



South Essex Insurance Brokers Ltd

Equine 15+ Insurance Policy

Arranged by



Authorised and regulated by
the Financial Services Authority

Underwritten by



FIFTEEN PLUS

Certificate of Insurance effected by South Essex Insurance Brokers Ltd

Insured 100% with: Certain Underwriters at Lloyd's

Here is your new certificate

The schedule sets out your sums insured and the sections of the certificate which are operative. May we please ask you to examine the certificate, schedule and any endorsement pages to make sure they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let South Essex Insurance Brokers Ltd know - your certificate is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to sums insured or cover. Please ensure that this produces an adequate sums insured.

Complaints

We aim to provide all our customers with a first class standard of service. Should you be unhappy with this service or have any cause for dissatisfaction you should first contact:

South Essex Insurance Brokers Limited
South Essex House, North Road
South Ockendon, Essex RM15 5BE
Tel: (01708) 850000 Fax: (01708) 851520
Email: enquiries@seib.co.uk
Please be ready to quote your certificate number where this is available.

If you are still dissatisfied with their handling of your complaint you can at any time refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA

Or you may ask the Financial Ombudsman Service to review your case without affecting your statutory rights.

Law applicable to the contract

The parties to the contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be that of the country where the policy holder is usually resident where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English law will apply.

IT IS HEREBY CERTIFIED THAT in accordance with the authorisation granted under Contract No. B0380 MA000119 P to South Essex Insurance Brokers Limited by certain Underwriters at Lloyd's, whose names and proportions underwritten by them which will be supplied on application and in consideration of the premium specified herein, the insurers are hereby bound, each for their own part and not one for another, to insure the animals specified on the Schedule of Insurance attached in accordance with the terms and conditions contained herein or endorsed hereon.

The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that percentage of the risk shown against the insurer's name.

Data Protection Act 1988

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Section 1

Death of Animal

The Underwriters agree to indemnify the Insured against loss sustained as the result of:

- a) the death occurring during the period of insurance (or in the case of an insurance expressed to be for a term of 12 months - within 30 days of the expiry date) of any animal described in the schedule or any replacement schedule arising from accidental bodily injury sustained or contracted during the period of insurance subject to the terms conditions and exceptions of this policy
- b) slaughter with the prior written consent of the Underwriters or immediate slaughter on humane grounds where certified by a veterinary surgeon to relieve incurable and excessive pain arising from accidental bodily injury and no other options of treatment are available

Limit of Liability

The liability of the Underwriters under this section in respect of any animal shall not exceed the sum insured set against such animal in the schedule or the market value of such animal immediately prior to the occurrence of such accident or accidental bodily injury.

Exceptions to this section

The Underwriters shall not be liable in respect of:

- a) loss resulting from or arising out of
 - i) destruction in the compliance with the requirements of any Statute or any Order of the Privy Council a Government Department or Local Authority
 - ii) castration or other surgical operation without written authority of the Underwriters
 - iii) unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
- b) the animal insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause

Section 2

Theft (Recovery Costs)

The Underwriters, subject to its prior approval being obtained in writing, will pay up to £300 for the incurred cost of advertising or other expenditure in respect of each theft or straying of the animals described in the schedule of this policy

Section 3

Permanent Incapacity

Not insured under this policy

Section 4

Veterinary Surgeon's Fees

In the event of the Insured incurring veterinary surgeon's fees in respect of treatment to the animals described in the schedule of this policy due to an accident caused by violent accidental external and visible means (excluding pregnancy parturition or protective inoculation) arising during the currency of this insurance as shown in the schedule the Underwriters will in respect of each animal reimburse the Insured for such fees up to a maximum of the amount specified in the schedule in respect of any one loss

Special Conditions applicable to this section

- a) the Insured is required to give the Underwriters initial advice when the treatment commences and to submit subsequently all dated veterinary surgeon's receipts to the Underwriters to substantiate the claim such receipts must include details of the treatment provided
- b) any treatment recommended by the Insured's veterinary surgeon but carried out by a non veterinary practitioner must be approved by the Underwriters prior to the commencement of such treatment
- c) if treatment is in progress at the expiry date of the policy or at renewal of an annual policy the Underwriters will continue to reimburse the fees within the limits specified in the schedule for a period of 12 months from the date of the accident providing the claim was notified to us and accepted by us before the expiry or renewal date
- d) payment for which the Underwriters have accepted liability in respect of treatment to an insured animal will be paid at the option of the Underwriters to the veterinary surgeon or other authorised provider of treatment unless otherwise specified in writing by the insured

Exceptions to this section

The Underwriters shall not be liable in respect of:

- a) the excess specified in the schedule for each and every loss
- b) loss resulting from or arising out of castration or other surgical operation without the written authority of the Underwriters an additional premium will be charged where such authority is granted for an operation to be carried out
- c) livery husbandry and transportation costs unless incurred at the specific request of the Underwriters
- d) the animal insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause

Section 5

Saddles and Bridles and other Tack

In the event of theft accidental loss or damage to saddles bridles or other tack the property of the Insured the Underwriters will pay to the Insured the value of the property at the time of the loss or the amount of such damage or at its option replace or reinstate such property

But payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value of all the property at the time of the loss or damage

Conditions applicable to this section

- a) The liability of the Underwriters under this section shall not exceed the maximum amount specified in the schedule in respect of any one loss or during any one period of insurance.
- b) the maximum sum payable per individual item under this section will be £500 or as stated in the schedule
- c) if at the time of the loss the value of the property is less than the sum insured then the value of the property less any amount for wear tear or depreciation will form the basis of settlement
- d) any claim under this section in respect of horse rugs or horse blankets will be subject to a depreciation at 33% per annum of the original price

Definition

Property for the purposes of the insurance by this section shall be deemed to be saddles bridles harness and other riding tack normally attached to any one horse insured by section 1 of this policy for the purpose of riding driving leading or lungeing or whilst the horse is at grass

Exceptions to this section

- a)
 - i) In the event of accidental loss or damage the first £100 or 10% of the amount of each and every loss whichever is the greater
 - ii) In the event of theft the first £250 or 50% of the amount of each and every loss whichever is the greater unless visible and violent force was used to get into or out of a locked building whereupon the deduction will be the first £100 or 10% of the amount of each and every loss whichever is the greater
- b) loss or damage in respect of wear and tear depreciation moth vermin or any process of cleaning repairing restoring or renovation the action of light or atmospheric conditions or any other gradually operating cause
- c) clothing and personal effects
- d) property not kept in locked premises when not in use
- e) any individual item valued over £500 unless the original purchase receipt is submitted by the Insured in support of a claim under this section

Section 6

Liability

The Underwriters will indemnify the Insured against:

- a) damage
all sums which the Insured shall become legally liable to pay for damage and claimants' costs and expenses in respect of any event to which this section applies as stated in the specification and schedule
- b) legal costs
all costs and expenses of litigation incurred with the written consent of the Underwriters in respect of a claim against the Insured to which the indemnity expressed in this section applies
- c) solicitors' fees
the payment of the solicitor's fee incurred with the written consent of the Underwriters for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any event which may be the subject of indemnity under this section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such event

Territorial Limits

This section shall only apply in Great Britain Northern Ireland the Channel Islands and the Isle of Man

Interpretation

The Insured shall include

- a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
- b) if the Insured specified in the schedule so requests any person riding driving or leading the Insured Animal on the Insured's order or with his permission

The Specification

Events Public Liability

- a) bodily injury to or illness or disease of any persons except
 - i) that arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship
 - ii) any member of the Insured's family
 - iii) any agent or licensee of the Insured
- b) loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured or any member of the Insured's family or any agent or licensee of the Insured happening during the period of insurance and caused by or through the Insured Animal or any horse drawn vehicle specified in the schedule

The Amount of Indemnity

The liability of the Underwriters for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events of a series consequent on one original cause shall not exceed the amount specified in the schedule for any one event

Exceptions to this section

This policy shall not apply to liability in respect of:

- a) the carrying on of any trade business or profession or use of the Insured Animal for hire or reward (other than stud fees)
- b) damage to gates fences or crops whilst the Insured Animal is being ridden or led
- c) any event which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- d) this policy shall not apply to liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place the liability of the Underwriters for all damage payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the limit of indemnity in the aggregate for the purpose of this

- exclusion pollution or contamination shall be deemed to mean
 - i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination
- e) The first £100 of damage costs and expenses in respect of damage to property.

Section 7

Personal Accident and Dental Treatment

The Underwriters agrees to Compensation set out in the schedule of Benefits to the Insured and any other person riding or driving with the Insured's permission if such person sustains accidental bodily injury during the period of insurance whilst:

- a) riding (including mounting or dismounting) lungeing and leading any horse insured under this policy
- b) driving (including mounting or dismounting) a vehicle drawn by any horse insured under this policy
- c) riding as a passenger (including mounting or dismounting) in a vehicle drawn by any horse insured under this policy

Schedule of Benefits

For Injury	Compensation
a) death	£10,000
b) total and permanent disablement from engaging in or attending to employments or occupants of each and every kind	£10,000
c) permanent amputation or total and permanent loss of use of one or more hands or feet or the total and permanent loss of all sight in one or both eyes	£10,000
d) dental treatment up to	£750

Special Conditions applicable to this section

- a) The injury to the Insured must be the sole cause of death disablement or dental treatment which must occur within 12 months of the injury happening
- b) The aggregate of the Compensation payable under (a) (b) (c) of the schedule of Benefits shall not exceed £10,000
- c) The maximum benefit is reduced to £2,500 in respect of an insured person under the age of 16 years or over the age of 75 years

Exceptions to this section

- a) death or bodily injury sustained
 - i) whilst under the influence of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - ii) by any act of self injury or suicide by the Insured
- b) any consequence of
 - i) pregnancy or Childbirth
 - ii) physical defect infirmity or medical condition unless it has been declared to and accepted by the Underwriters.
- c) any injury arising directly or indirectly by through or in connection with the carrying on of any trade, employment, business or profession
- d) any injury caused by or resulting from accidents occurring whilst the Insured person is engaged in racing of any kind

Section 8A

Horsbox Trailer Damage

1 Theft accidental loss or Damage

Authority to Repair the Trailer

The Underwriters will pay for

a) Theft accidental loss or damage happening during the period of insurance to the horsebox trailer payment up to the amount specified in the schedule for any one event may be made at the Underwriters' option either for the cost of repair reinstatement or replacement or by cash for the amount of the theft accidental loss or damage agreed between the Underwriters and the Insured but not in any event exceeding the reasonable market value at the time of the theft accidental loss or damage the Insured may authorise the repair of the horsebox trailer provided that a detailed estimate of the cost is sent to the Underwriters immediately

the Underwriters reserve the right to seek alternative estimates

b) reasonable costs incurred for protection and removal to the nearest repairers if as a result of such theft accidental loss or damage the horsebox trailer is disabled and the reasonable cost of redelivery to the Insured after repair of such theft accidental loss or damage

Exceptions to this section

The Underwriters will not pay for

a) depreciation wear and tear mechanical or electrical breakdown or damage to tyres by application of brakes or by punctures cuts or bursts

b) loss of use

c) i) in respect of each and every claim for loss
or damage by theft £150

ii) in respect of each and every claim for all other
loss or damage £50

d) theft accidental loss or damage arising where the horsebox trailer is being used for any trade business or profession or for hire and reward

e) theft accidental loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

f) loss of the horsebox trailer by theft whilst left unattended unless at the time of the loss it is protected by a proprietary anti-theft device which has been specifically manufactured and sold for the purpose of preventing theft of horse trailers

Note: a padlock and chain is not deemed to be sufficient protection

Section 8B

Horsebox Trailer Liability to Third Parties

The Company will indemnify the Insured against

- a) damage - all sums which the Insured shall become legally liable to pay for damage and claimants' costs and expenses in respect of any event to which this section applies as stated in the specification and schedule
- b) legal costs - all costs and expenses of litigation incurred with the written consent of the Underwriters in respect of a claim against the Insured to which the indemnity expressed in this section applies
- c) solicitors' fees - the payment of the solicitor's fee incurred with the written consent of the Underwriters for representation of the Insured at proceedings in any Court of Summary jurisdiction arising out of any alleged breach of statutory duty resulting in any event which may be the subject of indemnity under this section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such event

Territorial Limits

This section shall only apply in Great Britain Northern Ireland the Channel Islands and the Isle of Man Interpretation

The Insured shall include

- a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
- b) persons using or towing the Horsebox Trailer on the Insured's order or with his permission

The Specification

Events Public Liability

- a) bodily injury to or illness or disease of any person except
 - i) that arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship
 - ii) any member of the Insured's family
 - iii) any agent or licensee of the Insured
- b) loss of physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured or any member of the Insured's family or agent or licensee of the Insured happening during the period of insurance and caused by or through the horsebox trailer specified in the schedule

The Amount of Indemnity

The liability of the Underwriters for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events of a series consequent on one original cause shall not exceed the amount specified in the schedule for any one event

Exceptions to this section

This policy shall not apply to liability in respect of

- a) the carrying on of any trade business or profession or use of the horsebox trailer for hire or reward
- b) any event which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- c) any event caused directly or indirectly by or through any motor vehicle by which the horsebox trailer is drawn or to which it is attached
- d) this policy shall not apply to liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place the liability of the Underwriters for all damage payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed the limit of indemnity in the aggregate for the purpose of this exclusion pollution or contamination shall be deemed to mean
 - i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination
- e) any liability that is incurred under the terms of any road traffic legislation
- f) The first £100 of damage costs and expenses in respect of damage to property.

Section 9

Horse Drawn Vehicles

1 Theft accidental loss or Damage

The Underwriters will pay for

- a) theft accidental loss or damage happening during the period of insurance to any horse drawn vehicle named in the schedule payment may be made at the Underwriters' option either for the cost of repair reinstatement or replacement or by cash for the amount of the theft accidental loss or damage agreed between the Underwriters and the Insured but not in any event exceeding the reasonable market value at the time of the theft accidental loss or damage Provided always that the liability of the Underwriters shall not in any event exceed the sum insured
- b) reasonable costs incurred for protection and removal to the nearest repairers if as a result of such theft accidental loss or damage the horse drawn vehicle is disabled and the reasonable cost of redelivery to the Insured after repair of such theft accidental loss or damage

Exceptions to this section

The Underwriters will not pay for

- a) depreciation wear and tear mechanical breakdown or damage to tyres by application of brakes or by punctures or bursts
- b) loss of use
- c) i) in respect of each and every claim for loss or damage by theft £150
ii) in respect of each and every claim for all other loss or damage £50
- d) theft accidental loss or damage arising where the horse drawn vehicle is being used for any trade business or profession or for hire or reward or racing or any other activity where speed is of the essence
- e) theft accidental loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

Section 10

Not applicable to the policy

Section 11

Disposal Fees

Where a claim has been accepted under Section 1 of the policy the Underwriters will reimburse costs incurred in connection with disposal fees and euthanasia charges up to a maximum of £175.

Exceptions to this section

Any claim under this section which is not substantiated by receipts.

General Conditions

This policy schedule and endorsements shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear

1 Policy Voidable

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

2 Reasonable Precautions

The Insured shall take all reasonable precautions to prevent liability loss damage or accidents including

- a) in the event of accident or illness as soon as is reasonably possible employ a veterinary surgeon at your own expense and provide proper care and treatment
- b) the prevention of bodily injury and loss or damage to the property by others

3 Cancellation

The Underwriters may cancel this policy by sending 7 days notice by registered post or recorded delivery to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance

4 Observance of Conditions

The due observance and fulfilment of the terms and conditions of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements in proposals (which shall be the basis of this contract and held to be incorporated therein) made by the Insured shall be conditions precedent to any liability of the Underwriters to make any payment under this policy

5 Soundness Health/Use

Every animal described in the schedule must be sound, in perfect health and free from injury and/or disease at the commencement of this insurance. No animal shall be used for purposes other than those stated in the proposal form without the written consent of the Underwriters.

6 Pre-existing Conditions

The Underwriters shall have no liability in respect of any accidental injury illness or disease sustained or contracted prior to inception of this policy whether or not such accidental injury illness or disease was or could have been apparent to the Insured or the Insured's veterinary adviser

7 Geographical Limits

The cover provided by this policy is restricted to:

- a) Great Britain the Isle of man the Channel Islands and Northern Ireland
- b) Temporary elsewhere in the Continent of Europe for a maximum of 30 days during the period of this policy
- c) Including transits therein and between
- d) sections 6 and 8B shall only apply to events in Great Britain the Isle of Man the Channel Islands and Northern Ireland

8 Maximum Amount of Indemnity

The liability of the Underwriters for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events or a series consequent on one original cause shall not exceed the sum of £2,000,000 for any one event

9 Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exceptions

This policy does not cover

1 Radioactive Contamination

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature
- c) any bodily injury directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2 War and Kindred Risks

Notwithstanding anything to the contrary contained herein this insurance does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of 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 Sonic Bangs

loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4 The recurrence of a condition or disease affecting the Insured Animal existing prior to the inception of this policy or any renewal thereof

5 Consequential loss of any kind

6 Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

7 Loss or damage directly arising from any form of excluded activity specified in the schedule.

Claims Conditions

Action by Insured

- 1 The Insured shall on the happening of any event including any accident illness or disease of any insured animal which could give rise to a claim under this policy
 - a) give immediate notice in writing to the Underwriters
 - b) give immediate notice to the Police in respect of
 - i) loss or damage by theft or any attempt thereat
 - ii) loss or damage by malicious persons
 - c) make no admission of liability or offer promise or payment without the Underwriters written consent
 - d) inform the Underwriters immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Underwriters immediately every relevant document
 - e) produce to the Underwriters at the Insured's own expense
 - i) a veterinary surgeon's report at the onset of any treatment and regular update reports where treatment continues beyond a period of 4 weeks
 - ii) any other documents or proofs as may reasonably be required by the Underwriters for investigating or verifying the claim and on the death of any insured animal certification by a veterinary surgeon of the cause of death (by post mortem examination if necessary)
 - f) deliver to the Underwriters at the Insured's own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within
 - 30 days of the expiry of the Indemnity Period section 6 and 8B
 - 30 days of the event - all other sectionsor such further time as the Underwriters may in writing allow

Underwriters' Rights

2 Control of Claims

The Underwriters shall be entitled:

- a) on the happening of loss or damage to the property insured to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Underwriters to rely on any conditions of this policy and this policy shall be proof of leave and licence for such purpose
- b) at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this policy and the Insured shall give all information and assistance required
- c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property' as may be reasonably required but the Insured shall not be entitled to abandon any property to the Underwriters
- d) to pay to the Insured the maximum sum payable under sections 6 and 8B in respect of any event or any lesser sum for which the claim or claims arising from such event can be settled and the Underwriters shall not be under any further liability in respect of that event except for the payment of costs and expenses of litigation incurred prior to such payment
- e) in the event of the death of any Animal Insured by this policy to any residual amount realised following the disposal of the carcass at the Insured's expense and at the best monetary terms available
- f) the Underwriters shall have the right to appoint its own veterinary surgeon to examine the Insured Animal
- g) if any difference should arise between the veterinary surgeons acting for the Insured and the Underwriters then the same shall be resolved by an independent veterinary expert who shall be jointly appointed by the Insured and the Underwriters and his fee shall be borne equally by the Insured and the Underwriters and his opinion shall be final and binding
- h) to any person insured by section 7 undergoing a medical examination if required by the Underwriters at the Underwriters' expense
 - i) in the case of death of any person insured by section 7 to have a post mortem examination at the Underwriters' expense

3 Fraudulent Claims

If any claim upon this policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited

4 Other Insurances

If at the time of any loss damage or event there be any other insurance or indemnity effected by or on behalf of the Insured applicable to such event the liability of the Underwriters shall be limited to its rateable proportion

5 Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this Condition to be referred to arbitration the making of any Award shall be condition precedent to any right of action against the Underwriters



Amlin Plus Limited

14 Fenchurch Avenue, London EC3M 3BS

Authorised and regulated by the Financial Services Authority.



SOUTH ESSEX
INSURANCE BROKERS

A better way to insure

South Essex House, North Road, South Ockendon, Essex RM15 5BE

T: 0845 450 0631 www.seib.co.uk

South Essex Insurance Brokers Ltd. are authorised and regulated by the Financial Services Authority.