

Sport Horse Policy

Call 01708 850000

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Sport Horse Policy

The insurance contract

This **policy** is arranged by South Essex Insurance Brokers Limited on **our** behalf.

In return for payment of the **premium** shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed to this contract of insurance, for any loss happening during the **policy period** as provided by the terms of this **policy**.

This document, the **schedule** and any related **endorsement** form **your policy**.

This **policy** sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully.

It is important that **you**:

- check that the information contained in the **schedule** is accurate
- take care when providing **us** with information that **we** rely on to accept coverage or set the terms of this **policy**
- comply with all **your** duties and obligations under the **policy**
- take all the action required in the event **your horse** is sick, injured or a claim occurs

Failure to comply with the above could adversely affect **your** insurance and any claim **you** make.

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Definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, or any extra definitions, will be endorsed to the **policy**.

Agreed Value

The value of each insured **horse** specified in the **schedule** which has been accepted and agreed by **us** prior to the start of the **policy period**.

Alternative Treatment

Means any of various systems of healing or treating an illness or disease which falls outside the realms of conventional veterinary medicine including but not limited to: Physiotherapy, Ultra sound, Faradism, Infra-red, Magneto pulse, Laser treatment, Back manipulation, Corrective farriery, Osteopathy, Chiropractor, Nutraceutical, Alternative medicine, Herbalist, Homeopathy, Acupuncture, Mesotherapy.

Certificate of Death Report

Means the examination of the **horse** after its death and the preparation of a written report, which does not require a full **post-mortem** examination, made by a **veterinarian** establishing the identity, the cause of death or the reason for the **humane destruction** of the **horse**.

Claiming race

Any claiming, selling, auction, combination or other type of race in which the ownership interest of the **horse** can change.

Colic

A clinical manifestation of abdominal pain.

Excess

The monetary amount for which **you** are responsible as the first part of each agreed claim.

Endorsement

A change in the terms and conditions of this **policy** agreed by **you** and **us**. Endorsements which apply to **your policy** (if any) will be shown in the **schedule**.

Horse

Whole or part interest of the insured horse or horses specified in the **schedule**.

Humane destruction

- (a) means that the **horse** incurs an injury or is afflicted with an excessively painful disease, and a **veterinarian** appointed by **us** shall first have given a certificate that the suffering of the **horse** is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- (b) means that the **horse** incurs an injury and a **veterinarian** appointed by **you** shall first have given a certificate that the suffering of the **horse** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **veterinarian** by **us**.

Impotent

The failure of the **stallion** to achieve intromission

Infertile

Sterile

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 **saddlery and tack** of the same age, type and condition as **your saddlery and tack** immediately before the loss, theft or damage,

Medication

Means any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.

Policy

The contract of insurance between **you** and **us**.

Policy period

The period **you** are covered for as shown in **your schedule**

Post-mortem

A post-mortem report, which shall include a necropsy examination, made by a **veterinarian** including, but not limited to establishing the identity, the cause of death or the reason for the **humane destruction** of the **horse**.

Pre-Existing Condition(s)

- (a) any injury or accidental external injury sustained or illness contracted or which shows its first symptoms before the start of the **policy period**; 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 **policy period** 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 of the **policy period** no matter where the injury, accidental external injury, illness or symptoms were noticed or happened in, or on, **your horse**.

Premium

The amount **you** must pay **us** for this insurance as shown in **your policy schedule** and any **endorsements** that attach to the **policy**.

Saddlery and Tack

Saddles, bridles, harnesses and other riding tack, lunging equipment normally used on **your horse**

Schedule

A document which includes **your** details and specifies the cover provided by **your policy** and any **endorsements** applying to **your policy**, as well as details of the insured **horses** and your **saddlery and tack** as applicable.

Serving mares

Achieving intromission, whether with a live mare or an artificial vagina.

Stallion

Whole or part interest of the **horse** or **horses** specified in the **schedule** which are used for breeding and listed as stallions in the **schedule**

Terrorism

Means an act, including using or threatening to use force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Veterinarian

A veterinary surgeon experienced in equine practice with a currently valid licence, issued by the appropriate governing agency, allowing him to practise veterinary medicine.

Wobbler syndrome

Means the **horse** is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

We, Us, Our

Markel International Insurance Company Limited (MIICL)

You, Your

The person(s), partnership, corporation or organization named as the insured policyholder in the **schedule**.

Your broker

The insurance broker or intermediary who arranged this policy on your behalf.

Insuring agreement

You agree:

- (a) to adhere to all of the terms and conditions of this **policy**;
- (b) that **you** are the sole owner of the **horse** unless **you** have informed **us** otherwise and recognition of **your** partial ownership is indicated on the **schedule**;
- (c) to take all reasonable steps to avoid or minimise a loss under this **policy**;
- (d) that the **horse** is in sound health and free from any sickness, disease, lameness, injury or physical disability of any kind at the start of the **policy period**, unless **you** have completely and accurately disclosed this prior to the start of the **policy period** and **we** have accepted full coverage under this **policy**;
- (e) to provide **us** with a veterinary certificate or health statement proving that the **horse** is in sound health as detailed in (d) above;
- (f) that the requirement noted in (d) and (e) above is also a requirement when a **horse** is increased in value or added to this **policy** or in the event of any coverage extension or **endorsement**.
- (g) that if **you** do not provide **us** with the required documents for (d) and (e) and the **horse** is sick or injured or a claim occurs then the onus is on **you** to prove to **us** that the **horse** was in sound health at the start of the **policy**.

Information you have given us

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this **policy** and setting its terms and **premium** **we** may:

- (a) treat this **policy** as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

- (b) amend the terms of **your policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your carelessness**;
- (c) charge **you** more **premium** for **your policy** or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- (d) cancel **your policy** in accordance with the "Cancelling this policy" section.

We or **your broker** will write to **you** if **we**:

- (a) intend to treat this **policy** as if it never existed; or
- (b) need to amend the terms of **your policy**; or
- (c) require **you** to pay more **premium** for **your policy**.

Notifying us of any changes

You must notify **us** or **your broker** as soon as possible if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **policy period**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional **premium** or **us** amending the terms of **your policy**.

Cancelling this policy

You can cancel this **policy** at any time by notifying **us** or **your broker**.

We can cancel this **policy** by giving **you** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- (a) Non-payment of **premium**
- (b) A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- (c) Non-cooperation or failure to supply any information or documentation **we** request
- (d) Threatening or abusive behaviour or the use of threatening or abusive language when dealing with **us** or **your broker**.

Refund of premium

This **policy** has a cooling off period of fourteen (14) days from either:

- (a) the date **you** receive this **policy**; or
- (b) the start of the **policy period** whichever is the later.

If **you** cancel this **policy** within the cooling off period, **we** will refund **your premium** provided no claim has been made.

If this **policy** is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**. Any additional **premium** due to **us** during the **policy period** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse**, whether by settlement, compromise or otherwise, no return of **premium** will be allowed.

Cancellation of the **policy** by **us** does not affect the treatment of any claim arising under the **policy** in the period before cancellation.

Limit of liability

The limit of liability shown in the **schedule** is the **agreed value** of each **horse**, which has been accepted by **us** prior to the start of the **policy period**, and is the maximum amount that **we** will pay for the insured **horse** in the event of a payable loss.

It is **your** duty to ensure that the **agreed value** continues to reflect the true value of the **horse** during the **policy period**.

Unless otherwise endorsed or agreed onto the **policy**:

- (a) the **agreed value** will automatically be reduced to the lowest sum for which the **horse** could have been claimed or sold in any **claiming race** in which it was entered or raced during the **policy period**;
- (b) if the **horse** has not met its reserve price at a public auction the **agreed value** will automatically be reduced to the highest amount bid for **your** proportionate interest in the **horse**, if less than the limit of liability shown in the **schedule**;

- (c) if **you** have the **horse** appraised at a lower value the **agreed value** must be reduced to this amount
- (d) the **agreed value** of the **horse** must be reappraised if the **horse** is castrated at any point during the **policy period**

In the event that the **agreed value** specified in the **schedule** is reduced under one of the above conditions, **you** will be entitled to a return of **premium** on the amount by which the **agreed value** has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this **policy** as stated in the **schedule**, providing **you** have not made a claim.

The limit of liability shown in the **schedule** for Sections D to H is the maximum amount **we** will pay per **horse** per **policy period** and is in addition to the **agreed value** for each **horse**.

The limit of liability shown in the **schedule** for Section L is the maximum amount **we** will pay for **saddlery and tack** during any one **policy period**.

What to do when your horse is sick or injured or a claim occurs

In the event of any potential claim situation **you** must contact **us**, **your** nominated claims adjuster or **your broker** as soon as possible.

In the case of any illness, disease, lameness, injury, accident or physical disability of your horse, you must:

- as soon as possible, and at **your** own expense, employ a **veterinarian** to treat the **horse**; and
- if **you** have any coverage for veterinary fees **you** should keep any original bills, receipts or invoices **you** are asked to pay and submit them to **us** for consideration; and
- report the situation as soon as possible to **us** or **your broker**, who may appoint a **veterinarian** on **our** behalf, if deemed necessary; and
- if necessary, allow **us** to assume control over the treatment of the **horse**, at **our** expense, and allow the **horse** to be removed for such treatment.

In the case of death or humane destruction of your horse, you must:

- report the situation as soon as possible to **us** or **your broker**; and
- preserve all physical evidence relating to the death or **humane destruction**; and
- as soon as possible, and at **your** own expense, arrange for a **veterinarian** to produce a **certificate of death report** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary).
- **We** may require a full **post-mortem** examination to be performed on the **horse**. However, the cost of the **post-mortem** will be met by **us** (under Section E of the **policy**). In the event that the attending **veterinarian** is not able to categorically determine the cause of death a full **post-mortem**, or a **post-mortem** of the region of interest will always be required; and
- after receiving permission from **us**, dispose of the remains of the **horse**; and
- provide **us**, within sixty (60) days of receipt, **your** signed and completed claim form, which **we** will supply upon notification of the death or **humane destruction** of the **horse**; and

- provide **us** with copies of all invoices relating to the **post mortem** and disposal costs of the **horse** for **our** consideration of costs under Section E of the **policy**.

In the case of theft or unlawful removal of your horse, you must:

- report any theft or disappearance of the **horse** as soon as possible to **us** or **your broker**, and to the local Police and strictly follow their recommendations; and
- if the **horse** has not been recovered within ninety (90) days of the theft or unlawful removal being reported to **us**, then
- **we** will supply **you** with a claim form which must be completed, signed and returned within sixty (60) days of receipt.
- in the event of a settlement by **us** of a claim under this section, then undisputed ownership of **your** interest in the **horse** as shown on the **schedule** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other **endorsements** to the **policy** in respect of the **horse** is automatically terminated.

In the case of your horse exhibiting wobbler syndrome, you must:

- as soon as possible, and at **your** own expense, employ a **veterinarian** to treat the **horse**; and
- report the situation as soon as possible to **us** or **your broker**; and
- if the **horse** is suffering with **wobbler syndrome**, which is graded at level 3 or above by a **veterinarian**, **you** must obtain and provide **us** with radiographic and/or myelographic evidence showing that the condition is chronic in nature and progressive and of a minimum level of grade 3; and
- **we** will then appoint a **veterinarian** to review the evidence that the **horse's** condition meets the criteria for a claim under the **wobbler** section, if they are in dispute about whether the **horse's** condition meets these criteria then a third **veterinarian** will be appointed (please refer to specific conditions under **policy** Section C); and
- file with **us**, within sixty (60) days of receipt, **your** signed and completed claim form, which **we** will supply upon notification of any claim; and
- in the event of a settlement by **us** of a claim under this section, then undisputed ownership of **your** interest in the **horse** as shown on the **schedule** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other **endorsements** to the **policy** in respect of the **horse** is automatically terminated.

In the case of your horse being unable to be transported due to any event covered under Section D of this policy, you must:

- report the situation as soon as possible to **us** or **your broker**; and
- provide **us** with copies of all Police, fire service, weather or mechanical reports to substantiate **your** claim; and
- obtain and provide **us** with copies of all invoices relating to the claim.

If you have coverage for emergency colic or lifesaving surgery costs, as provided under Sections F and G of this policy, then in the case of surgery being performed on your horse you must:

- report the situation as soon as possible to **us** or **your broker**; and
- obtain and provide **us** with copies of all invoices relating to the claim, within thirty (30) days of the surgery being performed; and
- obtain and provide **us** with a report, signed by the operating veterinarian, describing the nature of the **horse's** condition and the surgical procedures performed; and
- file with **us**, within sixty (60) days of receipt, **your** signed and completed claim form, which **we** will supply upon notification of any claim.

In the case of your stallion manifesting or exhibiting any signs, symptoms or indications of being impotent, infertile or incapable of serving mares and you have elected to take cover under Section I, you must:

- as soon as possible, and at **your** own expense, employ a **veterinarian** to treat the **stallion**; and
- report the situation as soon as possible to **us** or **your broker**, who may appoint a **veterinarian** on **our** behalf, if deemed necessary; and
- if necessary, allow **us** to assume control over the treatment of the **stallion**, at **our** expense, and allow the **stallion** to be removed for such treatment; and
- do all that is reasonable and customary to allow a determination of whether the **stallion** will become totally and permanently **impotent, infertile** or incapable of **serving mares**
- file with **us**, within sixty (60) days of receipt, **your** signed and completed claim form, which **we** will supply upon notification of a potential claim under this section.

- in the event of a settlement by **us** of a claim under this section, then undisputed ownership of **your** interest in the **stallion** as shown in the **schedule** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other **endorsements** to the **policy** in respect of the **stallion** is automatically terminated.

In the case of your horse suffering an accident, sickness or disease which may render the horse permanently incapable of fulfilling its intended use, and you have elected to take cover under Sections J or K of this policy, you must:

- as soon as possible, and at **your** own expense, employ a **veterinarian** to treat the **horse**; and
- report the situation as soon as possible to **us** or **your broker**, who may appoint a **veterinarian** on **our** behalf, if deemed necessary; and
- if necessary, allow **us** to assume control over the treatment of the **horse**, at **our** expense, and allow the **horse** to be removed for such treatment, this may include having the **horse** assessed from a rider's perspective at an agreed professional yard to determine the significance of the condition; and
- **we** will then appoint a **veterinarian** to review the evidence that the **horse's** condition meets the criteria for a claim under Section J or K of the **policy**, if they are in dispute about whether the **horse's** condition meets the criteria then a third **veterinarian** will be appointed (please refer to specific conditions under Section J or K of the **policy**); and
- file with **us**, within sixty (60) days of receipt, **your** signed and completed claim form, which **we** will supply upon notification of any claim; and
- in the event of a settlement by **us** of a claim under these sections, then undisputed ownership of **your** interest in the **horse** as shown in the **schedule** will transfer to **us**, unless agreed otherwise by **us** and **you**, and all other insurance provided under the **policy** and provided under any other **endorsements** to the **policy** in respect of the **horse** is automatically terminated.

You also have a duty to co-operate with any claim investigation and adjustment of any claim or potential claim, why may include:

- (a) providing as soon as possible upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, **your veterinarian** or the person having care, custody or control of the **horse**, if required by **us** or **our** representatives; and
- (b) providing as soon as possible upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or

otherwise of the **horse** which **we** or **our** representatives may reasonably require; and

- (c) otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **we** or **our** representatives have had an opportunity of inspection.

If you fail to comply with any of the above duties, we may not pay your claim.

Section A – Death or Humane Destruction

You are automatically covered by this section

What is covered

We will pay **you** up to the **agreed value** specified in the **schedule** in the event of the death or **humane destruction** of **your horse** during the **policy period** for any reason other than one which is specifically not covered or excluded.

What is not covered

We do not cover any **pre-existing conditions**, unless they have been completely and accurately disclosed and accepted by **us** prior to the start of the **policy period**. However, if **we** do accept coverage for a **pre-existing condition** **we** may charge an additional **premium** either for the higher risk associated with the condition or for any surgical operations that are required to correct the condition during the **policy period**.

We do not cover intentional slaughter of the **horse** as a result of any outbreak or suspected outbreak of a disease, which results in a government or public or local authority requiring destruction of the **horse** to halt the spread of the disease.

We do not cover any intentional slaughter of the **horse** unless:-

- (a) **We** have expressly agreed to the intentional slaughter of the **horse**; or
- (b) in the case of **humane destruction**; or
- (c) when ordered by the responsible authority onboard an aircraft for the safety of the aircraft, its passengers or crew

We do not cover any loss of use or depreciation in value of the **horse** unless specifically agreed under Sections I, J or K and endorsed onto this **policy**

We do not cover death or **humane destruction** caused by, happening through, in consequence of or contributed to by one or more of the following:

- (a) any surgical operation unless conducted by a **veterinarian**; or
- (b) the giving of any **medication** unless by a **veterinarian** (or experienced personnel directed by him/her) and certified by that **veterinarian** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **policy period**; or

- (c) malicious or wilful injury or criminal or intentional acts or omissions by **you** or your **veterinarian**; or
- (d) failure by **you** to provide proper care and attention for the **horse** at all times;
or
- (e) the use of the **horse** for any purpose other than that specified in the **schedule**.

Section B – Theft

You are automatically covered by this section

What is covered

We will pay **you** up to the **agreed value** specified in the **schedule** in the event of the theft of **your horse**, or death or **humane destruction** which directly results from the theft of **your horse** during the **policy period**.

What is not covered

We do not cover any loss arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of you, being induced by fraud, trickery or similar false pretences.

We do not cover any embryos or prospective foals for theft unless such embryo or prospective foal is separately insured under this **policy** and specified in the **schedule**.

We will not cover theft under this **policy** if prior to the start of the **policy period** there has been any theft or attempted theft of **your horse**, or threat against **you** or **your horse** whether insured under this **policy**, insured elsewhere or uninsured. However, **we** will not apply this exclusion if the theft or attempted theft has been disclosed to **us** before the start of the **policy period** and cover has been accepted by **us**.

We will not pay a loss under this section unless **you** report the theft of the **horse** to **us** and to the local Police as soon as possible and strictly follow their recommendations.

We will not pay a loss under this section if **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **you** do then **we** will be released from all liability under this **policy**.

Specific conditions

No liability arises under this **policy** for loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period. In the event of any payment under this policy **we** reserve the right to take title and possession of the **horse** if the **horse** is subsequently recovered.

In the event of settlement by **us** of a claim under this section all other insurance provided under the **policy** and provided under any other endorsements to the **policy** in respect of the **horse** is automatically terminated.

Section C – Wobbler Coverage

You are automatically covered by this section

What is covered

We will pay **you** up to the **agreed value** specified in the **schedule** in the event of **your horse** being diagnosed during the **policy period** as suffering from the condition known as **wobbler syndrome** of a minimum level of Grade 3, as defined below, which is deemed to be chronic and progressive in nature.

Grade Levels Definition

- 0 = Neurologically normal.
- 1 = Neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.
- 2 = Neurological defects readily seen at walk.
- 3 = Neurologically worse defects and a **horse** may stumble or fall with manipulation.
- 4 = **horse** may fall at normal gaits.
- 5 = Recumbent.

What is not covered

We will not cover a **horse** unless the diagnosis of **wobbler syndrome** is supported by an up to date negative test for Equine Protozoal Myelitis and radiographic and/or myelographic evidence where deemed necessary confirming **wobbler syndrome** and that this is deemed by both **our veterinarian** and **your veterinarian** to be chronic in nature and progressive and of a minimum level of Grade 3 as stated above.

Specific conditions

In the event of any uncertainty or dispute between **our veterinarian** and **your veterinarian** as to whether the **wobbler syndrome** condition confirmed by radiographic and/or myelographic evidence is chronic in nature and progressive and of a minimum level of Grade 3 as stated above, then a third **veterinarian** mutually agreed upon by the two appointed **veterinarians** shall render an independent opinion which will be final and binding upon **you** and **us**. The fees of the appointed **veterinarian** shall be paid by the party making the appointment and the fee of the mutually agreed **veterinarian** shall be apportioned equally between **you** and **us**.

In the event of a settlement by **us** of a claim under this section, then undisputed ownership of **your** interest in the **horse** as shown in the **schedule** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other **endorsements** to the **policy** in respect of the **horse** is automatically terminated.

Section D – Repatriation Costs

You are automatically covered by this section

What is covered

This section only applies to **horses** whilst in road transit. Coverage is provided in the event that the transport of **your horse** is rendered impossible due to a covered event.

We will pay **you** for the reasonable and customary fees incurred by **you** to accommodate the transported **horse** or proceed with returning the **horse** to its usual location, in the event of:

- (a) Theft or attempted theft of the transporting vehicle,
- (b) Fire involving the transporting vehicle,
- (c) Damage due to accident (collision with another vehicle, fixed or moving object or, spillage or upturning of the vehicle) involving the transporting vehicle,
- (d) Natural disasters (such as wildfire, volcanic eruption, earthquake and extreme weather events)
- (e) Damage to the transporting vehicle caused by the **horse**,
- (f) Mechanical breakdown of the transporting vehicle.

However **we** will not pay **you** more than the limit of liability applicable to this section of the **policy**, as specified in the **schedule**, per **horse** during the **policy period**.

What is not covered

- (a) For towing vehicles or tractors over 13 years old **we** will not cover peril (f) noted above
- (b) Any form of assistance services (such as the AA or equivalent road side assistance company)
- (c) Any loss involving vehicles driven by unlicensed drivers.

Section E – Post Mortem and Disposal Costs

You are automatically covered by this section

What is covered

We will pay **you**, in addition to the **agreed value** specified in the **schedule**, for the reasonable and customary fees incurred by **you** in the event of the death of **your horse** due to an event covered by this **policy** for **post mortem** and disposal costs, limited to the following:-

- (a) The **post mortem** report carried out by a **veterinarian**,
- (b) The transport of the carcass to the autopsy,
- (c) The autopsy,
- (d) The disposal of the carcass.

However **we** will not pay **you** more than the limit of liability applicable to this section of the **policy**, as specified in the **schedule**, per **horse** during the **policy period**.

What is not covered

- (a) Any veterinary expenses incurred whilst treating the **horse**
- (b) Any expenses relating to **humane destruction** of the **horse**

Section F – Emergency Colic Surgery Costs

You are automatically covered by this section

What is covered

We will pay **you** for the reasonable and customary fees incurred by **you** in the event of **your horse** being diagnosed as suffering from **colic** by a **veterinarian** and requiring emergency surgery, including:-

- (a) surgical procedures performed upon a **horse** by a **veterinarian** and certified by him to have been necessitated solely by **colic** and to have been carried out in an emergency attempt to save the **horse's** life,
- (b) after-care while the **horse** is kept at the veterinary hospital where the surgical procedure was performed, but limited to no more than fifteen (15) days from the time of the time surgical procedure after diagnosis of **colic**,
- (c) transit to and from the veterinary hospital in connection with (a) above,

However **we** will not pay **you** more than the limit of liability applicable to this section of the **policy**, as specified in the **schedule**, for (a), (b) and (c) combined per **horse** during the **policy period**.

What is not covered

- (a) surgical procedures unless performed by a **veterinarian** in a duly recognised Equine Veterinary Hospital;
- (b) **Pre-existing conditions**
- (c) any examination, medical treatment or medication unless given in conjunction with the surgical procedures for which a claim is made;
- (d) surgical procedures not performed under general anaesthesia;
- (e) **post mortem** procedures, fees or costs incurred in connection with this surgery.

Where the limit of liability for the insured **horse** does not represent a 100% interest, emergency colic surgery costs are limited to that applicable for the percentage interest shown in the **schedule**. The **excess** remains that as agreed in the **schedule** for each and every separate incident.

Section G – Life Saving Surgery Costs

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium** and coverage is indicated as covered in the **schedule**.

What is covered

We will pay **you** for the reasonable and customary fees incurred by **you** in the event of **your horse** being diagnosed as suffering from a condition that indicates the need for emergency surgery by a **veterinarian**, including:-

- (a) surgical procedures performed upon a **horse** by a **veterinarian** and certified by him to have been necessitated solely in an emergency attempt to save the **horse's** life,
- (b) after-care while the **horse** is kept at the veterinary hospital where the surgical procedure was performed, but limited to no more than fifteen (15) days from the time of the first surgical procedure after diagnosis of the life threatening condition,
- (c) transit to and from the veterinary hospital in connection with (a) above,

However **we** will not pay **you** more than the limit of liability applicable to this section of the **policy**, as specified in the **schedule**, for (a), (b) and (c) combined per **horse** during the **policy period**.

What is not covered

- (a) surgical procedures unless performed by a **veterinarian** in a duly recognised Equine Veterinary Hospital;
- (b) **Pre-existing conditions**
- (c) any examination, medical treatment or medication unless given in conjunction with the surgical procedures for which a claim is made;
- (d) surgical procedures not performed under general anaesthesia;
- (e) any voluntary surgery including but not limited to castration, caslick operations, bone chips and cosmetic surgery.
- (f) **post mortem** procedures, fees or costs incurred in connection with this surgery.
- (g) any **horse** under ninety (90) days of age.

Where the limit of liability for the insured **horse** does not represent a 100% interest, lifesaving surgery costs are limited to that applicable for the percentage interest shown in the **schedule**. The **excess** remains that as agreed in the **schedule** for each and every separate incident.

Section H – Veterinary Fees

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium** and coverage is indicated as covered in the **schedule**.

What is covered

We will pay **you** for the reasonable and customary veterinary fees incurred by **you** for treatment of **your horse** during the **policy period**, due to an illness, disease, lameness, injury or accident that first occurs during the **policy period**.

We will not pay **you** more than the limit of liability applicable to this section of the **policy**, as specified in the **schedule**, per **horse** during the **policy period**.

We will also deduct the **excess** that applies to this section of the **policy**, as specified in the **schedule**, from each and every separate claim incident occurring during the **policy period**.

What is not covered

- (a) Any treatment normally associated with the maintenance of a healthy **horse**.
- (b) The veterinary treatment for an illness contracted during the first thirty (30) days from the start of the **policy period**, or the thirty (30) days after the date of addition of the veterinary fees coverage to the **policy**. This exclusion doesn't apply in the event of an accident or colic surgery.
- (c) Any **horse** less than six (6) months or more than seventeen (17) years old.
- (d) Any **horse** used for racing, or the injuries occurring when breaking in or training for racing.
- (e) **Alternative treatments** and feed supplements.
- (f) The costs for transporting the **horse** to or from the veterinary facilities.
- (g) Veterinary treatment unless performed by a **veterinarian**.
- (h) Livery, including the proportion of bills for hospitalisation following surgery which relates to livery.
- (i) Euthanasia or **post mortem** costs or costs relating to disposal of the carcass.
- (j) Non-medical charges including but not limited to post and packaging, completion of claim form, reports or veterinary certificates.

- (k) Behavioural problems or vices unless established and certified by the **veterinarian** to have been caused by the direct result of an accident, injury, illness, or disease contracted during the **policy period**.
- (l) Any dental procedure not determined to be medically necessary due to an accident, injury, illness, or disease.
- (m) Any farrier services including related consulting expense, corrective shoeing and therapeutic shoeing, whether or not medically necessitated or prescribed by a **veterinarian**.
- (n) Routine costs for pregnancy and/or foaling, except for complications arising out of pregnancy or foaling.
- (o) Castration, unless post-surgical complications arise.
- (p) Any elective or voluntary medical treatment, including but not limited to castration, Caslicks surgery, EIPH or Laryngeal Hemiplegia or any related or subsequently related treatment; cosmetic surgery or any related or subsequently related treatment; any preventative, elective, performance enhancing or voluntary medical treatment.
- (q) Any congenital birth defect including but not limited to umbilical or scrotal hernia, undescended testicles, cryptorchidism, contracted tendons, club foot, etc., whether or not evident at the start of the **policy period**.
- (r) Any costs incurred for post-operative treatment in the clinic more than ten (10) days after surgery (or thirty (30) days in the case of Orthopaedic Surgery).
- (s) Vaccinations or inoculations.
- (t) Any surgery cost relating the removal or treatment of bone chips or Osteochondritis Dissecans.
- (u) Any claim arising out of a **pre-existing condition**.
- (v) Any costs incurred more than twelve (12) months after the date of the injury or date of onset of the illness.
- (w) Any claim not advised to **us** within the **policy period**.

Where the limit of liability for the insured **horse** does not represent a 100% interest, veterinary fees are limited to that applicable for the percentage interest shown in the **schedule**. The **excess** remains that as agreed in the **schedule** for each and every separate incident.

Section I – Stallion Permanent Disability

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium** and coverage is indicated as covered in the **schedule**.

What is covered

We will pay **you** up to the **agreed value** specified in the **schedule**, in the event of **your stallion** becoming, during the **policy period**, totally and permanently:

- (a) **impotent**,
- (b) **infertile** or
- (c) incapable of **serving mares**

as a result of an accident, injury, illness or disease, that is first occurring and first manifesting itself and reported to **us** during the **policy period**.

What is not covered

We do not cover death, theft or **humane destruction** of the **stallion** under this section.

We do not cover sub-fertility of the **stallion** or temporary infertility of the **stallion** under this section.

Specific conditions in the event of a claim

In the event of any uncertainty or dispute between our **veterinarian** and **your veterinarian** as to whether such accident, injury, illness or disease, has caused the **stallion** to be totally and permanently **impotent, infertile** or incapable of **serving mares**, if **you** and **we** agree, then a third **veterinarian** mutually agreed upon by the two appointed **veterinarians** shall render an independent opinion which will be final and binding upon **you** and **us**. The fees of the appointed **veterinarian** shall be paid by the party making the appointment and the fee of the mutually agreed **veterinarian** shall be apportioned equally between **you** and **us**.

In the event of any payment under this policy **we** reserve the right to take title and possession of the **stallion**, however:

- (a) In the event of a claim for 100% interest in the **stallion**, **we** have the right to take undisputed ownership of the **stallion**. Failure or inability to deliver undisputed ownership of the **stallion** live to us as salvage will void this section of the **policy** and **we** will not pay any related claim.
- (b) In the event of a claim for less than 100% of each and every one of the shares in the **stallion**, or for less than 100% ownership interest in the **stallion** if not syndicated, **we** have the right to take undisputed title to and possession of any interest in the **stallion** for which claims have been made. Payment of a claim under this section of the **policy** entitles **us** to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the **stallion** for which claims have been made will void this section of the **policy** and **we** will not pay any related claim.
- (c) In the event of settlement by **us** of a claim under this section all other insurance provided under the **policy** and provided under any other endorsements to the **policy** in respect of the **horse** is automatically terminated

Section J – Permanent Loss of Use

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium**, provided **us** with the required veterinary documents which **we** have agreed and coverage is indicated as covered in the **schedule**.

What is covered

We will pay **you** up to but not exceeding seventy five per cent (75%) of the **agreed value** specified in the **schedule** if, during the **policy period** and in the opinion of **your** and **our veterinarian**, **your horse** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **schedule** and such incapacity justifies the destruction of the **horse** for economic reasons.

The permanent incapacity referred to above must result from an accident, injury, illness or disease first occurring and first manifesting itself during the **policy period**, and **you** must as soon as possible, and in any event before the expiration of this **policy**, provide **us** with written notice of the accident, injury, illness or disease.

What is not covered

We will not cover any **horse** that is being reared, trained or used for racing under this section of the **policy**.

We will not make any payment for any loss:

- (a) as a result of blemishing;
- (b) due to the inability of the **horse** to breed;
- (c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- (d) as a result of lack of ability or suitability or behavioural problems;
- (e) as a result of a **pre-existing condition**.

Specific conditions in the event of a claim

In the event of a disagreement between **your** and **our veterinarian** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinarian** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinarian** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinarian** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinarian** shall be shared equally between **you** and **us**.

In the event of any payment under this policy **we** reserve the right to take title and possession of the **horse**, however:

- (a) In the event of **us** not electing to take ownership of the **horse** and **you** do not elect to keep the **horse**; a certificate of destruction is required to be attached to the claim form before **we** will agree to make any payment.
- (b) If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use or as a breeding **horse**, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out before **we** agree to make any payment.
- (c) In the event of settlement by **us** of a claim under this section all other insurance provided under the **policy** and provided under any other endorsements to the **policy** in respect of the **horse** is automatically terminated.

Section K – Permanent Loss of Use due to accidental external injury

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium**, provided **us** with the required veterinary documents which **we** have agreed and coverage is indicated as covered in the **schedule**.

What is covered

We will pay **you** up to but not exceeding seventy five per cent (75%) of the **agreed value** specified in the **schedule** if, during the **policy period** and in the opinion of **your** and **our veterinarian**, **your horse** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **schedule** and such incapacity justifies the destruction of the **horse** for economic reasons.

The permanent incapacity referred to above must result from an accidental external injury, which causes a visible external wound, first occurring and first manifesting itself during the **policy period**, and **you** must as soon as possible, and in any event before the expiration of this **policy**, provide **us** with written notice of the accidental external injury.

What is not covered

We will not cover any **horse** that is being reared, trained or used for racing under this section of the **policy**.

We will not make any payment for any loss:

- (a) as a result of blemishing;
- (b) due to the inability of the **horse** to breed;
- (c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- (d) as a result of lack of ability or suitability or behavioural problems.
- (e) that is not as a direct result of an accidental, external and violent injury which causes a visible external wound;
- (f) as a result of a **pre-existing condition**

Specific conditions in the event of a claim

In the event of a disagreement between **your** and **our veterinarian** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinarian** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinarian** will be binding on **us** but not binding on you. The fees of the appointed **veterinarian** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinarian** shall be shared equally between **you** and **us**.

In the event of any payment under this policy **we** reserve the right to take title and possession of the **horse**, however:

- (a) In the event of **us** not electing to take ownership of the **horse** and **you** do not elect to keep the **horse**; a certificate of destruction is required to be attached to the claim form before **we** will agree to make any payment.
- (b) If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use or as a breeding **horse**, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out before **we** agree to make any payment.
- (c) In the event of settlement by **us** of a claim under this section all other insurance provided under the **policy** and provided under any other endorsements to the **policy** in respect of the **horse** is automatically terminated.

Section L - Saddlery and Tack

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium**, provided **us** with the required documents which **we** have agreed and coverage is indicated as covered in the **schedule**.

What is covered

In the event of theft or accidental loss of or damage to **saddlery and tack** occurring anywhere within the geographical limits of the **policy 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 twelve (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 twelve (12) months old at the time of loss.

We will not pay more than the limit of liability noted on the **schedule** for **saddlery and tack** during any one **policy period**.

Special Conditions applicable to this Section

- (a) If **we** pay a claim under this section of **your policy we** will immediately reduce the limit of liability 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 **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**.

What is not covered

- (a) In the event of accidental loss or damage the first GBP100 or ten per cent (10%) of the amount of each and every loss, whichever is the greater is not covered;
- (b) the **excess** as shown in **your schedule**;
- (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:
 - (fi) a **locked building**; or
 - (fii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- (g) any amount for loss or theft of **saddlery and tack** until thirty (30) days without recovery after the loss or theft was reported to **us**;
- (h) any amount for any loss or damage purposefully caused by **you** or any member of **your** household or any employee;
- (i) 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;
- (j) any amount to have **your saddlery and tack** adjusted to fit any **horse**;
- (k) any amount in respect of unexplained disappearance or unexplained or inventory shortage.

General policy conditions

General terms which apply to the whole of this **policy**

Extension of coverage on a sick or injured horse under Section A, C or E

If, at expiry of this **policy**, **your horse** is still suffering from an accident, illness, sickness or disease that has occurred and been reported to **us** within the **policy period**, then **we** agree to cover the **horse** for a further twelve (12) months for that condition, from the expiry date of the **policy**. This only applies to Sections A, C, & E of this **policy** and to horses that are aged seventeen (17) years old or less at expiry of the **policy**.

This extension of coverage is reduced to ninety (90) days from expiry date of the **policy** if **you** choose not to renew the **policy** with us or if **your horse** is aged eighteen (18) years old or above.

Extension of coverage on a sick or injured horse under Section I, J or K

If, at expiry of this **policy**, **your horse** is still suffering from an accident, illness, sickness or disease that has occurred and been reported to **us** within the **policy period**, but it is still unproven whether the condition is total and permanent in nature, then **we** agree to allow a further twelve (12) months from the date of onset of the condition for the claim to be proven. This only applies to Sections I, J or K of this **policy**.

Your private data

We are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** data to various insurance participants such as intermediaries, insurers and reinsurers. If **you** would like to know how **we** deal with any data **you** may have provided **us**, please contact **your broker** who will provide **you** with **our** contact details.

Other insurance

If there is a loss which is covered under this **policy** and another policy, **we** will only pay **our** share of the loss and the loss cannot be any greater than the **agreed value**. This is worked out by using the same ratio as the limit of liability stated in the **schedule** bears to the total amount of all insurance covering the **horse**.

Territory covered

Your horse is only covered whilst in those territories or countries which are listed in the **schedule**.

Transit

Your horse is covered for all air, sea and road transits within the territories or countries which are listed in the **schedule**.

Choice of law and jurisdiction

You and **we** are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Any term in this **policy** which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

Sanctions

We will not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Our right to subrogate against third parties

If **we** make any payment to **you** under this **policy** then any rights **you** have of recovery from a third party, to the extent of such payment, are transferred to **us** and **we** shall be entitled, at **our** own expense to sue in **your** name for recovery of the payment **we** have made to **you**.

To assist **us** with this **you** must provide **us** with all documents and give **us** all the reasonable assistance **you** can to secure such rights and remedies. **You** must not do anything to jeopardise or extinguish the rights against a third party or parties to which **we** are entitled, and shall take all necessary steps to preserve such rights.

Rights of third parties

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

Fraudulent claims

- 1 If **you** make a fraudulent claim under this policy, **we**:
 - (a) are not liable to pay the claim; and
 - (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.
- 2 If **we** exercise **our** right under clause 1. c) above:
 - (a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - (b) **we** need not return any of the premiums paid.

General policy exclusions

The following exclusions apply to the whole of this **policy**. There may be additional exclusions which apply to individual sections of cover and are listed within those sections.

Terrorism

This **policy** does not cover loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Cyber Incident

This **policy** does not cover loss, damage, liability or expense caused by or contributed to by or arising from:

- (a) the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident; and/or
- (b) a computer virus or computer-related hoax.

Radioactive, Chemical, Biological, bio-chemical and electromagnetic weapons

This **policy** does not cover loss damage liability or expense caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Avian Influenza

This **policy** does not cover any loss caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

Coronavirus

This **policy** does not cover any claim in any way caused by or resulting from:

- (a) Coronavirus disease (COVID-19);
- (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- (c) any mutation or variation of SARS-CoV-2;
- (d) any fear or threat of a), b) or c) above.

Complaints

We are committed to providing a high quality and professional service and to maintain fair outcomes for **our** customers. If **you** are dissatisfied or have any complaints about **your policy** or the handling of a claim **you** should, in the first instance, make contact via the following:

By telephone: 01708 850000

By email: enquiries@seib.co.uk

By writing to: South Essex Insurance Brokers Limited, South Essex House, North Road, South Ockendon, Essex, RM15 5BE

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **our** best endeavours to comply with the timeframes set out below.

- A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
- Complaints will be acknowledged in writing no later than five (5) working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
- **We** will try to resolve a complaint within four (4) weeks and give a written final response, or send an interim response explaining why **we** are not yet in a position to resolve matters.
- By the end of eight (8) weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
- When **we** issue our acknowledgement of the complaint and **our** final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six (6) months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then **we** are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website: www.financial-ombudsman.org.uk

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

Compensation

Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this **policy**.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data Privacy Notice for South Essex Insurance Brokers Limited

South Essex Insurance Brokers Limited ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which **you** provide to **us** or which **we** hold about **you** and any personal data which is processed in connection with the services **we** provide to **you**.

Your privacy is important to **us**. **We** will process **your** personal data in accordance with data protection laws.

Where **you** provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), **you** must inform them that **you** are providing their personal data to **us** and refer them to this notice.

To provide **our** insurance related services, **we** will collect and process **your** personal data such as **your** name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide **your** insurance policy or when making a claim, **we** may also need to collect or process 'special categories of personal data' such as information relating to **your** health or criminal convictions or information which is likely to reveal **your** religious beliefs.

We process **your** personal data for the purposes of offering and carrying out insurance related services to **you** or to an organisation or other persons which **you** represent. **Your** personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing **our** services will involve sharing **your** personal data with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, **our** service providers and professional advisors or business partners and **our** regulators.

In some circumstances **we** may transfer **your** personal data to countries outside of the European Economic Area. **We** will put appropriate safeguards in place to ensure that **your** personal data is protected.

We may market **our** services to **you** or provide **your** personal data to **our** related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting **us**.

Fraud Prevention

We need to carry out fraud, and anti-money laundering checks, and this will involve sharing **your** personal data (such as **your** name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If **you** make a claim, we will share **your** personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, **we** may appoint loss adjusters or external investigation services to act on **our** behalf.

If false or inaccurate information is provided and fraud is identified, **your** personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange, and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, **we** may need to process **your** special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how **your** personal data is used and **your** rights in relation to **your** personal data please refer to **our** Privacy Policy at <http://www.seib.co.uk/about-us/privacy-policy> or contact **our** Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email dataprotection@seib.co.uk.

Call 01708 850000

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE. South Essex Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority.

