

Premier Equine Policy Document



Specially arranged by South Essex Insurance Brokers.

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

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This Policy is specially arranged by South Essex Insurance Brokers Limited in accordance with the authorisation granted to them under Agreement Number E009/18000 and any renewal thereof and amendments thereto.

South Essex Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority.

In the event of any amendment, alteration, cancellation, question or complaint **You** may have or **You** want to make a claim please contact South Essex Insurance Brokers Limited at South Essex House, North Road, South Ockendon, RM15 5BE.

Tel: 01708 850000, Fax: 01708 851520, Email: enquiries@seib.co.uk.

Emergency helpline claims only out of normal office hours Tel: 07747 458486

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.

CONTRACT OF INSURANCE

This Policy, the **Certificate of Insurance** and endorsements must be read together as one contract. **You** must keep to the conditions, including the Special Conditions; if **You** do not **We** may cancel **Your** Policy, refuse a claim or withdraw from any current claim.

We will provide insurance in accordance with the terms of **Your** Policy in the Sections shown on **Your Certificate of Insurance** during the **Period of Insurance**, providing the correct **Premium** is paid. The **Certificate of Insurance** is evidence of **Your** contract of insurance with **Us** and shows the Sections of cover, the **Sums Insured** and **Excesses You** have chosen and any special terms that apply to **Your** Policy.

The information **You** have supplied to **Us** by way of **Proposal or Statement of Fact or Declaration** forms the basis of this insurance contract. If any information is given falsely, withheld or provided inaccurately by **You**, **We** may cancel **Your** policy, refuse a claim or withdraw from any current claim.

COOLING OFF PERIOD

If, after consideration, **You** are not happy, **You** have 14 days after the date on which **You** receive **Your Certificate of Insurance** to cancel **Your** Policy and receive a full refund of any **Premium** paid less a GBP10 administration fee to cover **Our** costs providing **You** have not made any claim.

CANCELLATION RIGHTS

After the Cooling Off Period **You** may cancel this Policy by writing to South Essex Insurance Brokers Limited. Any return **Premium** due to **You** will be subject to an administration charge of no more than GBP10 and will depend on how long the Policy has been in force and the Policy Sections **You** have chosen. No **Premium** will be returned if **You** have made a claim.

We may cancel this Policy by sending **You** 7 days' notice by registered post or recorded delivery at **Your** last known address. **We** will give **You** a refund of the **Premium You** have paid for the **Period of Insurance** after the cancellation date.

LAW APPLICABLE TO THIS INSURANCE 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 English law.

GEOGRAPHICAL LIMITS

The cover provided by this Policy is restricted to:

- a) the United Kingdom, the Isle of Man, the Channel Islands and Northern Ireland;
- b) temporary cover elsewhere in the European Economic Area, for a maximum of 30 days during the **Period of Insurance**, including transits in and between.

FRAUD

If **You** or anyone acting on **Your** behalf provide **Us** with false information, or fail to disclose material information to **Us**, or make a false or exaggerated claim with **Us**, or make any claim with **Us** that involves **Your** dishonesty, **We** will not pay any claim and **We** may void **Your** Policy and **We** may inform the authorities.

RENEWAL

Your Policy is an annual contract and each renewal is the start of a separate **Period of Insurance**. Shortly before each Policy anniversary **We** will invite renewal, although **We** are not obliged to. **We** may amend the terms of the Policy, change age limits, impose exceptions, withdraw Sections of cover or change the **Premium** however **We** will advise **You** of any changes to the terms of **Your** Policy or if **We** are not offering renewal. If **You** pay **Your Premium** by direct debit instalment **We** will renew **Your** Policy automatically. If **You** do not want to renew tell South Essex Insurance Brokers Limited before the renewal date of **Your** Policy.

DEFINITIONS

Wherever the following words appear in **bold** starting with a capital letter in this Policy they will have the same meaning as follows.

Accidental External Injury

Injury caused by accidental, violent and visible means where **Your Horse** has a visible external wound excluding strains of tendons and ligaments.

Activity

See **Use**.

After-care

Reasonable and customary **Veterinary Treatment** to **Your Horse** arising from **Emergency Life Saving Surgery** while **Your Horse** is kept at the premises where the **Emergency Life Saving Surgery** was performed.

Certificate of Insurance

The document being part of **Your** Policy showing the Policy Details and which Sections of the Policy **You** have chosen, the details and **Sums Insured of Your Horse, Saddlery and Tack, Horse Trailer and Horse Drawn Vehicle**, and any extra clauses, terms, exclusions and exceptions that apply to **Your** Policy.

Co-insurance

The amount expressed as a percentage of each claim which **You** must pay in addition to any **Excess**.

Colic Extension

Only available on the **Veteran Plan** (see **Veteran Plan** definition). Should **Your Horse** be insured on the **Veteran Plan** and require colic surgery performed under general anaesthetic immediately to save the life of **Your Horse** we will pay a sum towards the cost of the surgery less the excess as stated on **Your Certificate of Insurance**.

Complementary Treatment

For the purposes of this Policy the following treatments are considered to be **Complementary Treatment** when carried out by a **Veterinary Surgeon**, or under the supervision of a **Veterinary Surgeon** and carried out by a **Farrier, Equine Podiatrist** or a therapist who holds a nationally recognised qualification, approved by **Us**, in their subject:– Acupuncture, Chiropractic Manipulation, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Laser Treatment, Magnetic Treatment, Nutraceuticals, Osteopathy, Physiotherapy and Remedial Farriery and any **Veterinary Treatment, Livery or Transport** associated with or required for the aforementioned treatments.

Emergency Life Saving Surgery

General anaesthetic surgical procedure performed by a **Veterinary Surgeon** immediately necessary to save the life of **Your Horse**.

Equine Dental Technician

Member of the Association of British Equine Dental Technicians.

Equine Podiatrist

A named equine podiatrist with qualifications, acceptable to **Us** and two **Veterinary** references acceptable to **Us** agreed with **Us** and noted in **Your** Policy or otherwise confirmed by **Us** in writing.

Excess

The amount **You** must pay towards each and every claim.

Experimental, Non-Customary or Unproven Treatment

Unproven therapy not generally accepted by the community of **Veterinary Surgeons**.

Farrier

A farrier registered with the Farrier's Registration Council.

Horse

Any horse, pony, or donkey named in the **Certificate of Insurance**.

Horse Drawn Vehicle

Any horse drawn vehicle specified in the **Certificate of Insurance**.

Horse Trailer

Any horse trailer specified in the **Certificate of Insurance**.

Illness

Sickness or disease that changes **Your Horse's** normal healthy physical state.

Injury

Sudden physical injury caused immediately by an accident, not any injury that happens over a period of time.

Livery

The care of **Your Horse** including keep, feed, stabling and bedding, and grooming that is not healthcare while **Your Horse** is hospitalised at a veterinary practice.

Locked Building

- a) The domestic building, not being a caravan or mobile home that **You** live in that has all doors and windows locked; or
- b) A building or part of a secure building that **You** do not live in that has all doors locked with 5-lever mortice deadlocks and has steel bars or steel grids on all windows; or
- c) Large metal containers that cannot be removed and are suitably locked.

Market Value

The price generally paid by a willing buyer to a willing seller for a **Horse** of the same age, breed, bloodline, sex and ability as **Your Horse** immediately before the **Accidental External Injury** or **Injury** was sustained or **Illness** was contracted or first showed **Symptoms**, OR the price generally paid by a willing buyer to a willing seller for **Saddlery and Tack** of the same age, type and condition as **Your Saddlery and Tack** immediately before the loss, theft or damage, OR the price generally paid by a willing buyer to a willing seller for a **Horse Trailer** or **Horse Drawn Vehicle** of the same age, type, make and condition as **Your Horse Trailer** or **Horse Drawn Vehicle** immediately before the loss, theft or damage.

Period of Insurance

The period stated in **Your Certificate of Insurance** for which **We** have agreed to provide insurance.

Pre-Existing Condition

- a) Any **Injury** or **Accidental External Injury** sustained or **Illness** contracted or which shows its first **Symptoms** before the start date of **Period of Insurance**; or
- b) the recurrence of any **Injury** or **Accidental External Injury** that was sustained, or the recurrence of any **Illness** contracted or which shows its first **Symptoms**, before the start date of the **Period of Insurance** no matter how many times it returns or whether it returns to or affects different areas of **Your Horse's body**; or
- c) any **Injury** or **Accidental External Injury** or **Illness** that is caused by, relates to, or results from, an **Injury** or **Accidental External Injury** that was sustained, or an **Illness** contracted or which shows its first **Symptoms**, before the start date of the **Period of Insurance** no matter where the **Injury**, **Accidental External Injury**, **Illness** or **Symptoms** were noticed or happened in, or on, **Your Horse's** body.

Premium

The amount in money **You** must pay **Us** in exchange for the insurance coverage **We** provide.

Proposal or Statement of Fact or Declaration

The information **You** have provided to **Us** and upon which **We** have relied in agreeing to provide **You** with insurance coverage.

Saddlery and Tack

Saddles, bridles, harness and other riding tack, lunging equipment or harness normally used on **Your Horse** while it is partaking in the **Uses** for which it is insured as noted on the **Certificate of Insurance**.

Stray/Straying/Strayed

Your Horse goes missing or escapes from the place where it is normally kept and is not traced or recovered within 30 days.

Sum Insured

The maximum amount **We** will pay.

Symptom

Departure from **Your Horse's** normal healthy state indicating the presence of **Illness**.

Transport

Essential transport of **Your Horse** from the place where it is usually kept to a veterinary practice for **Veterinary Treatment**.

Use

The **Activity**, **Use** and purpose for which **You** keep **Your Horse** and for which **You** have insured it as noted in the **Certificate of Insurance**.

Vet/Veterinary Surgeon/Veterinary Consultant/Veterinary Expert

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

Veteran Plan

Available for horses aged over 15 years of age. Cover on the **Veteran Plan** is restricted to **Accidental External Injury** (see definition) only. There is no cover for **Illness** (see definition) on the **Veteran Plan** unless you have opted for the **Colic Extension** (see definition). If **Your Horse** is insured on the **Policy** prior to its 21st birthday **Your Horse** will be automatically transferred onto the **Veteran Plan** following its 26th birthday. We reserve the right to transfer **Your Horse** to the **Veteran Plan** at an earlier age if deemed necessary. If **Your Horse** is insured on the **Veteran Plan** this will be stated on **Your Certificate of Insurance**.

Veterinary Treatment

Consultation, advice, examination, test, scan, medication, surgery required to treat **Your Horse** for **Illness, Injury** or **Accidental External Injury** provided by a **Vet** including nursing by a veterinary nurse or other member of the veterinary practice under the **Vet's** supervision excluding **Complementary Treatment, Livery** or **Transport**.

We/Us/Our

Swiss Re International SE, UK Branch per Galileo Underwriting LLP, represented by South Essex Insurance Brokers Limited.

You/Your/Insured

The person or persons, partnership, corporation, or organisation named in the **Certificate of Insurance**.

GENERAL CONDITIONS

It is **Your** responsibility to adhere to the terms and conditions of this Policy, including the Special Conditions. If **You** do not **We** may cancel **Your** Policy and will pay no claim.

1. **Sum Insured**

You must ensure that **Your Horse** is insured for its correct current **Market Value**.

2. **Use**

Your Horse will not be used for any **Activity**, other than those stated in the **Certificate of Insurance**, without **Our** written consent. If **Your Horse** is used by **You** or anyone else for any **Activity**, other than those stated in the **Certificate of Insurance**, without **Our** written consent, all cover will immediately cease under this Policy and **We** will pay no claim.

3. **Reasonable Precautions**

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

- a) arranging and paying for **Your Horse** to be vaccinated against tetanus and equine influenza, to be wormed or satisfactorily worm-counted at least twice a year, to have regular and proper foot and/or hoof care from a **Farrier** or **Equine Podiatrist**, to have regular dental attention from a **Vet** or **Equine Dental Technician** or to have any other treatment customarily recommended by **Vets** for **Illness** or **Injury** or **Accidental External Injury**;
- b) in the event of **Accidental External Injury** or **Injury** or **Illness** to **Your Horse** as soon as is reasonably possible, employ a **Vet** at **Your** own expense and provide proper care and treatment;
- c) to comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- d) to prevent obesity of **Your Horse**;
- e) to take proper care and keep in good condition all property covered by **Your** Policy and to prevent bodily **Injury** and loss or damage to the property by others;
- f) to prevent **Accidental External Injury** or **Injury** to **Your Horse** caused by third parties.

If **You** do not take such reasonable precautions, **We** will not pay any claim resulting from **Accidental External Injury**, or **Injury** or **Illness** that would not have occurred had the above precautions been taken unless **You** show that **Your** non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4. **Action at Renewal**

When **We** offer renewal **You** must tell **Us** about any **Accidental External Injury** or **Injury** or **Illness** or any veterinary attention, other than vaccinations **Your Horse** has had during the **Period of Insurance** prior to the renewal date whether or not **You** have notified **Us** of a claim. If after **We** have invited renewal **You** or anyone acting on **Your** behalf tell **Us** about something that happened during an earlier **Period of Insurance** **We** may change the terms and conditions and backdate exclusions to the date **Your** Policy renewed. It is **Your** responsibility to ensure that **Your Horse** is insured for its correct **Market Value** at renewal.

5. **Premium**

Cover under this Policy is dependent on **You** paying the **Premium** in full. If **You** pay the **Premium** by direct debit instalment and do not pay any missed instalments when **We** tell **You** to **We** will cancel **Your** Policy and make no further claim payments. **We** will deduct from any claim payment any amount **You** owe **Us** by way of outstanding **Premium** and charges.

6. **Soundness and Health**

Your Horse must be sound, in perfect health and free from **Accidental External Injury, Injury** and/or **Illness** at the start of this Insurance.

7. **Loan**

- a) **You** must tell **Us** if **Your Horse** is on loan to **You**. **You** will send **Us** a copy of the written loan agreement and **We** reserve the right to communicate with the owner on any matter regarding this Insurance.
- b) **You** must tell **Us** if **Your Horse** is loaned by **You** and send **Us** a copy of the written loan agreement confirming the borrower agrees to and will observe all the terms and conditions of this Policy.

8. **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. The limit of indemnity differs for Section 4(A) **Emergency Life Saving Surgery**. Please refer to this section for the applicable limit of indemnity.

9. **Age Limits**

Insurance under this Policy is subject to the age of **Your Horse**. **We** reserve the right to apply age limits to the Policy as a whole and/or to individual Sections of the Policy. **We** specify the age limits in **Your Certificate of Insurance**.

10. **Claim Notification**

You must:

- a) tell **Us** as soon as practicable if **Your Horse** suffers any **Illness** or **Injury** or **Accidental External Injury** or receives **Veterinary Treatment**;
- b) tell **Us** as soon as practicable about any other accident, loss, theft, damage or other event that could lead to a claim on **Your** Policy;
- c) immediately tell the police about any:
 - i) loss or damage by theft or any attempted theft;
 - ii) loss or damage by malicious person
- d) provide **Us** with, at **Your** expense:
 - i) a **Veterinary Surgeon's** report at the onset of any **Veterinary Treatment** and regular update reports where **Veterinary Treatment** continues beyond a period of 4 weeks;
 - ii) a report from a **Veterinary Surgeon** on the death of **Your Horse** confirming the cause of death (by post mortem examination if necessary);
 - iii) any other documents or proof as **We** may reasonably require for investigating or verifying any claim;
- e) 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 event for all Sections; or
 - ii) the further time period if **We** allow and it is confirmed in writing by **Us**.

11. **Salvage**

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. **You** must 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**. In the event of the death of **Your Horse** any amount received following the disposal of the body at **Your** expense and at the best monetary terms available will be deducted from any payment made by **Us**.

12. **Subrogation**
We may 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** require.
13. **Veterinary Advice**
We may appoint a **Veterinary Surgeon** to act as **Our Veterinary Consultant** to examine **Your Horse** on **Our** behalf and to advise on **Veterinary Treatment** and/or **Complementary Treatment** and the cost of **Veterinary Treatment** and/or **Complementary Treatment**.
- If **Our Veterinary Consultant** considers the **Veterinary Treatment** or **Complementary Treatment** received by **Your Horse** is excessive or not required compared to **Veterinary Treatment** or **Complementary Treatment** normally recommended by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** necessary to treat the **Accidental External Injury** or **Injury** or **Illness**.
- If the costs **You** are charged for **Veterinary Treatment** or **Complementary Treatment** are in the opinion of **Our Veterinary Consultant** excessive when compared to the cost of **Veterinary Treatment** or **Complementary Treatment** normally charged by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** usually charged by general or referral veterinary practices.
14. **Veterinary Records**
You agree that any **Vet** may release to **Us** any information **We** request about **Your Horse** and **You** will pay any charge made by the **Vet** for this.
15. **Other Insurances**
If at the time of any loss, damage or event there is or would but for the existence of **Your** Policy be any other insurance under which **You** are entitled to an indemnity, **We** will only pay **Our** proportion of the claim which is beyond that which would have been payable under such other insurance had **Your** Policy not been effected and subject always to the limits of indemnity specified herein.
16. **Arbitration**
a) If **We** appoint **Our Veterinary Consultant** 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;
b) 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 **You** and **Us** 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**.
17. **Identification**
You must supply **Us** with the passport for **Your Horse(s)** when **We** ask for it.
18. **Contracts (Rights of Third Parties) Act 1999**
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any amending and/or subsequent legislation 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

1. **Radioactive Contamination**

We will not pay any claim arising from:

- a) loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever resulting or arising from any consequential loss; or
- b) any legal liability of whatsoever nature; or
- 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**

We will not pay any claim arising from 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 air force; or
 - b) by military, naval or air forces; 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 more persons, whether known or unknown and whether or not agents of sovereign power, or for Terrorist purpose;
- 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;
- 6) the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

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.

Notwithstanding anything to the contrary contained herein this Policy 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**

We will not pay any claim arising from loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. **Consequential Loss**

We will not pay any claim arising from or relating to any consequential loss of any kind.

5. **Uninsured Use**

We will not pay any claim arising or resulting from any form of **Activity** not specified in the **Certificate of Insurance**.

6. **Unlawful Activity**

We will not pay any claim which arises from **You** acting unlawfully.

7. **Zoonotic Disease**

We will not pay any claim resulting from diseases transmitted from animals to humans.

8. **Veteran Plan**

Any **Horse** insured under the **Veteran Plan** is not insured for activities listed in Classes 4, 5(a) and 5(b) stated in the **Certificate of Insurance**.

SECTION 1 (A) DEATH OF THE HORSE - STANDARD

We will pay the **Sum Insured** of **Your Horse** (or **Market Value** if less), as a result of **Your Horse's**:

- a) death, arising from **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**;
- b) euthanasia, arising from **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS** providing **We** have given prior written consent;
- c) immediate euthanasia on humane grounds arising from **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**. 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** and occurring anywhere within the **GEOGRAPHICAL LIMITS**. 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.

Limit of Liability

We will not pay more than:

- a) the **Sum Insured** shown on the **Certificate of Insurance** for **Your Horse**; or
- b) the **Market Value** of **Your Horse**; whichever is less.

Extension to this Section

Providing **We** have agreed to pay a claim for the death of **Your Horse**, **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 **Your Horse**.

Exceptions to this Section

We will not pay for 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 unless **We** have given **Our** written consent and **You** have paid any additional **Premium We** charge for this cover;
 - iii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and **You** have paid any additional **Premium We** charge for this cover;
 - iv) unfitness or incapacity to fulfil the **Use** for which **Your Horse** is kept;
- b) any costs incurred for the destruction of **Your Horse** or disposal of its body;
- c) any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- d) any loss which results from an **Illness** contracted or which shows its first **Symptoms** in the first 14 days of the start of **Your Horse's** insurance cover;
- e) any loss which results from an **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- f) any loss which happens more than 12 months after the date the **Injury** was sustained or the **Illness** was contracted or showed its first **Symptoms**;
- g) **We** will not pay any claim until **We** receive **Your Horse's** passport and evidence of **Your** legal ownership of the **Horse**;
- h) malicious or wilful **Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care, custody or **Your Horse**.

SECTION 1 (B) DEATH OF THE HORSE - VETERAN PLAN

We will pay the **Sum Insured** of **Your Horse** (or **Market Value** if less), as a result of **Your Horse's**:

- a) death, arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**;
- b) euthanasia, arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**, providing **We** have given prior written consent;
- c) immediate euthanasia on humane grounds arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**. 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 necessary.

Limit of Liability

We will not pay more than:

- a) the **Sum Insured** shown on the **Certificate of Insurance** for **Your Horse**; or
- b) the **Market Value** of **Your Horse** whichever is less.

Extension to this Section

Providing **We** have agreed to pay a claim for the death of **Your Horse**, **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 **Your Horse**.

Exceptions to this Section

We will not pay for 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;
 - iii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and **You** have paid any additional **Premium We** charge for this cover;
 - iv) unfitness or incapacity to fulfil the **Use** for which **Your Horse** is kept;
- b) any costs incurred for the destruction of **Your Horse** or disposal of its body;
- c) any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Accidental External Injury** sustained during the **Period of Insurance**;
- d) any loss which results from an **Illness**;
- e) any loss which results from an **Accidental External Injury** sustained before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- f) any loss which happens more than 12 months after the date the **Accidental External Injury** was sustained;
- g) **We** will not pay any claim until **We** receive **Your Horse's** passport and evidence of **Your** legal ownership of the **Horse**;
- h) malicious or wilful **Accidental External Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care, custody or **Your Horse**.

SECTION 2 THEFT OR STRAYING

We will pay the **Sum Insured** of **Your Horse** (or **Market Value** if less) if **Your Horse** is stolen or **Strays** anywhere within the **GEOGRAPHICAL LIMITS** during the **Period of Insurance** and is not recovered within 30 days.

Limit of Liability

We will not pay more than:

- a) the **Sum Insured** shown on the **Certificate of Insurance** for **Your Horse**; or
 - b) the **Market Value** of **Your Horse**
- whichever is less.

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 **Your Horse**;
- b) Subject to **Our** prior written consent, **We** will also pay GBP150 towards the cost of advertising or reward or other expenditure for each theft or **Straying**.

Exceptions to this Section

We will not pay for:

- a) any loss purposefully caused by **You** or any member of **Your** household or any employee;
- b) any loss if **You** or any person looking after **Your Horse** has freely parted with it, even if tricked in to doing so;
- c) any reward to any member of **Your** household or any employee;
- d) any claim until **We** receive **Your Horse's** passport and evidence of **Your** legal ownership of the **Horse**.

Special Conditions applicable to this Section

- a) **You** must notify the police as soon as **You** become aware **Your Horse** has been stolen or **Strayed**;
- b) If **Your Horse** is found or recovered **You** must immediately repay to **Us** the amount **You** were paid by **Us** for **Your Horse's Sum Insured** or **Market Value**;
- c) **You** must take all reasonable precautions to ensure that the premises where **Your Horse** is kept are secure to prevent a loss;
- d) **You** must take all reasonable steps to recover **Your Horse** if it has **Strayed**.

If **You** do not keep to the above conditions, **We** will not pay any claim that would not have occurred had the above precautions been taken unless **You** show that **Your** non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

SECTION 3 PERMANENT INCAPACITY

We will pay the percentage stated in the **Certificate of Insurance** of the **Sum Insured** (or **Market Value** if less) of **Your Horse** if **Your Horse** sustains an **Injury** or contracts an **Illness** which shows its first **Symptoms**, anywhere within the **GEOGRAPHICAL LIMITS** during the **Period of Insurance**, which results in **Your Horse** being permanently incapable of fulfilling the **Use** for which it is kept and insured as noted in the **Certificate of Insurance**.

Extensions to this Section

- a) If treatment to **Your Horse** 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 **Injury**, or the date the **Illness** was contracted or showed its first **Symptoms**. This is providing the claim is notified to **Us** before the expiry or renewal date and the **Injury** or **Illness** 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 of **Your Horse**.

Exceptions to this Section

We will not pay for:

- a) permanent incapacity resulting from or arising out of:
 - i) castration unless **We** have given **Our** written consent and castration is necessary **Veterinary Treatment to Your Horse for Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
 - ii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and the surgical operation is necessary **Veterinary Treatment to Your Horse for Injury** sustained or **Illness** contracted or which shows its first **Symptoms** or contracted during the **Period of Insurance**;
- b) disfigurement following **Injury** or **Illness** which renders **Your Horse** unsuitable for showing because of its appearance;
- c) permanent incapacity arising from abnormalities of **Your Horse's** reproductive organs if kept and insured for breeding, other than those caused by **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- d) incapacity that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse's** incapacity is caused directly by **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- e) the **Excess** specified in the **Certificate of Insurance**;
- f) permanent incapacity which results from an **Illness** contracted or which shows its first **Symptoms** in the first 14 days of the start of **Your Horse's** insurance cover;
- g) permanent incapacity which results from an **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms** before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- h) permanent incapacity of any **Horse** insured on the **Veteran Plan** or any **Horse** aged 16 years or more at the start of the **Horse's** insurance cover. Permanent Incapacity cover will be automatically removed from the Policy at the renewal following **Your Horse's** 16th birthday;
- i) any amount if the permanent incapacity of **Your Horse** occurs more than 12 months after the date the **Injury** was sustained or the **Illness** was contracted or first showed its **Symptoms**;
- j) any amount if **You** have not arranged for all **Veterinary Treatment** considered reasonable by **Our Vet** to achieve recovery of **Your Horse**;
- k) prevention from showing as a result of rules prohibiting from showing **Horses** that have had a Hobday operation or other surgical operation for a respiratory disorder;
- l) incapacity from or connected with any **Activity, Use** or purpose **Your Horse** has never taken part in;
- m) incapacity from any activity, use or purpose not shown as covered in the **Certificate of Insurance**;

Special Conditions applicable to this Section

- a) The permanent incapacity must be the direct result of an **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**, the **Injury** or **Illness** must be the sole cause of the permanent incapacity and **You** must advise **Us** in accordance with General Condition 10 in this Policy Document;
- b) Both **Your Vet** and **Our Vet** must agree that the **Injury** sustained or **Illness** contracted by **Your Horse** is the sole cause of the permanent incapacity. Any disagreement between **Your Vet** and **Our Vet** over the permanent incapacity of **Your Horse** will be referred to an independent **Vet**. This **Vet** will be mutually agreed upon by **You** and **Us** and will act as an arbitrator. The fees for the independent **Vet** will be divided equally between **You** and **Us** and their decision is final and binding;
- c) If **We** pay a claim under this Section **We** will continue the Policy to expiry but from the date **We** accept the claim, **We** will reduce the **Sum Insured** of **Your Horse** to the residual value without return of **Premium**. **We** will not consider any claim for death of **Your Horse** from the **Injury** or **Illness** causing the permanent incapacity and will make no further payments for continuing **Veterinary Treatment** or **Complementary Treatment** to the **Injury** or **Illness** causing the permanent incapacity;
- d) Following acceptance of a claim under this Section, prior to settlement **You** will have **Your Horse** marked in accordance with **Our** requirements and provide **Us** with the appropriate certification showing that the marking has been carried out. This requirement will be waived if **You** decide to euthanise **Your Horse** on economic grounds but before **We** make any payment **You** must provide **Us** with a receipt confirming euthanasia from the person carrying out euthanasia;
- e) **We** will not pay any claim until **We** receive **Your Horse's** passport and evidence of **Your** legal ownership of the **Horse**.

SECTION 4 VETERINARY SURGEONS' FEES

We will pay the cost of **Veterinary Treatment** and/or **Complementary Treatment Your Horse** receives to treat **Accidental External Injury** or **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** anywhere within the **GEOGRAPHICAL LIMITS** up to the **Sum Insured** specified in the **Certificate of Insurance**.

For the purposes of this Section **We** will consider:

- a) lameness of more than one limb or;
 - b) a set of **Symptoms** reported at the same time or as one incident but subsequently diagnosed as separate conditions;
- as one single claim.

For the purposes of this Section **We** will regard:

- a) Any subsequent **Accidental External Injury** or **Injury** or **Illness** arising as a complication or consequence of the original set of **Symptoms** or;
 - b) arising as a consequence of **Veterinary Treatment** or **Complementary Treatment** to the original set of **Symptoms**;
- as part of the original claim and not assessed as a new or separate claim.

Limit of Indemnity

The most **We** will pay for any one claim is the **Sum Insured** specified for **Veterinary Treatment** in the **Certificate of Insurance**. The **Sum Insured** for **Complementary Treatment** is included within and is not additional to the **Sum Insured** for **Veterinary Treatment**.

For the avoidance of doubt any **Veterinary Treatment** costs that would not have been incurred but for **Complementary Treatment** shall be deemed part of that **Complementary Treatment** and subject to the **Sum Insured** for **Complementary Treatment** specified in the **Certificate of Insurance**.

The maximum **We** will pay for **Livery** or **Transport**, for which **We** have given **Our** prior consent in writing, is 50% of the cost to **You**.

Extension applicable to this Section

We will pay the cost of **Complementary Treatment Your Horse** receives to treat an **Accidental External Injury** or **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** up to the **Sum Insured** specified in the **Certificate of Insurance**.

Veteran Plan & Colic Extension

Where the appropriate section has been selected and the premium paid for the extension, **We** will pay a sum towards emergency colic surgery up to the amount specified in the **Certificate of Insurance**. The **Excess** applied is specified in the **Certificate of Insurance**.

Exceptions to this Section

We will not pay:

- a) the **Excess** or amount of **Co-insurance** specified in the **Certificate of Insurance** for each and every loss;
- b) any costs for **Veterinary Treatment** or **Complimentary Treatment** arising from referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence for which **We** have not given **Our** prior written consent;
- c) any costs for diagnosis by magnetic resonance imaging, scintigraphy, computerised (axial) tomography, thermography and myelography for which **We** have not given **Our** prior written consent;
- d) any costs for **Complementary Treatment** recommended by **Your Veterinary Surgeon**

- for which **We** have not given **Our** prior written consent;
- e) any costs resulting from or arising out of castration unless such costs were incurred for necessary **Veterinary Treatment** or **Complimentary Treatment** arising from **Injury** or **Illness**;
 - f) any costs arising from any surgical operation for which **We** have not given **Our** prior written consent unless in an emergency to save the life of **Your Horse**;
 - g) any costs for **Livery** and **Transport** for which **We** have not given **Our** prior written consent;
 - h) any costs for any **Veterinary Treatment** or **Complimentary Treatment** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from **Accidental External Injury**, **Injury** or **Illness**;
 - i) any costs of vaccination, any other preventative treatment and the removal of wolf teeth;
 - j) any cost associated with pregnancy or parturition unless certified by a **Veterinary Surgeon** as necessary to save the life of **Your Horse**;
 - k) any costs of **Veterinary Treatment** or **Complementary Treatment** resulting from **Illness** contracted or which shows its first **Symptoms** in the first 14 days of the start of **Your Horse's** insurance cover;
 - l) any costs of **Veterinary Treatment** or **Complementary Treatment** resulting from or arising from an **Accidental External Injury** or **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
 - m) any costs incurred for the destruction of **Your Horse** or the disposal of its body or any post mortem examination;
 - n) any costs associated with **Experimental, Non-Customary or Unproven Treatment** for which **We** have not given **Our** prior written consent;
 - o) any costs for **Veterinary Treatment** or **Complementary Treatment** **Your Horse** receives more than 12 months from the date the **Accidental External Injury** or **Injury** was sustained or the date the **Illness** was contracted or first showed its **Symptoms**;
 - p) any cost for medicines or other materials prescribed or supplied for use after 12 months from the date the **Accidental External Injury** or **Injury** was sustained or the date the **Illness** was contracted or first showed its **Symptoms**;
 - q) any costs for **Veterinary Treatment** or **Complementary Treatment** that **You** chose to have carried out to **Your Horse** that is not in the opinion of **Our Veterinary Surgeon** required to treat **Accidental External Injury**, **Injury** or **Illness** including any complications arising from such treatment;
 - r) the normal costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
 - s) any cost of stabling, grazing, feeding, exercise or any other change in the way **You** look after **Your Horse**, other than any costs **We** have agreed to while **Your Horse** is hospitalised;
 - t) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker and or treadmill regardless of **Your** personal circumstances;
 - u) the cost of any **Veterinary Treatment** or **Complementary Treatment** if a claim has not been submitted to **Us** within 12 months of the **Accidental External Injury** or **Injury** being sustained or the **Illness** being contracted or showing its first **Symptoms**;
 - v) the cost of any **Veterinary Treatment** or **Complementary Treatment** resulting from taking part in or training for **Use** not shown as covered on **Your Certificate of Insurance**;
 - w) any cost of buying or hiring equipment;
 - x) any administration charges, credit or late payment charges or any other costs that are not fees for **Veterinary Treatment** or **Complementary Treatment**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** or provider of **Complementary Treatment** including discount for early settlement whether or not payment is within the period specified;
 - y) A claim under this section cannot be combined with a claim for the same **Injury** or **Illness** made under Section 4 (A) **Emergency Life Saving Surgery**.

Special Conditions applicable to this Section

- a) **You** must advise **Us** when the **Veterinary Treatment** or **Complementary 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 **Veterinary Treatment** or **Complementary 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 **Complementary Treatment** recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to the start of treatment. If **You** fail to obtain this approval prior to the start of this **Complementary Treatment**, **We** will decline **Your** Claim;
- e) If **Veterinary Treatment** or **Complementary Treatment** to **Your Horse** 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 the **Accident External Injury** or **Injury** was sustained or the **Illness** being contracted or showing its first **Symptoms**, 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 **Complementary Treatment**, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of **Complementary Treatment**, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**.

Veteran Plan – Special Exceptions (in addition to the Exceptions to this Section and Special Conditions applicable to this Section above)

We will not pay for:

- a) any cost of **Veterinary Treatment** or **Complementary Treatment** unless to treat **Accidental External Injury**;
- b) any costs arising from or relating to strain of tendons and ligaments.

SECTION 4 (A) EMERGENCY LIFE SAVING SURGERY

We will pay the reasonable and customary fees of a **Veterinary Surgeon** incurred for **Emergency Life Saving Surgery** and **After-care** arising from **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS** up to the **Sum Insured** specified in the **Certificate of Insurance**.

Limit of Indemnity

The most We will pay for **Emergency Life Saving Surgery** is the **Sum Insured** specified in the **Certificate of Insurance**. The cover is for one incident of **Emergency Life Saving Surgery** only. The benefit is removed from the policy once a claim has been paid.

If We agree You may reinstate cover for **Emergency Life Saving Surgery** subject to payment of an additional **Premium** at the full annual rate.

The maximum We will pay for **After-care** is 50% of the cost of the **Emergency Life Saving Surgery** limited to not more than fifteen days from the time of the **Emergency Life Saving Surgery**. Any amount paid for **After-care** is included within and not additional to the **Sum Insured** specified for **Emergency Life Saving Surgery**.

Exceptions to this Section

We will not pay:

- a) The **Excess** specified in the **Certificate of Insurance**;
- b) Any costs resulting from or arising out of castration unless such costs were incurred for **Emergency Life Saving Surgery** arising from **Injury** or **Illness**;
- c) Any costs for **Livery** and **Transport**;
- d) Any costs for any **Emergency Life Saving Surgery** that results from a vice or behavioral problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from **Injury** or **Illness**;
- e) Any cost associated with pregnancy or parturition unless certified by a **Veterinary Surgeon** as necessary to save the life of **Your Horse**;
- f) Any costs of **Emergency Life Saving Surgery** resulting from **Illness** contracted or which shows its first **Symptoms** in the first 14 days of the start of **Your Horse's** insurance cover;
- g) Any costs of **Emergency Life Saving Surgery** resulting from or arising from an **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- h) Any costs incurred for the destruction of **Your Horse** or the disposal of its body or any post mortem examination;
- i) Any costs associated with **Experimental, Non-Customary** or **Unproven Treatment** for which We have not given Our prior written consent;
- j) Any cost of stabling, grazing, feeding, exercise or any other change in the way You look after **Your Horse**, other than **After-care**;
- k) The cost of any **Emergency Life Saving Surgery** if a claim has not been submitted to Us within 12 months of the **Injury** being sustained or the **Illness** being contracted or showing its first **Symptoms**;
- l) The cost of any **Emergency Life Saving Surgery** resulting from taking part in or training for **Use** not shown as covered on **Your Certificate of Insurance**;
- m) Any cost of buying or hiring equipment;
- n) Any administration charges, credit or late payment charges or any other costs that are not fees for **Emergency Life Saving Surgery**. We will deduct from any amount We pay any discount allowed by **Your Vet** including discount for early settlement

- o) whether or not payment is within the period specified;
- p) Any surgery that is not **Emergency Life Saving Surgery**;
- q) Any surgery not performed by a **Veterinary Surgeon** in a
 - 1) School of veterinary medicine or
 - 2) Surgical clinic or veterinary hospital;
- r) Any **Veterinary Treatment** unless it is given in conjunction to the **Emergency Life Saving Surgery** being claimed for;
- s) Any surgery not performed under a general anaesthetic;
- t) Any death benefits;
- u) Any **Horse** under 30 days or over 15 years of age in the **Period of Insurance**;
- v) any costs for **Emergency Life Saving Surgery** if **Your Horse** is insured on the **Veteran Plan** (see definition);
- w) any costs under this Section that are relating to a claim for an **Injury** or **Illness** made under Section 4 Veterinary Surgeon's Fees;
- x) any costs for **Emergency Life Saving Surgery** that is not performed immediately after the onset of the **Injury** or **Illness**. A claim for any such **Injury** or **Illness** will be considered under Section 4 Veterinary Surgeon's Fees.

Special Conditions applicable to this Section

- a) **You** will provide to **Us** within thirty days of the **Emergency Life Saving Surgery** being performed;
 - 1) A report signed by the treating **Veterinary Surgeon** describing the surgery performed and describing **Your Horse's** condition and
 - 2) Copies of all invoices for which **Your** claim is made;
- b) In the event that **Your Veterinary Surgeon** and **Our Veterinary Surgeon** do not agree as to whether the surgery performed was life-saving, the matter shall be referred to an independent **Veterinary Surgeon**, mutually agreed upon by **You** and **Us** who 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.

SECTION 5 SADDLERY AND TACK

In the event of theft of, accidental loss of or damage to **Saddlery and Tack** occurring anywhere within the **GEOGRAPHICAL LIMITS**, **We** will pay at **Our** discretion either:

- a) the costs to repair the damaged **Saddlery and Tack**, or
- b) the replacement value of the **Saddlery and Tack** that has been lost, stolen or destroyed for items purchased by **You** when new and which are less than 12 months old at the time of loss, or
- c) the **Market Value** of the **Saddlery and Tack** that has been lost, stolen or destroyed for used second hand items purchased by **You** or items purchased new by **You** which are 12 months old at the time of loss.

Limit of Liability

We will not pay more than the **Sum Insured** noted on the **Certificate of Insurance** for **Saddlery and Tack** during any one **Period of Insurance**.

Special Conditions applicable to this Section

- a) If **We** pay a claim under this Section of **Your** Policy **We** will immediately reduce the **Sum Insured** of **Your Saddlery and Tack** by the amount **We** have paid. If **We** agree **You** may reinstate cover for replacement **Saddlery and Tack** subject to payment of an additional **Premium** at the full annual rate;
- b) If **You** have not insured for its full value all the **Saddlery and Tack** **You** own for **Your Horse** **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have insured **Your Saddlery and Tack** for represents;
- c) **You** must notify the police as soon as **You** become aware **Your Saddlery and Tack** has been lost, stolen or deliberately damaged;
- d) If following loss or theft **Your Saddlery and Tack** is found **You** must immediately repay the full amount **We** have paid **You**.

Exceptions to this Section

We will not pay:

- 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) any amount arising from loss or damage in respect of wear and tear, depreciation, moth, vermin, mould, rust, or any process of cleaning, repairing, restoring, or renovation, or the action of light or atmospheric conditions or any other progressive cause;
- d) any amount for clothing and personal effects;
- e) any amount for **Horse** rugs and blankets, grooming equipment and clippers;
- f) any amount for loss or theft of **Saddlery and Tack** left unattended unless from:
 - i) a **Locked Building**; or
 - ii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- g) more than GBP500 for any individual item or set of harness unless such item or set of harness is specified in the **Certificate of Insurance** and for which **You** have formal proof of purchase showing make, model, type and the date of purchase;
- h) any amount for loss or theft of **Saddlery and Tack** until 30 days without recovery after the loss or theft was reported to **Us**;

- i) any amount for any loss or damage purposefully caused by **You** or any member of **Your** household or any employee;
- j) any amount if **Your Saddlery and Tack** is used by **You** or any other person or by a riding school for business or professional use except by **You** or **Your** immediate family as a pupil;
- k) any amount to have **Your Saddlery and Tack** adjusted to fit any horse;
- l) any amount in respect of unexplained disappearance or unexplained or inventory shortage.

SECTION 6 - NOT APPLICABLE

SECTION 7 PERSONAL ACCIDENT AND DENTAL TREATMENT

We will pay compensation, as set out in the Schedule of Benefits below, to **You** or any other person riding or driving **Your Horse** with **Your** permission, if **You** or the person sustains accidental bodily **Injury** during the **Period of Insurance** whilst:

- a) riding (including mounting or dismounting), lunging and leading **Your Horse**; or
- b) driving (including mounting or dismounting) **Your Horse Drawn Vehicle** drawn by **Your Horse**; or
- c) riding as a passenger (including mounting or dismounting) in **Your Horse Drawn Vehicle** drawn by **Your Horse**.

Schedule of Benefits

For Injury

- a) Death:
- b) Total and permanent disablement:
- 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:

Under a), b) or c) above for persons aged under 16 years or over 75 years:

- d) Dental treatment:

Compensation

The **Sum Insured** specified in the **Certificate of Insurance**.

The **Sum Insured** specified in the **Certificate of Insurance** being unable to carrying out any type of employment or occupation.

The **Sum Insured** specified in the **Certificate of Insurance**.

GBP 2,500.

The **Sum Insured** specified in the **Certificate of Insurance**.

Limit of Liability

The amount **We** will pay to any one person for one incident will not exceed the **Sum Insured** specified in the **Certificate of Insurance**.

Special Conditions applicable to this Section

- a) The **Injury** must be the sole cause of death, disablement or dental treatment.
- b) Immediate notice must be given to **Us** of any **Injury** to any person that will or may give rise to a claim under this Section of the Policy.
- c) **You** or any person riding (including mounting or dismounting), lunging, leading or driving **Your Horse** sustaining an **Injury** must as soon as possible arrange to receive qualified medical care.
- d) A riding hat meeting current British safety standards must have been worn at the time the **Injury** happened.
- e) **You** agree that **We** at **Our** expense may appoint a medical adviser to examine **You** or any injured person as often as necessary.
- f) **You** agree that in the case of the death of any person insured by this Section, a post mortem examination will be carried out if **We** request such examination at **Our** expense.

Exceptions to this Section

We will not pay for:

- a) death, disablement or dental treatment 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;
 - iii) by deliberate exposure to exceptional danger unless in an attempt to save human life;
- b) any consequence of:
 - i) pregnancy or childbirth;
 - ii) previous 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 except **Injury to You** or **Your** immediate family when receiving riding tuition as a pupil;
- d) any **Injury** caused by or resulting from, accidents occurring whilst **Your Horse** is engaged in racing of any kind;
- e) death, disablement or dental treatment occurring more than 12 months after the **Injury** happened;
- f) disablement until 12 months after the **Injury** happened.

SECTION 8 HORSE TRAILER

Theft, Accidental Loss or Damage

As a result of theft of, accidental loss of, destruction of or damage to **Your Horse Trailer** happening during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL**

LIMITS, **We** will pay at **Our** option either:

- a) the cost of repair to bring **Your Horse Trailer** back to the same condition it was in before it was damaged; or
- b) the **Market Value** (or **Sum Insured** if less) of **Your Horse Trailer** if the cost of repair is more than it was worth before it was stolen, lost or destroyed.

Extension to this Section

We will pay reasonable costs incurred for the protection and removal of **Your Horse Trailer** to the nearest repairers if, as a result of the accidental loss or damage, it is disabled and the subsequent cost of re-delivery to **You** after repair.

Exceptions to this Section

We will not pay:

- a) any loss or damage which is insured by any other insurance policy;
- b) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- c) any costs relating to depreciation, wear and tear, mechanical or electrical breakdown or damage to tyres by application of brakes or by punctures, cuts or bursts;
- d) any costs for accidental loss or damage arising where **Your Horse Trailer** is being used for any trade, business or profession or for hire or reward;
- e) any costs for 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;
- f) for loss of **Your Horse Trailer** by theft whilst left unattended, unless at the time of the loss it is fitted with a wheel clamp, or tow hitch lock or stolen from a building that is locked.

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

Special Conditions applicable to this Section

- a) **You** will immediately provide **Us** with two detailed estimates of the cost of any repair. **We** reserve the right to seek alternative estimates;
- b) If **You** have not insured **Your Horse Trailer** for its full value **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have insured **Your Horse Trailer** for represents;
- c) **You** must notify the police as soon as **You** become aware **Your Horse Trailer** has been lost, stolen or deliberately damaged;
- d) If following loss or theft **Your Horse Trailer** is found **You** must immediately repay the full amount **We** have paid **You**.

SECTION 9 HORSE DRAWN VEHICLES

Theft, Accidental Loss or Damage

As a result of theft of, accidental loss of, destruction of or damage to **Your Horse Drawn Vehicle** happening during the **Period of Insurance** and occurring anywhere within the **GEOGRAPHICAL LIMITS**, **We** will pay at **Our** option either:

- a) the cost of repair to bring **Your Horse Drawn Vehicle** back to the same condition it was in before it was damaged; or
- b) the **Market Value** (or **Sum Insured** if less) of **Your Horse Drawn Vehicle** if the cost of repair is more than it was worth before it was stolen, lost or destroyed.

Extension to this Section

We will pay the reasonable costs incurred for the protection and removal of **Your Horse Drawn Vehicle** to the nearest repairers if, as a result of the accidental loss or damage it is disabled and the subsequent cost of re-delivery to **You** after repair.

Exceptions to this Section

We will not pay:

- a) any loss or damage which is insured by any other insurance policy;
- b) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- c) any costs relating to depreciation, wear and tear, mechanical or electrical breakdown or damage to tyres by application of brakes or by punctures, cuts or bursts;
- d) any costs for accidental loss or damage arising where **Your Horse Drawn Vehicle** is being used for any trade, business or profession or for hire or reward or racing;
- e) any costs for 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;
- f) for loss of **Your Horse Drawn Vehicle** by theft whilst left unattended, unless at the time of the loss it was stolen from a building that is locked.

Special Conditions applicable to this Section

- a) **You** will immediately provide **Us** with two detailed estimates of the cost of any repair. **We** reserve the right to seek alternative estimates;
- b) If **You** have not insured **Your Horse Drawn Vehicle** for its full value **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have insured **Your Horse Drawn Vehicle** for represents;
- c) **You** must notify the police as soon as **You** become aware **Your Horse Drawn Vehicle** has been lost, stolen or deliberately damaged;
- d) If following loss or theft **Your Horse Drawn Vehicle** is found **You** must immediately repay the full amount **We** have paid **You**.

SECTION 10 DISPOSAL FEES

Where a claim has been accepted under Section (A) Death of the Horse – Standard or Section 1 (B) Death of the Horse – Veteran Plan of the policy we will reimburse the costs of disposal fees and euthanasia charges up to a maximum amount of GBP175.

Exception to this Section

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

FURTHER INFORMATION

Data Protection Act 1998

We may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **Your** personal details to third parties if it is necessary for the performance of **Your** contract with **Us**, where the law requires **Us** to, for the prevention of fraud or if required to do so by **Our** regulator.

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract **You** will signify **Your** consent to such information being processed by **Us** or **Our** agents.

We will keep **Your** information secure at all times. In certain circumstances, for example for systems administration purposes, **We** may have to transfer **Your** information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with **Your** insurance application, **We** will assume **You** are agreeable for **Us** to transfer **Your** information to a country outside the EEA.

Should **You** wish to receive a copy of the information **We** hold on **You**, please contact:

Galileo Underwriting LLP
71 Fenchurch Street
London
EC3M 4BS

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU
E-mail: enquiries@fscs.org.uk
Tel: 0800 678 1100 or 020 7741 4100
Fax: 020 7741 4101

Complaints Procedure

We are dedicated to providing **You** with a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about **Your** policy or the handing of a claim **You** should, in the first instance, contact South Essex Insurance Brokers Limited at South Essex House, North Road, South Ockendon, RM15 5BE.

In the event **You** remain dissatisfied you can refer the matter to Galileo LLP.

The contact details are Galileo Underwriting LLP, 71 Fenchurch Street, London, EC3M 4BS.

In the event **You** wish to pursue matters further **You** may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Helpline: 0800 023 4 567 or 0300 123 9 123
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk



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

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