

CASTEL

**Racing Industry
Accident Benefit
Scheme (RIABS)**

01 April 2023 to 31 March 2024

Arranged by:

**Marsh Commercial
Castlemead
Lower Castle Street
Bristol BS1 3AG**

01 April 2023

 **Marsh
Commercial**

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1 Introduction

This **Policy** is a contract between **You** and **Us**.

This **Policy** consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this **Policy**, against the events set out in this **Policy** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

This **Policy** is not for consumer use. **We** will only provide the insurance described in this **Policy** to the **You** and to no other person. The **Insured Person** has no direct rights or obligations under this **Policy**.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 About the Insurer

Zurich Insurance Company Ltd is a public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich.

UK Branch registered in England and Wales Registration No. BR000105. UK Branch Head Office The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

1.2 The Assistance Company and When to Contact them

Whilst travelling and working overseas, assistance will be provided in the event that an **Insured Person** needs medical treatment.

The **Assistance Company** will provide multi-lingual assistance case managers to converse with **Qualified Medical Practitioners** and **Hospitals** abroad. Names and addresses of the most suitable **Qualified Medical Practitioners**, **Hospitals**, clinics available locally may be provided if admission, consultation or minor treatment is required.

Arrangements will be made for an **Insured Person** to attend a suitable medical facility, or for a **Qualified Medical Practitioner** to visit where possible, and for **Hospitalisation**, if necessary, and the co-ordination of medical treatment. Where possible, the **Assistance Company** will place a guarantee of payment with the medical facility.

The **Assistance Company's** appointed medical officer will continue to monitor the **Insured Person's** condition.

The **Assistance Company** will consult treating physicians for their views on the desirability of arranging repatriation and the best method to be adopted. Wherever necessary the **Insured Person** will be escorted by a qualified medical attendant.

Specially equipped air ambulances will be available for critical cases on the recommendation of the **Assistance Company's** Medical Officer (who will liaise with the treating **Qualified Medical Practitioner**). For less serious conditions, other suitable methods of transport will be used.

Upon arrival in the **Insured Person's Country of Domicile**, suitable transport will be provided to take the **Insured Person** to a **Hospital** or their place of residence.

If it is deemed necessary to transport the next of kin to a sick or injured **Insured Person** in line with **Emergency Travel & Repatriation Expenses** provision all the necessary arrangements will be made for the outward and return journeys.

When contacting the **Assistance Company** **You** or the **Insured Person** should provide:

- (i) The name and contact details of the person requiring assistance
- (ii) **Your** name and **Policy** number
- (iii) The extent of **Bodily Injury** or **Sickness** and the assistance required
- (iv) Contact details of the medical facility that the **Insured Person** is attending and the name and contact number for the treating **Qualified Medical Practitioner**.

Please see the following information about the **Assistance Company** and when **You** or the **Insured Person** must contact the **Assistance Company**.

In respect of Medical Expenses and Emergency Travel and Repatriation Expenses

You or the **Insured Person** must contact the **Assistance Company** as soon as is possible if an insured event occurs which is likely to result in a **Medical Expenses** claim for **Hospital** treatment or the incurring of Emergency Travel & Repatriation Expenses.

We have the right to reduce any claim payment under this **Policy** to reflect any prejudice that **We** have suffered as a direct consequence of **Your** or the **Insured Person** failing to comply with this condition.

Contact Details

The following details should be used to contact the **Assistance Company**.

Zurich Travel Assistance
Telephone: +44 (0) 1489 868 888
Or visit: www.zurich.co.uk/travelassistance

1.3 **Third Party Rights**

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

1.4 **Law and Jurisdiction**

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by the laws England & Wales and subject to the exclusive jurisdiction of the courts of England & Wales.

The language of this **Policy** and all communications relating to it will be in English.

1.5 **Cancellation and Cooling Off Period**

(a) **Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this **Policy** by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this **Policy** after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

(c) **Our Right to Cancel**

We are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;
- (iv) by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

An **Insured Person** has no cancellation rights under this **Policy**.

Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed;
- (ii) decline all claims; and
- (iii) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any loss and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.6 **Changes We Need to Know About**

You must tell **Us** as soon as practicable if **You** become aware of any changes in the information **You** have provided to the **Us** which happens before or during any **Period of Insurance**.

On being notified of a change, **We** will tell **You** if this change has a significant bearing on the risk. If so, **We** have the right to cancel **Your Policy** in accordance with the Cancellation provisions or propose amendments to the terms of **Your Policy**, including an increase in premium. If **You** do not agree the proposed amendment(s) within fourteen (14) days of being notified of them, **We** may cancel the **Policy** in accordance with the Cancellation provisions.

If **You** do not inform **Us** about a change in accordance with this provision and such change had a significant bearing on the risk, **We** have the right to reject any claim **You** make if that claim arises after the date of the change in circumstances.

1.7 **Fraud**

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** loss or any other claim **You** have made or may make under this **Policy**. In addition, **We** will have the right to:

- a) treat this **Policy** as if it never existed, or at **Our** option terminate this **Policy**, without returning any premium that **You** have paid; and
- b) refuse any other **Benefit** under this **Policy**.
- c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

1.8 **Sanctions**

We shall not provide any **Benefit** under this **Policy** to the extent of providing cover, payment of any loss or the provision of any **Benefit** where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.9 **Complaints Procedure**

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about the **Policy** or the handling of a claim please contact **Your** broker through whom this **Policy** was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Compliance Manager
Castel Underwriting Agencies Limited
Ground Floor
60 Great Tower Street
London
EC3R 5AZ

E-mail: enquiries@castelmga.com
Telephone Number: +44 (0) 20 3023 3210

If **You** remain dissatisfied, or **You** have not received a decision by the time Castel Underwriting Agencies Limited and Zurich Insurance plc have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on
mobiles and landlines
0300 1239 123 calls to this number costs no
more than calls to 01 and 02
numbers
From outside the United Kingdom
+44(0)20 7964 0500
Fax Number: +44(0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

1.10 **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.11 **Foreign, Commonwealth and Development Office (FCDO)**

You and **Insured Person** are required to check the FCDO information before commencing a trip.

Travel advice can be obtained by visiting their website at www.gov.uk/foreign-travel-advice

1.12 How to Make a Claim

If **You** need to make a claim, or **You** need to inform **Us** of an incident or circumstance that may constitute a claim, in the first instance please contact **Your** broker who arranged the **Policy** for **You**. **Your** insurance broker will be able to supply **You** with the relevant claim form and will inform **Us**, who will deal with **Your** claim in a fair and impartial way and as quickly as possible.

You shall ensure that the **Insured Person** shall in a timely fashion and within any time period specified by **Us**, provide assistance and co-operate with **Us** or **Our** representatives, in obtaining any other records **We** deem necessary to evaluate the incident or claim. In no event shall **We** be liable to pay any claim under this **Policy** unless **You** and/or the **Insured Person(s)** co-operates with **Us** and/or **Our** representatives in the investigation of the incident or claim.

Notification

On the occurrence of any event liable to give rise to a claim under this **Policy**, **You** must give notice to **Us** in writing as soon as practicably possible or at the latest within thirty (30) days after the date of the occurrence. Such notice shall include full particulars of the occurrence

1.13 Fair Processing Notice

This Privacy Notice describes how **We** collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when **We** are providing our insurance and reinsurance services.

The information provided to **Us**, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by **Us** for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **Us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: enquiries@castelmga.com

For more information about how Zurich processes your personal information, please see the full privacy notice at: <https://www.zurich.co.uk/en/services/privacy/fair-processing-notice>

2 General Definitions

For the purposes of this Policy the following definitions apply when shown in bold type:

- 2.1 **Accident** means a sudden, unexpected, unusual, specific event occurring at an identifiable time and place during the **Period of Insurance**.
- 2.2 **Assistance Company** means Zurich Travel Assistance.
- 2.3 **Benefit** means the amount payable to **You** as a result of a valid claim as stated in the **Schedule** inclusive of VAT (where applicable),
- 2.4 **Benefit Period** means the maximum period as stated in the **Schedule** for which **Temporary Total Disablement** or **Temporary Partial Disablement** is payable.
- This period commences at the date the **Insured Person** first becomes disabled, taking into account any applicable **Deferment Period** and ending no later than the maximum number of weeks stated in the **Schedule**.
- 2.5 **Bodily Injury** means injury which is caused solely by **Accident** which within twenty-four (24) months from the date of such **Accident** results in the death or disablement of the **Insured Person**.
- 2.6 **Business** means the **Insured's** business stated on the **Schedule**.
- 2.7 **Business Journey** means any trip commencing during the **Period of Insurance** in connection with the **Business** (including incidental leisure travel) of the **Insured** involving
- (a) travel outside the **Country of Domicile** or normal place of business and/or
 - (b) air travel within the **Country of Domicile** or normal place of business and/or
 - (c) any travel within the **Country of Domicile** or normal place of business provided such travel involves an overnight stay away from home or the normal place of business (whichever is left last) and shall continue until arrival back at home or the normal place of business (whichever is reached first).
- 2.8 **Child/Children** means any person who is unmarried and under eighteen (18) years of age or twenty-three (23) if in full-time education.
- 2.9 **Country of Domicile** means the **Insured Person's** usual country of residence.
- 2.10 **Endorsement** means a change in the terms and conditions of this **Policy** agreed by **Us** which can extend or restrict cover.
- 2.11 **In-Patient** means an **Insured Person** who is confined to **Hospital** on the instructions of a **Qualified Medical Practitioner** in order to receive medical care and treatment having sustained **Bodily Injury** or **Sickness** and not solely for any form of nursing, convalescence, rest or extended care.
- 2.12 **Insured/You/Your** means the person or entity stated as the **Insured** on the **Schedule**.
- 2.13 **Insured Journey** means any journey(s) undertaken by an **Insured Person** in the course of his or her duties on behalf of the **Insured** except journey(s) to and from an **Insured Person's** normal place of work from and to his or her private residence. Such

journey(s) commences from the time an **Insured Person** leaves his or her private residence at the commencement of the journey(s) and ceases at the time an **Insured Person** arrives at his or her private residence on completion of the journey(s) PROVIDED ALWAYS THAT the journey(s) commences during the period of insurance specified in the **Schedule**.

- 2.14 **Insured Person** means the person or persons named in or defined on the **Schedule**.
- 2.15 **Insurer/We/Us/Our** means Zurich Insurance Company Limited
- 2.16 **Hospital** means any establishment that: is registered or licensed as a medical or surgical Hospital in the country in which it is located and where the Insured Person is under the supervision of a registered Qualified Medical Practitioner.:
- 2.17 **Hospitalisation** means whilst an **Insured Person** is being treated as an **In-Patient** in a **Hospital**
- 2.18 **Maximum Benefit Any One Person** means the maximum amount payable in respect of any one **Insured Person** for all claims arising from one event source or original cause stated on the **Schedule**.
- 2.19 **Operative Time (Personal Accident)**
An **Insured Person** is only covered for the **Operative Time** shown in the **Schedule**
- 2.20 **Operative Time (Medical Expenses And Emergency Travel & Repatriation Expenses)**
Whilst on an **Insured Journey**
- 2.21 **Period of Insurance** means the period stated in the **Schedule** and/or as revised by **Endorsement**.
- 2.22 **Policy** means this document, the **Schedule** and any applicable **Endorsements**.
- 2.23 **Qualified Medical Practitioner** means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include **You**, an **Insured Person** or **Your** family or a member of the **Insured Person's** family.

In respect of dental treatment only, **Qualified Medical Practitioner** means a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than **You**, an **Insured Person** or **Your** family or a member of the **Insured Person's** family.
- 2.24 **Schedule** means the document entitled either Quotation Schedule or Policy Schedule along with the Schedule of Insured Persons and the Schedule of Benefits attached to this **Policy**.
- 2.25 **Sickness** means an illness of the **Insured Person** which manifests itself during the **Period of Insurance** and **Operative Time** and in the opinion of a **Qualified Medical Practitioner** necessitates immediate medical treatment or repatriation.
- 2.26 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for

political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- 2.27 **Upper Age Limit** means sixty-five (65) years of age. Cover shall apply until the end of the **Period of Insurance** during which an **Insured Person** reaches the **Upper Age Limit**.
- 2.28 **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3 General Conditions

The following conditions apply to the **Policy** as a whole unless stated otherwise.

3.1 Access to additional materials

The **Insured** and/or any **Insured Person** under this **Policy** shall provide **Us**, or **Our** designated representatives, all information, documentations and medical information that **We** may require during the **Period of Insurance**, or until resolution of all claims, whichever is later.

3.2 Acquisition Clause

If, following the inception of and during the **Period of Insurance**, the **Insured** purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically apply from the date of such purchase or creation at no additional premium, subject to the addition not increasing the wage roll, number of **Insured Persons** or travel pattern by more than 10%.

Where such an event results in an increase of more than 10%, **We** agree to continue cover the new branch, wholly owned subsidiary or associated company for thirty (30) days during which time the **Insured** must provide relevant additional information including any information required by **Us** and pay any applicable additional premium required by **Us**.

If **We** have not received such required information after thirty (30) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease.

3.3 Associated Companies

If this **Policy** also covers associated companies of the **Insured**, a list of these companies must be provided to **Us** for **Our** records at inception of the **Period of Insurance** or within thirty (30) days of the creation or acquisition of such associated companies.

3.4 Contribution

Where a claim is made against the **Us** and there is more than one contract of Insurance in force covering the same interest, against the same loss against the same subject matter **We** are entitled to call upon any other Insurers liable for the same to make a rateable contribution towards the loss.

3.5 Currency Conversion

Should any payment be required to be made in a different currency to that shown on the **Policy Schedule**, the rate of exchange used shall be as published on www.xe.com at the date of loss.

3.6 Interest

No sum payable by **Us** under this **Policy** shall carry interest.

3.7 **Limit of Our Liability**

In no case shall **Our** liability under this **Policy** in respect of an **Insured Person** exceed the **Maximum Sum Insured Any One Insured Person** stated in the **Schedule**.

In no event shall **Our** liability under any section of this **Policy** in respect of all **Insured Persons** for any one event, source or cause exceed the **Accumulation Limit** stated on the **Schedule**.

3.8 **Premium Adjustment**

If the premium is calculated on a declaration basis the **Insured** shall within one (1) month of the expiry of this **Policy** provide the premium adjustment information required by **Us**.

3.9 **Reasonable Care**

You and the **Insured Persons** shall take reasonable care to avoid and prevent **Bodily Injury** or **Sickness** insured under this **Policy**.

3.10 **Right to Medical records and Medical examination**

Following notice of a claim, the **Insured** will procure that each **Insured Person** shall provide, when requested by **Us**, all authorisations necessary to obtain such **Insured Person's** medical records. **We** have the right to have an **Insured Person** examined by a **Qualified Medical Practitioner** or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may request.

3.11 **Subrogation**

If **We** become liable for any payment under this **Policy** **We** shall be subrogated, to the extent of such payment, to all the rights and remedies of the **Insured** against any party and shall be entitled at **Our** own expense to sue in the name of the **Insured**. The **Insured** shall give to **Us** all such assistance in his or her power as **We** may require to secure **Our** rights and remedies and, at **Our** request, shall execute all documents necessary to enable **Us** to pursue **Our** rights and remedies.

4 General Exclusions

The following exclusions apply to the Policy as a whole unless stated otherwise. We will not pay any claim arising out of or relating to:

4.1 Alcohol or Drugs

the **Insured Person** being under the influence of drugs, unless the drugs are prescribed by a **Qualified Medical Practitioner** and taken in accordance with such prescription and are not drugs prescribed for drug addiction.

4.2 Criminal Acts

the **Insured Person's** own criminal act;

4.3 Flying

the **Insured Person** engaging in flying of any kind other than as a passenger;

4.4 Foreign, Commonwealth and Development Office (FCDO)

the **Insured Person** travelling to or in any location to which the UK FCDO have advised against "all travel" unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing

However, if an **Insured Person** is already within a location on the date the FCDO issues a warning against "all travel" to that location, cover will be maintained as stated in the **Schedule** for a period of seven (7) days. Thereafter cover will cease unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

4.5 Pregnancy

pregnancy or childbirth;

4.6 Mental Disorders

neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;

4.7 Nuclear

discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason;

4.8 Radioactive Contamination and Explosive Nuclear Assembly

any ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

4.9 Suicide

the **Insured Person's** suicide or attempted suicide or intentional self-injury or the **Insured Person** being in a state of insanity;

4.10 **Terrorism**

any act of **Terrorism** (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing **Terrorism**. If **We** allege that by reason of this exclusion any claim or circumstance is not covered by this policy the burden of proving the contrary shall be upon **You**.

4.11 **Upper Age limits**

any claim for an **Insured Person** after the expiry of the **Period of Insurance** during which that **Insured Person** reaches sixty-five (65) years of age.

4.12 **War**

War, whether **War** be declared or not, hostilities or any act of **War** or civil war.

IMPORTANT NOTE

Potential claims first notified after 00.00 hours Local Standard Time on 30 September 2025 are excluded from this insurance.

5 Personal Accident

5.1 What is Covered

If an **Insured Person** sustains **Bodily Injury** during the **Period of Insurance** and the **Operative Time** which within twenty four (24) months results in death or disablement:

We will pay **You** the **Benefit** amount stated in the **Schedule** subject to **Our** liability not exceeding the **Maximum Sum Insured Any One Insured Person**.

In the event of disappearance of an **Insured Person**, and if after a period of twelve (12) months and all available evidence examined, there is reason to presume that the death of the **Insured Person** has occurred, the disappearance shall be considered to have been caused by **Bodily Injury** and **We** will pay **You** the **Benefit** amount stated in the **Schedule** for Item 1 – Accidental Death subject to a signed undertaking by **You** that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

5.2 Additional Definitions

In addition to the General Definitions the following apply where shown in bold in respect of this Section only.

Central Nervous System for Disablement from Riding Out means an insured accident which occasions major damage to one or more of the intellectual functions of the Central Nervous System, such damage which while insufficient to permanently and entirely prevent an **Insured Person** from performing any of the duties customarily involved in his occupation but which nevertheless results in loss of intellectual function which, in the opinion of a **Qualified Medical Practitioner** is such as to permanently render the **Insured Person** incapable of being safely left in sole control of thoroughbred or like horses for the purpose of riding out and which disablement has lasted twelve consecutive calendar months from the date of the insured accident and in the opinion of the specialist is unlikely to improve sufficiently in the foreseeable future to alter his or her opinion.

Loss of Hearing means permanent total and irrecoverable loss of hearing.

Loss of Limb means permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist

Loss of Sight means permanent and irrecoverable loss of sight

- (i) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons
- (ii) in one (1) eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means seeing at three (3) feet what an **Insured Person** should see at sixty (60) feet).

Loss of Speech means permanent total and irrecoverable loss of speech.

Paraplegia means the permanent and total paralysis of the two (2) lower limbs.

Permanent Partial Disablement means permanent partial disablement of a body member as stated in the Schedule.

Permanent Total Disablement from any occupation means total and absolute disablement which entirely prevents the **Insured Person** from engaging in any and all forms of gainful employment for the remainder of their life.

Permanent Total Disablement from usual occupation means total and absolute disablement caused which entirely prevents the **Insured Person** from engaging in his usual occupation with the **Insured** for the remainder of his life. Inability to continue racing in isolation shall not of itself be deemed to be **Permanent Total Disablement from usual occupation**.

Tetraplegia means the permanent and total paralysis of the two (2) upper limbs and two (2) lower limbs.

5.3 **Additional Conditions**

In addition to the General Conditions of this **Policy**, the following apply in respect of this Section Only.

- a) **We** will not pay for more than one of the **Benefit** amounts for Items 1 - 13 (listed in the **Schedule**) in respect of the same **Bodily Injury** unless agreed otherwise on the Schedule.
- b) If the **Insured Person** shall regularly engage in any occupation, in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without first notifying **Us** and obtaining **Our** written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as **We** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.
- c) If Post Traumatic Stress Disorder is diagnosed following **Bodily Injury**, any compensation payable under this insurance shall be the amount which it is reasonably considered would be payable excluding any element that is attributable to Post Traumatic Stress Disorder
- d) If the consequences of an **Accident** shall be aggravated by any condition or physical disability of the **Insured Person** which existed before the **Accident** occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

In the event that a **Qualified Medical Practitioner** is unable to express what percentage is attributable to a condition or physical disability which existed before the **Accident** occurred, and instead expresses an advancement/acceleration of symptoms in terms of years, then the following calculation for settlement will apply;

The Insurer shall take the advancement/acceleration of symptoms in years or shall take the number of years left until the Upper Age Limit whichever the lesser, and divide this by 50 years based upon a full working life and multiple this by the Capital Sum.

- e) In connection with benefit 14 **Central nervous system disablement from 'riding out'**, the **Insured Person** may, should they wish, request a second examination by another **Qualified Medical Practitioner**, to be mutually agreed upon by **Us** and the **Insured**. The second examination shall be conducted wholly without reference to the results of the first assessment.
- f) Notice must be given to **Us** of any **Accident** which causes or may cause a claim within the meaning of this Insurance and the **Insured Person** must as early as possible seek the attention of a **Qualified Medical Practitioner**. Notice must be given to **Us** as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.
- g) All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of **Us** and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the **Insured Person**.

5.4 **Additional Exclusions applicable to Personal Accident**

In addition to the General Exclusions the following apply in respect of this Section.

We will not be liable to pay any claim arising out of or relating to:

- **Sickness** not directly resulting from a **Bodily Injury**
- any gradually operating cause
- Injuries sustained by an Insured Person during competitive racing

Schedule

Policy Number: K0001700123

The name of the Insured: The Racing Industry Accident Benefit Scheme

The address of the Insured: 9 High Street
Lambourn
Hungerford
Berkshire
RG17 8XL

The business of the Insured:

Providing welfare assistance to persons injured during the course of their work or whilst undertaking training or commuting in accordance with rules of the Racing Industry Accident Benefit Scheme.

The Period of Insurance is from: 01 April 2023 to: 31 March 2024

Local Standard Time at the address of the Insured both days inclusive and for such further period or periods as may be mutually agreed upon.

The geographical limits of this Insurance: Worldwide

Premium: GBP 125,000 plus Insurance Premium Tax of GBP 15,000

Broker: Marsh Commercial
Castlemead
Lower Castle Street
Bristol
BS1 3AG

Schedule of Insured Persons and Operative Time

Category 1 Insured Persons

Employees of licensed and permitted racehorse trainers who are registered to British Horseracing Authority Ltd in the United Kingdom and make a declaration to The Racing Industry Accident Benefit Scheme of the numbers of applicable insured employees

Category 2 Insured Persons

Trainees attending the British Racing School, the Northern Racing School and Trainees attending day release courses and/or whilst undertaking work experience at any licenced trainer's premises

Operative Time

This insurance shall operate whilst the **Insured Person(s)** is(are) carrying out duties for any licensed or permitted trainer or whilst attending a racing school or day release course including commuting between normal place of residence and place of work. This includes **Insured Persons** working or being at on or near racecourses in connection with their employment including overnight stays or stays of longer duration in hotels hostels or other accommodation whether adjacent to racecourses or not including travel to and from said racecourses and/ or accommodation to or from the **Insured Person's** normal place of work or residence.

Cover extends to include all **Insured Persons**:

(a) attending **Interview** pursuant to prospective employment. In respect of this extension the following terms apply:

Interview means a meeting with a prospective employer which may include assessment of riding skills, with a view to establishing suitability for employment which does not exceed one hour duration. No cover is provided for travel to or from the interview.

b) whilst on secondment to any training establishment Worldwide for the purpose of training and career development for a period not exceeding 8 weeks any one secondment.

Note

For (a) above, the benefit for **Permanent Total Disablement from Usual Occupation** is deleted for persons not currently employed in the racing industry or who have not been employed in the racing industry at any point in the previous 12 months. In addition, under **Schedule of Benefits, Upper Limbs**, all benefits are deleted except **Loss of One Arm and Loss of One Hand**

Personal Accident Schedule of Benefits (GBP)

		Category 1 Insured Persons	Category 2 Insured Persons
1	Death	77,250	77,250
2	Paraplegia	75,000	75,000
3	Tetraplegia	154,500	154,500
4	Permanent total disablement from usual occupation	51,500	51,500
5	Permanent total disablement from any occupation	103,000	103,000
6	Total loss of sight of both eyes	51,500	51,500
7	Total incurable insanity	51,500	51,500
8	Loss of both arms or both hands	51,500	51,500
9	Complete deafness of both ears of traumatic origin	51,500	51,500
10	Removal of the lower jaw	51,500	51,500
11	Loss of speech	51,500	51,500
12	Loss of both legs	51,500	51,500
13	Loss of both feet	51,500	51,500
14	Central nervous system disablement from 'riding out' as defined herein, but solely for those stable employees who have regularly 'ridden out' for at least six months prior to an insured accident	25,750	25,750
15	Loss of one eye	20,600	20,600

	Upper limbs	Category 1 Insured Persons		Category 2 Insured Persons	
		Right	Left	Right	Left
16	Loss of thumb	10,300	7,725	10,300	7,725
17	Loss of forefinger	7,725	5,150	7,725	5,150
18	Simultaneous loss of thumb and forefinger	18,025	12,875	18,025	12,875
19	Loss of thumb and a finger other than a forefinger	12,875	10,300	12,875	10,300
20	Loss of two fingers other than a thumb or forefinger	6,180	4,120	6,180	4,120
21	Loss of three fingers other than a thumb or forefinger	10,300	7,725	10,300	7,725
22	Loss of four fingers including thumb	23,175	20,600	23,175	20,600
23	Loss of four fingers excluding thumb	20,600	18,025	20,600	18,025
24	Loss of the median finger	5,150	4,120	5,150	4,120
25	Loss of a finger other than a thumb, forefinger and median	3,605	1,545	3,605	1,545
26	Loss of one arm	30,900	20,600	30,900	20,600
27	Loss of one hand	30,900	20,600	30,900	20,600

	Lower limbs	Category 1 Insured Persons	Category 2 Insured Persons
28	Loss of one leg	25,750	25,750
29	Loss of one foot	25,750	25,750
30	Anchylosis of the hip	20,600	20,600
31	Anchylosis of the knee	15,450	15,450
32	Partial loss of foot (sub-ankle bone disarticulation)	20,600	20,600
33	Partial loss of foot (medio-tarsal disarticulation)	18,025	18,025
34	Partial loss of foot (tarso-metatarsal disarticulation)	15,450	15,450

Note

1) **Maximum Sum Insured Any One Insured Person** in respect of Personal Accident Benefits is £154,500

2) The partial or total loss of use of a limb or an organ is treated like the partial or total loss of the said limb or organ.

3) If the **Insured Person** is left-handed the amounts set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Medical Expenses and Emergency Travel & Repatriation Expenses

What is Covered

(i) **Medical Expenses and Emergency Travel & Repatriation Expenses**

If during the **Period of Insurance** and the **Operative Time** an **Insured Person** sustains **Bodily Injury** or contracts **Sickness**, **We** will reimburse **You** in respect of **Medical Expenses** and **Emergency Travel & Repatriation Expenses** necessarily incurred in returning the **Insured Person** to the **Insured Person's Country of Domicile** up to the amount stated in the **Schedule** subject always to **Our** limit of liability.

(ii) **Hospital Benefit**

We agree to pay £50 for each complete twenty-four (24) hour period the **Insured Person** spends in **Hospital** outside **the Insured Person's Country of Domicile** up to the a maximum of thirty (30) days subject to any applicable **Deferment Period** as stated on the **Schedule**.

(iii) **Funeral Costs**

We agree to pay up to the amount of £10,000 for the funeral costs incurred in the burial or cremation of the **Insured Person's** body.

**LIMIT OF LIABILITY IN RESPECT OF MEDICAL EXPENSES AND
EMERGENCY TRAVEL & REPATRIATION EXPENSES:**

Maximum Sum Insured Any One Insured Person: £10,000,000

**Additional Definitions applicable to Medical Expenses & Emergency
Travel & Repatriation Expenses**

In addition to the General Definitions the following apply where shown in bold in respect of **Medical Expenses** and **Emergency Travel & Repatriation Expenses** in this **Policy**.

(i) **Emergency Travel & Repatriation Expenses** means all costs approved by the **Assistance Company** necessarily incurred as a direct consequence of the **Insured Person** having suffered **Bodily Injury** or **Sickness** during the **Operative Time** and the **Period of Insurance** for:

- (1) travel, accommodation and emergency repatriation of the **Insured Person**
- (2) a relative, close business associate or friend (less any saving by or recovery available to the person concerned) travelling to be with or remaining with the **Insured Person** where the **Qualified Medical Practitioner** treating the **Insured Person** advises that the **Insured Person** be so accompanied
- (3) the transportation of an **Insured Person's** body or ashes in the event of death to the **Insured Person's Country of Domicile**.

- (ii) **Medical Expenses** means all costs approved by the **Assistance Company** incurred outside the **Insured Person's Country of Domicile** for medical, surgical or remedial treatment given or prescribed by a **Qualified Medical Practitioner** and **Hospital** or nursing home treatment and ambulance charges which cannot be reasonably delayed until the **Insured Person's** return to their **Country of Domicile** including dental and optical expenses in respect of emergency treatment only.

Additional Exclusions applicable to Medical Expenses & Emergency Travel & Repatriation Expenses

In addition to the General Exclusions the following exclusions also apply to this Section.

We shall not be liable to pay any claim arising out of or relating to:

- (i) any **Medical Expenses** incurred:
 - (1) in the **Insured Person's Country of Domicile**
 - (2) without the prior consent of the **Assistance Company**.
- (ii) any gradually operating cause.
- (iii) any expenses incurred if an **Insured Person** is travelling or intending to travel against the advice of a **Qualified Medical Practitioner**.
- (iv) any expenses incurred if an **Insured Person** is travelling for the purpose of obtaining medical treatment or medical advice.
- (v) after twelve (12) calendar months from the time of incurring the first expense.
- (vi) any expenses incurred after the expiry of the **Period of Insurance** during which the **Insured Person** attains the **Upper Age Limit**.
- (vii) any **Emergency Travel & Repatriation Expenses** incurred without the prior approval of the **Assistance Company**.
- (viii) costs which a **Qualified Medical Practitioner** has agreed can be delayed until after the **Insured Person** has returned to their **Country of Domicile**.
- (ix) if the **Insured** and/or an **Insured Person** can recover costs from any other Insurance Policy or national insurance programme.

War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

- h) War, hostilities or warlike operations (whether war be declared or not),
- i) Invasion,
- j) Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
- k) Civil war,
- l) Riot,
- m) Rebellion,
- n) Insurrection,
- o) Revolution,
- p) Overthrow of the legally constituted government,
- q) Civil commotion assuming the proportions of, or amounting to, an uprising,
- r) Military or usurped power,
- s) Explosions of war weapons,
- t) Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- u) 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 person whether war be declared with that state or not,
- v) Terrorist activity.

For the purpose of this exclusion:

- a. Terrorist activity means an 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. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- (ii) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

- (iii) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iv) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of 1 to 15 above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Insurance Act 2015 - Fraudulent claims clause

- 1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
 - a) Is not liable to pay the claim; and
 - b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
 - c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If the Insurer exercises its right under clause (1)(c) above:
 - a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - b) The Insurer need not return any of the premiums paid.

Fraudulent claims – group insurance

- 3) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

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SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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