

Horseowners Legal Protection.

keyfacts



Members Guide

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

SEIB
INSURANCE BROKERS.

Over 50 years of excellent service

Horseowners Legal Protection

keyfacts

How to join

Simply pay the premium to SEIB Insurance Brokers and your cover will be confirmed on the covering letter to your policy and will run for 12 months. SEIB Insurance Brokers will register you with ARAG plc and you can then use the following Member's Guide which details the cover and explains how to use the Helplines and make a claim.

Member's Guide

THIS DESCRIBES THE BENEFITS WHICH APPLY TO THOSE CLIENTS WHO HAVE PAID THE RELEVANT PREMIUM, ARE RECORDED AS SUCH BY SEIB INSURANCE BROKERS AND HAVE BEEN DECLARED TO ARAG PLC.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal & Tax Advice

In the event of a legal or tax problem we would strongly recommend that you initially take advantage of our confidential legal and tax advice service available under this policy; the only cost to you is a standard rate call. The advice covers business-related legal matters within UK and EU law or tax matters within the UK. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters. Legal advice is available 24/7 while tax advice is available 9am-5pm Monday to Friday. You can get advice by telephoning 0344-571-7976. Use of this service does not constitute reporting of a claim.

Claims Procedure

Potential claims must be notified as soon as possible to the Claims Helpline by telephoning 0117 917 1698 and confirmed by completing a claim form which we will send to you.

IMPORTANT

This is “claims made” legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as:

- a. during the **Period of Insurance**:
 - i. **you** become aware; and
 - ii. **you** notify **us**;of an **event** which may give rise to such a claim – see condition 2; and
- b. the event happens within the **Policy Period** and after the **Effective Date**. Where **your** claim arises from a series of **events** then the first of these must happen within the **Policy Period** and after the **Effective Date**.

Claims Procedure

If **you** need to make a claim **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** solicitor as the **Insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form by visiting **www.arag.co.uk/newclaims** or **you** can request one by telephoning **us** on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
 - a) confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether **we** can assist in another way.
5. When a representative is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Definitions

Wherever the following words or expressions appear in bold type they will have the meaning given to them below:

Appointed Advisor – The solicitor, mediator or other advisor appointed by **us** to act on behalf of **you** under this legal expenses insurance.

Conditional Fee Agreement – A legally enforceable agreement between **you** and the **Appointed Advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

Collective Conditional Fee Agreement – A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **us** to pay their professional fees on the basis of 100% “no-win no-fee”.

Effective Date – the date during the **Policy Period** on which this “claims made” legal expenses cover first started.

Home – the **Member's** main permanent private residence.

Insured Horse/Pony – the horse and/or pony declared to and accepted by the **Insurer** of the Horse and Pony policy.

Insurer – Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof), who are authorised and regulated by the Financial Conduct Authority.

Legal Costs & Expenses – In respect of all insured events other than as provided for in 2) below

- 1) a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44;
b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **Appointed Advisor** and agreed in advance by **us**;
c) Other side’s costs, fees and disbursements incurred in civil claims where **you** have been ordered to pay them or pays them with **our** agreement.
- 2) In respect of insured events 1 & 3 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court**, reasonable legal costs reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable.

Limit of Cover – the sum set out as follows being the maximum sum the **Insurer** will pay for all claims under this legal expenses insurance arising from one or more **events** occurring at the same time, in the same place or from the same cause:

· All sections: £25,000.

Master Policy – the master legal expenses policy issued by **us** to the **Master Policyholder**.

Master Policyholder – the holder of the **Master Policy**.

Member – a person who at the time of an event falls within the following class of persons and whose permanent residence is within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:
a policyholder declared to and accepted by the insurers of the Horse and Pony policy and who has paid the appropriate premium.

Period of Insurance – the period not exceeding one calendar year during which this legal expenses cover is in force.

Policy Period – the period of legal expenses cover administered by **us** starting with the date on which the **Member** first took out that cover and ending with the expiry of the **Period of Insurance** as long as there has been no break in cover at any stage.

Reasonable Prospects of Success – in civil and criminal claims, where **you** have a greater than 50% chance of successfully pursuing or defending the claim. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgement that might be obtained.

In criminal prosecution claims where **you**

- a) plead guilty, a greater than 50% chance of reducing any sentence or fine or
- b) plead not guilty, a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, where **you** have a greater than 50% chance of being successful.

Where it has been determined that reasonable prospects of success as set out above do not exist, **you** shall be liable to pay any legal costs incurred should **you** pursue or defend **your** claim irrespective of the outcome.

Small Claims Court – A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Territorial Limits – For insured events 1 and 3, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other insured events the United Kingdom, Channel Islands and Isle of Man.

we, us, our – ARAG plc who is authorised under a binding authority to administer this insurance on behalf of the **Insurer**; Brit Syndicate 2987 at Lloyd’s.

you, your – a person who at the time of an event falls into the following class of persons:

Sections 1 & 2: the **Member** or the rider authorised by the **Member** to ride the **Insured Horse/Pony**;
Section 3: the **Member** only.

YOUR POLICY COVER

Following an insured event the **Insurer** will pay **Legal Costs & Expenses** up to the Limit of Indemnity, including the cost of appeals subject to all the following requirements being met:

- 1) **You** have paid the insurance premium.
- 2) **You** keep to the terms of this policy and cooperate fully with **us**.
- 3) The Insured event happens within the **Territorial Limit**.
- 4) The claim always has **Reasonable Prospects of Success** and is reported to **us**;
 - during the **Period of Insurance** and
 - as soon as **you** first become aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest **you** always agree to use the **Appointed Advisor** chosen by **us** in any claim to be heard by the **Small Claims Court** and/or before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the fully completed claim form.

INSURED EVENTS COVERED

1. Personal Injury

The **Insurer** will pay **your** costs of legal action to pursue a civil claim as a result of an accident which causes **your** death or personal injury, while **you** are riding, mounting, dismounting or leading the **Insured Horse/Pony**.

What is not insured under insured event 1

Any claim arising from or relating to:

1. a condition, illness or disease which develops gradually over time
2. mental injury, nervous shock, depression or psychological symptoms where the **you** have not sustained physical injury to **your** body
3. defending any claim other than an appeal.

2. Uninsured loss

The **Insurer** will pay **your** costs of legal action to pursue a civil claim as a result of an accident which causes **you** to incur uninsured losses (other than those arising from personal injury or death) while **you** are riding, mounting, dismounting or leading the **Insured Horse/Pony**.

3. Contract

- a. The **Insurer** will pay **your Legal Costs and Expenses** of legal action to pursue a civil claim resulting from a breach of a contract for horse related goods or services **you** have bought for **your** own private use. The contract for the goods or services must have been made after the start of the **Policy Period** and at least £100 must be in dispute.
- b. The **Insurer** will pay **your Legal Costs & Expenses** of legal action to defend yourself in a civil court as a result of a dispute concerning a contract for the private sale of **your** horse related goods. At least £100 must be in dispute and the contract must have been made after the start of the **Policy Period**.

What is not insured under insured event 3

Any claim arising from or relating to:

- 1) the letting leasing or licensing of land or buildings where **you** act as the landlord
- 2) loans, mortgages, endowments, pensions, or any other financial or investment product
- 3) a business, venture for gain, profession or employment of the **Member**
- 4) a contract involving a motor vehicle
- 5) a settlement due under an insurance policy
- 6) construction work on any land, or designing, converting or exceeds £6,000 including VAT.

WHAT IS NOT INSURED UNDER THIS POLICY

You are not covered for any claim arising from or relating to:-

- 1) **Legal Costs & Expenses** incurred before **we** accept a claim
- 2) any actual or alleged act, omission or dispute happening prior to, or existing at the inception of the policy, and which **you** knew or ought reasonably to have known could give rise to a claim under this policy
- 3) an amount below £100
- 4) an allegation or prosecution against **you** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5) a dispute with another person who holds this cover or any members of **your** family
- 6) an insured event arising from **your** deliberate or reckless act
- 7) fines, penalties or compensation awarded against **you**
- 8) a judicial review
- 9) patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy or confidential information
- 10) a dispute with **us** or the **Insurer** or the company that sold **you** this policy
- 11) defamation
- 12) a)
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in funding, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
- 13) a group litigation order
- 14) a dispute where there has been a delay in reporting which in **our** reasonable opinion, has prejudiced the **Insurer's** position
- 15) any claim concerning or arising from:
 - a) medical or clinical treatment, advice, assistance or care;
 - b) the services or an invoice relating to a vet;
 - c) the sale or purchase of the **Insured Horse/Pony**;
 - d) faults in a motor vehicle or horse-box or faulty, incomplete or incorrect service, maintenance or repair of a motor vehicle or horse-box except in respect of claims under 1 of "What is covered";
 - e) **your** participation in racing, rallying, competitions or trials of any kind.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **you** should this occur

1. Your Responsibilities

You must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **Appointed Advisor**
- c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions required, and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below, **you** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**
- b) Where **you** wish to exercise **your** right to choose, **you** should write to **us** with **your** nominated representative's name and address. **Your** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. **We** may refuse to accept **your** nomination in exceptional circumstances. If **you** and **us** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter
- c) If **we** agree to start legal proceedings and the Court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, **you** may choose a suitably qualified **Appointed Advisor**. **Your** right to choose never applies to **Small Claims Court** claims unless there is a conflict of interest
- d) If the **Appointed Advisor** refuses, with good reason, to continue acting for **you**, if **you** dismiss the **Appointed Advisor** without good reason, or **you** withdraw from the claim without **our** agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with **you** or a **Collective Conditional Fee Agreement** with **us** if a claim under insured event 1 or 3 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**
- f) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **Appointed Advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **Appointed Advisor**, and will never compromise **you** or any claim that **you** make under the policy.

3. Our Consent

We must give **our** written consent to **you** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent.

4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b) **You** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** written agreement
- c) If **you** refuse to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **Appointed Advisor** the **Insurer** may refuse to pay further **Legal Costs & Expenses**.

5. Barrister's Opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **Insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Condition 6 below.

6. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent claims and claims tainted by dishonesty

- a) If **you** make any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) **You** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
 - i) affected **our** assessment of **Reasonable Prospects of Success**, and/or
 - ii) prejudiced any part the outcome of **your** claim the **Insurer** shall have no liability for **Legal Costs & Expenses**.

9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the premium paid provided **you** have not made a claim under the policy which has been accepted
- b) **You** may cancel this policy at any time by giving at least 14 days' notice to **us**. The **Insurer** will not give **you** a refund of the premium **you** have paid for the unexpired period
- c) Where there is a valid reason for doing so, the **Insurer** has the right to cancel the policy at any time by giving at least 14 days' written notice to **you**. The **Insurer** will not give **you** a refund of the premium **you** have paid for the unexpired period. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **Appointed Advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **Insurer's** interests;
- ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers;
- iii) where **we** reasonably suspect fraud. The **Insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament & Jurisdiction

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law.

11. Data Protection Act

It is agreed by **you** that any information provided to **us** &/or the **Insurer** regarding **you** will be processed by **us** &/or the **Insurer**, 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. For **our** mutual protection and **our** training purposes, calls may be recorded.

12. Contracts (Rights of Third Parties)

Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Complaints Procedure

We aim to provide a standard of service to **our** customers and business partners that is second to none, but occasionally things can still proceed in a way that was not intended. Should this occur, as part of **our** commitment to excellence, **our** Complaint Handling Procedure is designed to resolve any problems quickly and easily.

When first reporting a complaint, please provide **your** policy number, **our** reference, full details of **your** dissatisfaction, and what **you** would like **us** to do in order to resolve the matter.

Step 1

In the first instance, **we** would encourage **you**, by whichever method is most convenient to **you**, to contact the person who is dealing with the matter.

Step 2

If this is not appropriate for whatever reason, **you** can contact **our** Customer Relations Department directly, using the following ways:

Telephone: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).
Email: customerrelations@arag.co.uk
Address: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 3

If **you** remain dissatisfied **you** can pursue **your** complaint further with Lloyd's. They can be reached in the following ways:

Telephone: 0207 327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints
Address: Lloyd's, One Lime Street, London EC3M 7HA

Step 4

If Lloyd's is not able to resolve the complaint to **your** satisfaction, then **you** can refer the matter to the Financial Ombudsman Service.

They can be contacted at:

Switchboard: 0800 0234 567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Address: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

You should tell them that the policy is underwritten by Brit Syndicate 2987 at Lloyd's.

The FOS's decision is binding upon the **Insurer**, but **you** are free to reject it without affecting **your** legal rights.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk



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