



Equine Elite Policy Document



Arranged by



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

EQUINE ELITE POLICY Specially arranged by South Essex Insurance Brokers Ltd.

Equine Elite Policy Document

SPECIALLY ARRANGED BY SOUTH ESSEX INSURANCE BROKERS LTD.

Authorised and regulated by the Financial Services Authority

Policy sections 1, 2, 3, 4, 5, 7,8A, 9, 11 & 12 underwritten by certain underwriters at Lloyds.
Policy sections 6 and 8B underwritten by Brit Insurance Limited.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important information

1. Cover for Death, Permanent Incapacity and Veterinary Fees are limited to claims arising from injury only in the first 14 days of your policy. We will not pay any claims that result from an illness that started in the first 14 days cover.
2. We will not pay any claims that result from an illness if the insured animal is covered on the Veteran Plan.
3. Your policy is subject to any special conditions or exclusions we place.
4. You will be invited to renew your policy each year, however this does not mean that your policy is automatically renewed.
5. The policy terms, conditions, premiums and excesses may change each year.
6. We will store your details on computer to administer your policy but we will not keep them any longer than necessary. Under the Data Protection Act you are entitled to a copy of all the information we hold about you and we are entitled to ask you to pay for this.



OUR GUARANTEE

Your certificate of insurance shows the sections of cover and sums insured that are in force for the insured animal.

If, after consideration, you are not happy, you have 14 days after the date you receive your policy documentation to cancel your policy and receive a full refund of any money paid less a reasonable admin fee to cover our costs.

SALES COMPLAINTS

If your complaint relates to the way your insurance policy was sold to you, please contact:
South Essex Insurance Brokers Ltd, South Essex House, North Road, South Ockendon, Essex RM15 5BE
Tel (01708) 850000

NON-SALES COMPLAINTS

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly. SEIB will always confirm to you the receipt of your complaint within 5 working days and do their best to resolve the problem within 4 weeks.

Please contact SEIB at:
South Essex Insurance Brokers Ltd, South Essex House, North Road, South Ockendon, Essex RM15 5BE
Tel: 01708 850000.

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, if the complaint refers to policy sections 1, 2, 3, 4, 5, 7, 8A, 9, 11 or 12.

Their address is: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

If the complaint refers to sections 6 or 8B then please refer the matter to:
Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS

If we have not sorted out the situation within 8 weeks from receipt of your original complaint we will provide you with information about the Financial Ombudsman Scheme.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

LAW APPLICABLE TO THE CONTRACT

Both parties of this contract of insurance 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 you are usually resident, where this is in the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English law will apply.

EQUINE ELITE HORSE & PONY POLICY

We will provide cover in the sections shown on your certificate of insurance during the period of cover, providing the correct premium is paid.

SECTION 1 (A)

DEATH OF THE ANIMAL - STANDARD

We will pay the market value of the insured animal (or sum insured if less), as a result of the insured animal's:

- a) Death, arising from an accident, illness or disease sustained or contracted during the period of insurance.
- b) Euthanasia, arising from an accident, illness or disease, sustained or contracted during the period of insurance, providing we have given prior written consent.
- c) Immediate euthanasia on humane grounds arising from an accident, illness or disease, sustained or contracted during the period of insurance. A veterinary surgeon must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was available.
- d) Death or euthanasia, with our prior written consent, or immediate euthanasia on humane grounds, arising directly out of foaling and from no other cause whatsoever during the period of insurance. For immediate euthanasia, a veterinary surgeon must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was available.

Subject to the terms, conditions and exceptions of this policy.

Limit of Liability

We will not pay more than:

- a) the sum insured shown on the certificate of insurance for the insured animal, or
- b) the market value of the insured animal immediately prior to the accident being sustained or the illness or disease being contracted,

whichever is less.

Extension to this section

Providing we have agreed to pay a claim for the death of the insured animal, we will also pay up to GBP150 in respect of irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the death of the Insured Animal.

Exceptions to this section

We will not cover any:

- a) Loss resulting from or arising out of:
 - i) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority,
 - ii) castration without our written consent. An additional premium will be charged where consent is granted for castration to be carried out,
 - iii) any other surgical operation without our written consent unless in an emergency to save the life of an insured animal. An additional premium may be charged where consent is granted for an operation to be carried out,
 - iv) unfitnes or incapacity to fulfil the functions or duties for which the insured animal is kept.
- b) Any costs incurred for the destruction of the insured animal or disposal of it's body.
- c) Any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the insured animal is suffering from an accident, illness or disease
- d) Any loss which results from an illness or disease contracted in the first 14 days of the policy starting.
- e) Any loss which results from an accident sustained, or an illness or disease contracted, before the insured animal's cover started.
- f) Any loss which happens more than 12 months after the date the accident was sustained or the illness or disease was contracted.

SECTION 1 (B) VETERAN PLAN

DEATH OF THE ANIMAL - VETERAN PLAN

We will pay the market value of the insured animal (or sum insured if less), as a result of the insured animal's:

- a) Death, arising from an injury caused by accidental, external and visible means, sustained during the period of insurance,
- b) Euthanasia, arising from an injury caused by accidental, external and visible means, sustained during the period of insurance, providing we have given prior written consent.
- c) Immediate euthanasia on humane grounds arising from an injury caused by accidental external and visible means, sustained during the period of insurance. A veterinary surgeon must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was necessary.

Subject to the terms, conditions and exceptions of this policy.

Limit of Liability

We will not pay more than:

- a) the sum insured shown on the certificate of insurance for the insured animal, or
- b) the market value of the insured animal immediately prior to the accident being sustained, whichever is less.

Extension to this section

Providing we have agreed to pay a claim for the death of the insured animal, we will also pay up to GBP150 in respect of irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the death of the insured animal.

Exceptions to this section

We will not cover any:

- a) Loss resulting from or arising out of:
 - i) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council a Government Department or Local Authority,
 - ii) castration without our written consent.. An additional premium will be charged where consent is granted for castration to be carried out,
 - iii) any other surgical operation without our written consent unless in an emergency to save the life of the insured animal. An additional premium may be charged where consent is granted for an operation to be carried out,
 - iv) unfitness or incapacity to fulfil the functions or duties for which the insured animal is kept.
- b) Any costs incurred for the destruction of the insured animal or disposal of it's body.
- c) Any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the insured animal is suffering from an injury.
- d) Any loss which results from an illness or disease.
- e) Any loss which results from an accident sustained before the insured animal's cover started.
- f) Any loss which happens more than 12 months after the date the accident was sustained.

SECTION 2A

THEFT OR STRAYING

We will cover the insured animal where the animal is not recovered within 30 days following:

- a) Theft, or
- b) Straying

Extensions to this section

- a) Providing we have agreed to pay a claim for theft or straying, we will also pay up to GBP150 for irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the loss of the insured animal.
- b) Subject to our prior written consent, we will also pay GBP150 towards the cost of advertising or other expenditure for each theft or straying.

Limit of Liability

We will not pay more than:

- a) the sum insured shown on the certificate of insurance for the insured animal, or
 - b) the market value of the insured animal immediately prior to the loss or theft,
- whichever is less.

Exception to this section

We will not cover any loss purposefully caused by you or any member of your household or any employee.

SECTION 3

PERMANENT INCAPACITY

If the insured animal sustains injury or contracts any illness during the period of insurance, which results in the animal being permanently incapable of fulfilling the functions or duties for which it is kept and insured, we will pay up to the maximum amount specified in the certificate of insurance.

Extensions

- a) If treatment to the insured animal is in progress at the expiry date of the period of insurance, cover under this section will extend up to 12 months from the date of the accident, or the first manifestation of the illness or disease. This is providing the claim is notified to us before the renewal date and the illness or injury occurred before the expiry of the current period of insurance.
- b) Providing we have agreed to pay a claim for permanent incapacity, we will also pay up to GBP150 in respect of irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the permanent incapacity.

Conditions applicable to this section

- a) The permanent incapacity must be the direct result of an accident, illness or disease, sustained or contracted during the period of this insurance and you must advise us in accordance with Claims Conditions, No 1, in this policy document.
- b) Both, your and our veterinary surgeons must agree that the insured animal is permanently incapable of fulfilling the functions or duties for which it is kept and insured. If there is a disagreement between the veterinary surgeons over the incapacity of the insured animal, the case will be referred to an independent veterinary surgeon. This veterinary surgeon will be mutually agreed upon by both sides and will act as arbitrator. The fees for the independent veterinary surgeon will be divided equally between you and us and their decision is final and binding.
- c) Where the section covers 100% of the sum insured (or market value), the residual value of the insured animal shall be taken into account in the settlement of any claim under this section.
- d) Following acceptance of a claim under this section, prior to settlement you will have the insured animal marked in accordance with our requirements and provide us with the appropriate certification showing the marking has been carried out.

Exceptions to this section

We will not cover:

- a) Castration or any other surgical operation, without our written consent.
- b) Disfigurement following accidental injury, illness or disease which renders the insured animal unsuitable for showing because of its appearance.
- c) Abnormalities of reproductive organs in the case of animals kept for breeding, other than those caused by accidental injury, illness or disease occurring during the period of insurance.
- d) Incapacity that results from a vice or behavioural problem unless veterinary evidence is provided to establish that the insured animal is suffering from an accident, illness or disease
- e) The excess specified in the certificate of insurance.
- f) Permanent incapacity resulting from illness or disease which first manifest clinical signs within 14 days of start of the policy.
- g) Permanent incapacity resulting from an accident which was sustained, or an illness or disease which first manifest clinical signs before your policy started.
- h) Any animal insured on the Veteran Plan or any animal aged 17 years or more at inception. Permanent Incapacity will be automatically removed from the policy at the renewal following the insured animal's 17th birthday.

SECTION 4

VETERINARY SURGEON'S FEES

If the insured animal sustains an injury or contracts an illness or disease during the period of cover, we will reimburse the veterinary surgeon's fees (which are not alternative, complementary or rehabilitation treatment) up to the maximum amount specified in the certificate of insurance. The maximum amount applies for each unrelated injury or illness or set of clinical signs reported as one incident.

Extension to this section

If you incur fees for alternative, complementary or rehabilitation treatment recommended by your veterinary surgeon for the insured animal due to an accident, illness or disease arising during the period of insurance, we will reimburse these fees up to the maximum amount specified for complementary treatment in the certificate of insurance.

Definition

For the purposes of this policy the following treatments are considered to be alternative, complementary or rehabilitation treatments when carried out by a veterinary surgeon, a farrier or a therapist who holds a nationally recognised qualification in their subject:- Acupuncture, Chiropractic Manipulation, Electrotherapy, Herbal Medicine, Homeopathy, Hydrotherapy, Laser Treatment, Magnetic Treatment, Neutraceuticals, Osteopathy, Physiotherapy and Remedial Farriery.

Special Conditions applicable to this section

- a) You must advise us when the treatment starts and subsequently submit all dated veterinary surgeon's, therapist's and farrier's receipts to us to substantiate the claim. Such receipts must include details of the treatment provided.
- b) Any referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence must be approved by us prior to the referral.
- c) Diagnosis by Magnetic Resonance Imaging, Scintigraphy, Computerised (Axial) Tomography, Thermography and Myelography must be approved by us prior to commencement of the procedure.
- d) Any alternative, complementary or rehabilitation treatment recommended by your veterinary surgeon must be approved by us prior to the start of treatment.
- e) If treatment is in progress at the expiry date of the period of insurance we will continue to reimburse the fees within the limits specified, for a period of 12 months from the date of the accident or the first manifestation of the illness or disease, providing the claim was notified to us and accepted by us before the expiry or renewal date.
- f) Once we have agreed to pay the claim, we may at our option pay the veterinary surgeon or other authorised provider of treatment, unless you specify otherwise in writing.

Exceptions to this section

We will not cover:

- a) The excess specified in the certificate of insurance for each and every loss.
- b) Any costs resulting from or arising out of castration or any other surgical operation without our written consent unless in an emergency to save the life of the insured animal.
- c) Livery, husbandry and transportation costs unless we give prior agreement.
- d) The cost of any treatment that results from a vice or behavioural problem unless veterinary evidence is provided to establish that the insured animal is suffering from an accidental injury, illness or disease.
- e) The cost of vaccinations, any other preventative treatments and removing wolf teeth.
- f) Any cost associated with pregnancy or parturition unless certified by a veterinary surgeon as necessary to save the life of the insured animal.
- g) Veterinary fees resulting from illness or disease which first manifest clinical signs within 14 days of the start of the policy.
- h) Veterinary fees resulting from an accident which was sustained, or an illness or disease which first manifested before your policy started.
- i) Any costs incurred for the destruction of the insured animal or disposal of it's body.
- j) The cost of experimental, non-customary or unproven treatment.

Veteran Plan – Special exceptions

We will not cover:

- a) The cost of any treatment unless to treat accidental, bodily injury caused by accidental, external and visible means.
- b) The cost of any treatment for an illness or disease which does not result from a bodily injury.

SECTION 5

SADDLES AND BRIDLES AND OTHER TACK

In the event of theft, accidental loss or damage to saddles, bridles or other tack, we will pay:

- a) The replacement value of the property, or
- b) The costs to repair the property.

Conditions applicable to this section

- a) We will not pay more than the sum insured shown in the certificate of insurance during any one period of insurance.
- b) We will not pay more than GBP500 for any individual item unless such item is specified in the certificate of insurance and the specified item's original purchase receipt is submitted to us
- c) Repayment 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
- d) Any claim under this section for horse rugs or blankets will be subject to a depreciation at 33% per annum of the original price.

Definition

Property: In this section, property is any saddle, bridle, harness and other riding tack normally attached to the insured animal, for the purpose of riding, driving leading or lungeing or while the horse is at grass.

Replacement value: In this section, replacement value is the price generally paid for new property of the same brand, make and type as the property that has been stolen, lost or damaged.

Exceptions to this section

We will not cover:

- a) In the event of accidental loss or damage the first GBP100 or 10% of the amount of each and every loss, whichever is the greater.
- b) In the event of theft:
 - i) the first GBP250 or 50% of the amount of each and every loss, whichever is the greater, if no visible or violent force was used to get in or out of a locked building, or
 - ii) the first GBP100 or 10% of the amount of each and every loss whichever is the greater, if visible and violent force was used to get in or out of a locked building.
- c) Loss or damage in respect of wear and tear, depreciation, moth, vermin mould, rust, or any process of cleaning, repairing, restoring, or renovation, the action of light or atmospheric conditions or any other progressive cause.
- d) Clothing and personal effects.
- e) Property not kept in a locked building when not in use.

SECTION 6

LIABILITY

We will indemnify you against the following, in respect of any event where this section applies, as stated in the specification and certificate of insurance.

a) Damage

All sums which you become legally liable to pay for compensation and claimants' costs and expenses.

b) Legal Costs

All legal costs and expenses incurred, with our written consent, for a claim against you.

c) Solicitor's Fees

The payment of solicitor's fees incurred, with our written consent, for representing you at proceedings in any Court.

Geographical Limits

This section only applies in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Interpretation

We will also cover:

- a) In the event of your death, your personal representative in respect of liability incurred by you.
- b) Any person riding, driving or leading the insured animal on your order or with your 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, employment by you under a contract of service or apprenticeship,
 - ii) any member of your family,
 - iii) any person acting as your agent..
- b) Loss of, or physical damage to, physical property not belonging to you or in your charge or under your control or under the control of any member of the your family or any person acting as your agent,

which happens during the period of insurance and is caused by or through the insured animal or any horse-drawn vehicle specified in the certificate of insurance.

The Amount of Indemnity

We will cover 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 of one original cause, up to the amount specified in the certificate of insurance.

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 your deliberate act or omission, which you could have reasonably expected, knowing the nature and circumstances of the act or omission.
- d) Pollution or contamination other than that 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 the incident takes place. Our liability for all damage, payable in respect of all pollution or contamination, which occurred during the period of insurance will not exceed the limit of liability in the aggregate. For the purpose of this exclusion, pollution or contamination means:
 - i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere, and
 - ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

SECTION 7

PERSONAL ACCIDENT AND DENTAL TREATMENT

We agree to compensation, as set out in the Schedule of Benefits, for you and any other person riding or driving the insured animal with your permission, if you or the the person sustains accidental bodily injury during the period of insurance whilst:

- a) Riding (including mounting or dismounting), lungeing and leading the insured animal,
- b) driving (including mounting or dismounting) a vehicle drawn by the insured animal, or
- c) riding as a passenger (including mounting or dismounting) in a vehicle drawn by the insured animal.

Schedule of Benefits

For Injury	Compensation
a) Death	GBP10,000
b) Total and permanent disablement, Being unable to carrying out any type of employment or occupation	GBP10,000
c) 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.	GBP10,000
d) Dental treatment up to	GBP750

Special Conditions applicable to this section

- a) The injury 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 sections a), b) and (c) of the Schedule of Benefits will not exceed GBP10,000
- c) Under a), b) and c) of the Schedule of Benefits, the compensation is reduced to GBP2,500 in respect of any person under the age of 16 years or over the age of 75 years.
- d) A riding hat meeting current safety standards must have been worn at the time of the incident.

Exceptions to this section

We will not cover

- 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.
- b) Any consequence of:
 - i) pregnancy or childbirth,
 - ii) physical defect, infirmity or medical condition unless it has been declared to, and accepted by us.
- 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 animal is engaged in racing of any kind.

SECTION 8A

HORSEBOX TRAILER DAMAGE

1 Theft accidental loss or damage

Authority to Repair the Trailer

We will cover:

- a) Theft, accidental loss or damage happening during the period of insurance to the horsebox/trailer specified in the certificate of insurance. Payment may be made at our 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 you and us. The amount will not exceed the reasonable market value at the time of the theft, accidental loss or damage, or the sum insured (which ever is less). We may authorise the repair of the horsebox/trailer provided a detailed estimate of the cost is sent to us immediately. We reserve the right to seek alternative estimates.
- b) Reasonable costs incurred for protection and removal of the horsebox/trailer to the nearest repairers and the subsequent cost of re-delivery to you after repair, if, as a result of the accidental loss or damage, the horsebox/trailer is disabled.

Exceptions to this section

We will not cover:

- a) Depreciation, wear and tear, mechanical or electrical breakdown or damage to tyres by application of brakes or by punctures, cuts or bursts.
- b) In the event of:
 - i) loss or damage by theft , the first GBP150 for each and every claim, or
 - ii) all other loss or damage, the first GBP50 for each and every claim.
- c) Accidental loss or damage arising where the horsebox/trailer is being used for any trade, business or profession or for hire or reward.
- d) Accidental loss or damage which results from your deliberate act or omission, which you could reasonably have expected, having regard to the nature and circumstances of the act or omission.
- e) 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.

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

SECTION 8B

HORSEBOX TRAILER LIABILITY TO THIRD PARTIES

We will indemnify you against the following, in respect of any event where this section applies, as stated in the specification and certificate of insurance.

a) Damage

All sums which you become legally liable to pay for damage and claimants' costs and expenses.

b) Legal Costs

All legal costs and expenses incurred with our written consent, for a claim against you.

c) Solicitor's Fees

The payment of the solicitor's fees incurred, with our written consent, for representing you at proceedings in any Court.

Geographical Limits

This section only applies in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Interpretation

We will also cover:

- a) In the event of your death, your personal representative, in respect of liability incurred by You.
- b) Any person using or towing the Horsebox or Trailer on your order or with your 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, employment by you under a contract of service or apprenticeship,
 - ii) any member of your family,
 - iii) any person acting as your agent.
- b) Loss of, or physical damage to, physical property not belonging to you or in your charge or under your control or under the control of any member of your family or any person acting as your agent, which happens during the period of insurance and is caused by or through the horsebox/trailer specified in the certificate of insurance.

The Amount of Indemnity

We will cover 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 of one original cause, up to the amount specified in the certificate of insurance 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 your deliberate act or omission, which you could have reasonably expected, knowing the nature and circumstances of the act or omission.
- c) Any event caused directly or indirectly, by, or through any motor vehicle which the horsebox/trailer is drawn or to which it is attached.
- d) and bodily injury, loss or damage which is the subject of any statutory or compulsory insurance requirement
- e) Pollution or contamination other than that 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 the incident takes place. Our liability, for all damage, payable in respect of all pollution or contamination, which occurred during the period of insurance will not exceed the limit of liability in the aggregate. For the purpose of this exclusion, pollution or contamination means:
 - i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere, and
 - ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

SECTION 9

HORSE DRAWN VEHICLES

1 Theft accidental loss or damage

We will pay for:

- a) Theft, accidental loss or damage happening during the period of insurance to any horse-drawn vehicle named in the certificate of insurance. Payment may be made either for the cost of repair, reinstatement or replacement, or by cash for the amount of the theft, accidental loss or damage, agreed between you and us. The amount will not exceed the reasonable market value at the time of the theft, accidental loss or damage, or the sum insured (which ever is less).
- b) Reasonable costs incurred for protection and removal of the horse-drawn vehicle to the nearest repairers and the subsequent cost of re-delivery to you after repair, if, as a result of the theft, accidental loss or damage, the horse-drawn vehicle is disabled.

Exceptions to this section

We will not cover:

- a) Depreciation, wear and tear, mechanical breakdown or damage to tyres by application of brakes or by punctures, cuts or bursts.
- b) In the event of:
 - i) loss or damage by theft, the first GBP150 for each and every claim, or
 - ii) all other loss or damage, the first GBP50 for each and every claim.
- c) 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.
- d) Theft, accidental loss or damage which results from your deliberate act or omission, which you could have reasonably expected, having regard to the nature and circumstances of the act or omission.

SECTION 10

Not applicable to the policy

SECTION 11

DISPOSAL FEES - STANDARD

Where a claim has been accepted under Section 1(A) of the policy we will reimburse the costs incurred in connection with disposal fees and euthanasia charges up to a maximum amount of GBP300.

DISPOSAL FEES - VETERAN PLAN

Where a claim has been accepted under Section 1(B) of the policy for a insured animal covered on the Veteran plan, we will reimburse costs incurred in connection with disposal fees and euthanasia charges up to a maximum amount of GBP175.

Exception to this section

We will not cover any claim under this section which is not substantiated by receipts showing the costs involved.

SECTION 12

FOALING RISKS

We will pay you GBP500 in the event of the insured animal:

- a) Failing to produce a single live foal within the period of insurance, or
- b) Having produced a live foal within the period of insurance, that foal failing to survive 30 days from the date of birth, or
- c) Producing a foal permanently malformed to such an extent that in the opinion of both your veterinary surgeon and our veterinary surgeon, destruction is warranted for humane reasons.

Conditions applicable to this section

- a) Service of the insured animal must be carried out in accordance with regulations or codes of practice laid down by the Department of the Ministry of Agriculture and the Horse Race Betting Levy Board of Breed Association covering the breeding of horses.
- b) You must obtain from a veterinary surgeon and provide:
 - i) a positive single foetus scan at 18/30 days after the last service date, and
 - ii) a positive single foetus scan at 40/45 days after the last service date, or
 - iii) a report following a manual examination confirming there is no evidence of twins, or
 - iv) if manual rupture is performed prior to 30 days after last service date, a single foetus scan at 60/100 days after the last service date.
- c) In the event of the insured animal being found not in foal within the first 90 days after the last service date, you must immediately provide a positive mare immunological pregnancy (MIP) test. In the absence of this, cover under this section will be declared void and the additional premium returned in full.
- d) In the event of the insured animal being found not in foal after 90 days after the last service date you will provide a veterinary surgeons report certifying:
 - i) the existence of a recently aborted foetus and evidence that the insured animal has recently aborted, or
 - ii) the delivery of a dead foal, or
 - iii) the subsequent death during the period of insurance of a live born foal within 30 days from birth, or
 - iv) a post mortem examination of the insured animal revealing the existence of an unborn foal.
- e) The insured animal must not be due to foal within 60 days of policy inception or within 60 days of inception of this section, if added by endorsement.

Extension to this section

If the insured mare is in foal at the expiry date of the period of insurance cover under this section will extend up to 12 months from the last service date.

Exception to this section

We will not cover any costs associated with multiple pregnancy. We will not cover any costs for veterinary treatment.

GENERAL CONDITIONS

This policy, certificate of insurance and endorsements must 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 will have the specific meaning, wherever it appears.

1. Definitions which apply to all sections of the policy

You/ your: The person named as the policyholder on the certificate of insurance.

We/ us/ our: Brit Insurance Limited, represented by South Essex Insurance Brokers Limited.

Insured animal: The animal(s) named on the certificate of insurance.

Proposals/proposal form: The information provided by you in writing and/or verbally when applying for this insurance.

2. Policy Voidable

This policy will be voidable in the event of any material misrepresentation, mis-description or non-disclosure.

3. Reasonable Precautions

You must take all reasonable precautions to prevent liability, loss, damage or accidents including:

- a) arranging for any insured animal to be vaccinated, wormed or satisfactorily worm-counted at least twice a year, regularly attended to by a farrier and to have regular dental attention and any other treatment customarily recommended by veterinary surgeons to prevent illness or injury.
- b) in the event of accident or illness to any insured animal as soon as is reasonably possible, employ a veterinary surgeon at your own expense and provide proper care and treatment.
- c) the prevention of bodily injury and loss or damage to the property by others.
- d) the prevention of obesity of any insured animal.

4. Cancellation

We may cancel this policy by sending you 7 days notice by registered post or recorded delivery at the last known address. We will give you a refund of the premium you have paid for the period of insurance after the cancellation date.

5. 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 you and the truth of the statements in proposals (which shall be the basis of this contract and held to be incorporated therein) made by you shall be conditions precedent to any liability of the Company to make any payment under this policy

6. Soundness Health/Use

The insured animal must be sound, in perfect health and free from injury and/or disease at the start of this insurance. The insured animal will not be used for any purpose, other than those stated in the proposal form and certificate of insurance, without our written consent.

7. Pre-existing Conditions

We will not cover any accidental injury, illness or disease sustained or contracted prior to inception of this policy, whether or not the accidental injury, illness or disease was, or could have been, apparent to you or your veterinary surgeon.

8. 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 cover elsewhere in the Continent of Europe, for a maximum of 30 days during the period of insurance, including transits in and between.
- c) Sections 6 and 8B will only apply to events in Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

9. Maximum Amount of Indemnity

Our liability 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 on the certificate of insurance for any one event.

10. Age Limits

The insured animal must be more than 30 days old at inception of this policy. Any animal insured on the standard cover must be less than 17 years old at inception of this policy. The premium for animals aged 17 years and above and insured on the standard cover, will be subject to an age loading at each renewal up to the renewal following their 21st birthday. At this renewal the animal will be automatically transferred to the Veteran Plan. Animals insured on the Veteran Plan may be aged from 15 years upwards.

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 from 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) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War Risk and Terrorist Exclusion

Loss or damage to property caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

- 1) war, hostile or warlike action in time of peace or war, whether or not declared, including action hindering, combating or defending against an actual, impending or expected attack:
 - a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or airforce: or
 - b) by military, naval or airforces: or
 - c) by an agent of any such government, power, authority or force.
- 2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental:
- 3) insurrection, rebellion, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destructions:
- 4) any act of one or persons, whether known or unknown and whether or not agents of sovereign power, or Terrorist purposed:
- 5) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s), or automobile(s), including any attempted seizure of control, made by any person or persons.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss of damage.

Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property(ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of the society or government.

3 Sonic Bangs

Loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. The recurrence of a condition or disease, which affected any insured animal prior to the inception of this policy or any renewal thereafter.
5. Consequential loss of any kind.
6. Loss or damage directly arising from any form of excluded activity specified in the schedule.

CLAIMS CONDITIONS

1. Your actions

In any event including any accident, illness or disease of the insured animal which could result in a claim under this policy, you must:

- a) Give us immediate notice in writing.
- b) Give immediate notice to the police for any:
 - i) loss or damage by theft or any attempted theft,
 - ii) loss or damage by malicious person.
- c) Make no admission of liability or offer promise or payment without our written consent.
- d) Inform us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and immediately send us every relevant document.
- e) Provide us with, at your 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 proof as we may reasonably require for investigating or verifying the claim. On the death of any insured animal we will require a report from a veterinary surgeon confirming the cause of death (by post mortem examination if necessary).
- f) Provide us with, at your expense, a claim, in writing with detailed particulars and proof, as may be reasonably required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
 - i) 30 days of the expiry of the Indemnity period for Section 6 and 8B and
 - ii) 30 days of the event for all other sections, or
 - iii) the further time period if we allow and it is confirmed by us in writing.

Our Rights

2 Control of Claims

We are entitled to:

- a) If the property insured is lost or damaged, we may take and keep possession of the property insured and deal with the salvage in a reasonable manner. In doing this, we do not diminish our right to rely on any conditions of this policy.
- b) At our discretion, take over and conduct, in your name, the defence or settlement of any claim. We will take proceedings at our own expense and for our own benefit but in your name to recover compensation or secure indemnity from any third party for any event insured by this policy. You must give us all the information and assistance we required.
- c) To any property for the loss of which a claim is paid hereunder and you shall execute all such assignments and assurances of such property' as may be reasonably required but you shall not be entitled to abandon any property to us.
- d) To pay to you 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 we 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 the insured animal any residual amount received following the disposal of the body at your expense and at the best monetary terms available.
- f) Appoint our own veterinary surgeon to examine the insured animal and to advise on treatment. If we appoint our veterinary surgeon and they do not agree with your veterinary surgeon, the situation will be resolved by an independent veterinary expert who will be jointly appointed by you and us. The fee for the independent veterinary expert will be divided equally between you and us and their decision will be final and binding.
- g) At our discretion, request any person insured by Section 7 to undergo a medical examination at our expense..
- h) In the case of the death of any person insured by Section 7, a post mortem examination must be carried out, this will be at our expense.

3 Fraudulent Claims

If any claim on this policy is found to be fraudulent or if you, or anyone acting on your behalf, have used any fraudulent means or devices to obtain any benefit under this policy or if any loss or damage be occasioned by your wilful act or with your connivance all benefit under this policy shall be forfeited

4 Other Insurances

If at the time of any loss, damage or event there is any other insurance under which you are entitled to an indemnity, we will only pay our proportion of the claim.

5 Arbitration

If any difference arises regarding the amount to be paid under this policy, where liability has been admitted by us. the difference will be referred to an Arbitrator. The Arbitrator will be appointed by the parties in accordance with the Statutory provisions. Where any difference is referred for arbitration, the making of any Award will be condition precedent to any right of action against us.



**SOUTH ESSEX
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