured Person leaves their permanent residence in the United Kingdom or the Republic of Ireland and travels on a direct route to reach the Recognised Activity, continues whilst the Insured Person is undertaking the Recognised Activity and further continues after leaving the Recognised Activity whilst travelling on a direct route back to their permanent residence, with cover ceasing on arrival at the Insured Person's permanent residence. Cover will extend to include travelling to and from the Recognised Activity for the purposes of refreshment breaks.</p> <p>Where an Insured Person lives outside of the United Kingdom or Republic of Ireland cover will commence from the time the Insured Person reaches the Recognised Activity and will cease on leaving the Recognised Activity</p>	
Personal Accident		
Death		£15,000
Permanent Total Disablement		£35,000
Capital Benefits:		
	Total loss of hearing in both ears	£30,000
	Total loss of sight in one or both eyes	£30,000
	Total loss of speech	£30,000
	Loss of one or more Limbs	£30,000
	Loss of hearing in one ear	£7,500
	A thumb	£9,000
	A forefinger	£6,000
	Any finger other than a forefinger	£3,000
	A big toe	£4,500
	Any toe other than a big toe	£1,500
	A shoulder, elbow wrist	£7,500
	A wrist, hip, knee or ankle	£6,000
	Removal of lower jaw by surgery	£9,000

Any permanent disability not detailed will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

Note: Weekly benefits for temporary total disablement or temporary partial disablement will not be included under the covers provided by this policy

Personal Accident Additional Benefits

Scarring as a result of burns

4.5% or more but less than 9%	£1,700
9% or more but less than 18%	£3,400
18% or more but less than 27%	£6,700
27% or more	£10,000

Facial scarring as a result of Accidental Bodily Injury

Over 3 centimetres in length but less than 10 centimetres in length	£5,000
10 centimetres and above	£10,000

Medical Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home We will indemnify You on their behalf for up to 15% of the amount payable for a valid death, Permanent Total Disablement or Capital Benefits claim subject to a maximum payment of £4,500.

Policy Endorsement:	1
Policy Holder	Countryside Alliance (including Countryside Alliance Ireland)
Policy Number	25040216 ECA
Address:	1 Spring Mews Tinworth London SE11 5AN
Effective Date	01 st January 2018
Endorsement Effective From:	01 st January 2018
	<p>Period of Insurance as defined in the policy will be deleted and replaced with the following;</p> <p>The policy shall apply to any Insured Person whilst participating in Recognised Activities of the Policyholder who's membership starts on or after the 01st January 2018 always for a period not exceeding 365 days other than in respect of a new membership which starts on or after the 15th of a month where the maximum days applicable shall be 382.</p> <p>For the purpose of this policy the effective date shown above shall mean the annual date on which the policy terms and conditions may be reviewed and amended.</p> <p>In respect of any existing Insured Person any amendments made to the policy terms and conditions will only take effect from the date on which the Insured Person's individual membership next renews on or after the effective date.</p> <p>The policy shall also apply to any remaining membership period of an Insured Person issued after 1st January 2017 and on or before 31st December 2017.</p>

The Contract of Insurance

Your policy wording, the information **You** have provided and/or the application form/statement of fact, the policy Schedule, or notice issued by **Us** at renewal and any endorsement together form the contract of insurance between **Us** and **You**, and must be read together.

In return for **You** having paid or agreed to pay the premium, **We** will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. **You** must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Important Information

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise.

1. The law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man in which **You** normally live
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
7th floor Lloyds Chambers
Portsocken Street
London
E1 8BN

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Protection

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **You** supply is Aviva Insurance Limited.

Insurance Administration

Information **You** or the **Insured Person** supplied may be used for the purposes of insurance administration by **Us**, its associated companies and agents, by reinsurers and **Your** intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of **Our** compliance with any regulatory rules/codes. **Your** and the **Insured Person(s)** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also

be shared with other insurers either directly or via those acting for the **Us** (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, **You** or the **Insured Person** have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application **You** will signify **Your** consent to such information being processed by **Us** or its agents. **You** must also ensure that **You** make this fact known to the **Insured Person(s)** and obtain their consent to pass this information to **Us** for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** or the **Insured Person(s)** with other organisations and public bodies including the Police;
- Check and/or file **Your** or the **Insured Person(s)** details with fraud prevention agencies and databases, and if **You** or the **Insured Person** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for **You** or the **Insured Person** and members of **Your** or their household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** or the **Insured Person(s)** accounts or insurance policies;
 - Check **Your** or the **Insured Person(s)** identity to prevent money laundering, unless **You** or the **Insured Person(s)** furnish **Us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **We** access or contribute to.

Complaints Procedure

Our promise of Service

Our goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints we receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service you expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if You complain?

- **We** will acknowledge **Your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **Our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting Your Insurance advisor

If you are unhappy with the outcome of Your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:
0800 023 4567 or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **We** are bound by the decision of the Financial Ombudsman Service **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Contact details for claims and help

Claims Service

Should you need to make a claim under this policy please contact the Countryside Alliance Claims Team at Howden UK Group Limited on the contact details below as soon as reasonably possible;

Telephone: +44 (0)1234 311255

Fax: +44 (0)1234 408676

Postal Address:

Countryside Alliance Claims Team
Howden UK Group Limited
Woodlands,
Manton Lane,
Bedford,
MK41 7LW

Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsements. A defined word or phrase will appear **bold** each time it appears.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

(a) Injury caused by **Accidental** and/or violent means

(b) Injury resulting from **Exposure**

occurring within 12 months from the date of such **Accident** or **Exposure**.

Benefit Period

The total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which **We** will pay benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** in respect of any one **Accident** to any **Insured Person**.

Capital Benefits

Capital Benefits shall include but is not limited to **Loss of Hearing**, **Loss of Limb**, **Loss of Sight** and **Loss of Speech**.

Child/Children

shall mean any **Insured Person** under the age of 19 years.

Country of Residence

The country in which the **Insured Person** has their permanent home or in which they ordinarily reside.

Event

Shall mean any one single occurrence giving rise to a loss under this policy

Excess Period

The number of calendar days at the commencement of each and every period of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for which benefit is not payable.

Exposure

Death and/or injury to an **Insured Person** as a direct result of exposure to the elements shall be deemed to have been caused by **Accidental Bodily Injury**.

Face

Shall be measured from the natural hairline to the chin and the front of the ears.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.



Insured Person

Any Member of the Countryside Alliance or Countryside Alliance Ireland whilst participating in a Recognised Activity.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint) and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the **Insured Person(s)** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Operative Time

The period of time for which **We** will cover the **Insured Person** as specified in the **Schedule**.

Policyholder

The company or entity noted on the Schedule

Period of Insurance

From the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of this policy.

Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**
- (c) **Loss of Sight**
- (d) **Loss of Speech**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Person(s)** life and that will prevent the **Insured Person** from engaging



in any gainful employment that the **Insured Person** is fitted by way of education, training, experience or employment:

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an **Insured Person**, **Insured Person's** partner, a member of the immediate family of the **Policyholder** or **Insured Person** or an employee of the **Policyholder**.

Recognised Activities

Recognised Activities shall be any of the activities detailed in the table below and contained within the policy summary that the Insured Person legally participates in including ancillary activities in connection with any Recognised Activity as shown below including but not limited to the construction, preparation, completion, and taking down of equipment and amenities used in connection with the Recognised Activity;

Angling (including sea, game and coarse fishing)	
Archery	Hunter trials
Conservation work	Hunting (including hunt following)
Coursing	Lurcher work
Deer stalking	Officiating, spectating or assisting at Recognised Activities
Dog shows	
Exercising Hounds	Shooting including sporting shooting, clay pigeon shooting, rifle shooting and target shooting
Falconry	Team chasing
Ferreting	Terrier work
Field trials	Vermin control
Horse drawn carriage driving	Voluntary unpaid duties at shows and events
Horse riding	Whippet racing
Hound trailing	

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the **Insured Person**.

Salary

The **Insured Person(s)** wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of **Accident** (all prior to deductions) or for weekly paid employees 52 times the **Insured Person(s) Weekly Wage** immediately preceding the date of **Accident** (all prior to deductions).

Schedule

The document which specifies details of the **Policyholder**, **Insured Person(s)** and **Operative Time**, Endorsements and Conditions applying to the policy.

Sickness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.



United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

The average gross weekly wage (or in the case of salaried $1/52^{\text{nd}}$ of their **Salary**) normally paid to the **Insured Person** as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the **Insured Person** has been employed for less than 12 weeks) before the date of commencement of the period of **Temporary Total Disablement** or **Temporary Partial Disablement**.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the **Schedule** as the Policyholder.

Personal Accident

Cover

We will pay the sum insured shown in the **Schedule** for **Accidental Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** which within 12 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below;

- Death or;
- **Permanent Total Disablement** or;
- **Capital Benefits**

The amount payable to the **Insured Person** shall be the amount as stated in the **Schedule** for that category of **Insured Person**.

The maximum benefit payable in respect of death for a Child/Children will be £7,500

Personal Accident Additional Benefits

Scarring as a result of burns

In the event that an **Insured Person** suffers an **Accidental Bodily Injury** during the **Period of Insurance** which results in full thickness burns (2nd or 3rd degree) we will pay for burns which cover the following amount of body surface:

1. 4.5% or more but less than 9%	£1,700
2. 9% or more but less than 18%	£3,400
3. 18% or more but less than 27%	£6,700
4. 27% or more	£10,000

Facial scarring as a result of Accidental Bodily Injury

In the event that an **Insured Person** suffers an **Accidental Bodily Injury** during the **Period of Insurance** which results in scarring of the **Face** we will pay up to the amount detailed in the scale below;

1. Over 3 centimetres in length but less than 10 centimetres in length	£5,000
2. 10 centimetres and above	£10,000

Medical Expenses

If an **Insured Person** sustains **Accidental Bodily Injury** which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home We will indemnify You on their behalf for up to 15% of the amount payable for a valid death, **Permanent Total Disablement** or **Capital Benefits** claim subject to a maximum payment of £4,500.

Policy Conditions

All of the following Policy Conditions apply to each Section of the policy.

Benefit Limits

(1) Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same **Accident** for the same **Insured Person**

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement.**

After payment has been made for

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement**

no further payments shall be made by **Us** in respect of that **Insured Person** during the current **Period of Insurance**.

(2) Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

(3) Maximum Benefit

The maximum amount shown in the **Schedule** payable for any **Insured Person** for all **Accidental Bodily Injury** arising from any one **Accident**.

(4) Minors

If the **Insured Person** is a Child at the date of the **Accident** giving rise to a claim the maximum amount payable for death will be £7,500 or the sums insured shown in the **Schedule** whichever is less.

(5) Accumulation Limit

The maximum **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Persons** involved in the same **Accident** shall not exceed the Maximum Accumulation Limit stated in the **Schedule** and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

(6) Maximum Age

The maximum age of an **Insured Person** for cover to apply under this policy will be 79 years of age at the renewal date of their membership of the Countryside Alliance (including Countryside Alliance Ireland).

Assignment

The **Insured Person** may not assign the benefits under this policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Claims Procedure

If in relation to any claim **You** or the **Insured Person** have failed to fulfil any of the following conditions, **You** or the **Insured Person** will lose the right to indemnity or payment for that claim.

You or the **Insured Person** must

- (a) tell **Us** as soon as reasonably possible of any event or occurrence which may result in a claim and in any event no later than 90 days after the occurrence of such event
- (b) as soon as practicable and at **Your** or the **Insured Person(s)** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (c) provide **Us** at **Your** or the **Insured Person(s)** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement
- (f) The **Insured Person** shall
 - (a) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** where **We** shall pay the fee
 - (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner**.

We shall not be liable for any consequences arising due to the **Insured Person(s)** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed. In the case of death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

Fraud

If a claim made by **You** or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (3) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),



(3) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - **We** would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid



–**We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or

–**We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Reasonable Precautions

You and the **Insured Person** must take all reasonable precautions to prevent

- (a) loss, destruction or damage to the property insured
 - (b) accident or injury to any person or loss or destruction of, or damage to, their property
- and must comply with all legal requirements and safety regulations and conduct the **Business** in a lawful manner.

Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.
- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by. Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- (i) modify **Your** premium.
- (ii) amend the terms and conditions of this policy.
- (iii) exercise **Our** right to cancel the policy under Policy Condition (5) Cancellation.
- (iv) leave the policy terms, conditions, and premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an **Insured Person**, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - a. **War** in the **Insured Person(s) Country of Residence** or secondment
 - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a above

The above exclusion shall be inoperative in the event of **War** being declared whilst the **Insured Person** is actually engaged on a journey abroad.
- (2) the **Insured Person** engaging in any kind of flying other than as a passenger.
- (3) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (4) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (5) the **Insured Person(s)** own criminal act including any breach of the Hunting Act 2004.
- (6) the **Insured Person** being in a state of insanity.
- (7) **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from:
 - (i) any gradually operating cause
 - (ii) any naturally occurring condition or degenerative process
 - (iii) **Sickness** or disease (unless resulting directly from **Accidental Bodily Injury**).
- (8) Whilst the Insured Person is participating in any sport as a professional
- (9) If the Insured Persons membership of the Countryside Alliance (including Countryside Alliance Ireland) has expired at the time of the Accident giving rise to the loss
- (10) Whilst participating in competitive riding events other than;
 - a. team chasing hunter trials, showing and dressage
 - b. We exclude pony club and gymkhana activities undertaken by Insured Persons 19 years of age or over

Aviva Insurance Limited
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