

Just Equestrian Policy Document



The Just Equestrian Policy. Specially arranged by
SEIB Insurance Brokers Limited.

Call 01708 850000

www.seib.co.uk   

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Over 50 years of excellent service

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Just Equestrian Policy Document

Important Information

INTRODUCTION

This **Policy** is specially arranged by **SEIB** on **Our** behalf in accordance with the authorisation granted under the Contract Reference B0334SC3342020401 and any renewal thereof and amendments thereto.

This **Policy** consists of this document, the **Certificate of Insurance** and **Endorsements**, if any, all are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and **Premium We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the **Premium**, insure **You**, subject to the terms and conditions of this **Policy**, during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of **Premium**.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **SEIB** through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

ABOUT SEIB INSURANCE BROKERS LIMITED (SEIB)

SEIB Insurance Brokers Limited (**SEIB**) is authorised and regulated by the Financial Conduct Authority (Firm Reference No 479477). **SEIB's** registered office is Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW. Registered in England No. 6317314.

ABOUT THE INSURER

Syndicate 2003 is managed by AXA XL Underwriting Agencies Limited.

AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk.

AXA XL Underwriting Agencies Limited registered office 20 Gracechurch Street, London, EC3V 0BG. Registered in England - Company Number 1815126.

VETERAN PLAN

Please note that, if **Your Horse** is insured on the **Veteran Plan**, this will be stated on **Your Certificate of Insurance** and cover will be restricted to the **Veteran Plan** sections of the **Policy**. There is no cover for **Colic Surgery** under the **Veteran Plan** unless **You** have opted for the Colic Extension and it is shown as operative in **Your Certificate of Insurance**. If **Your Horse** is insured with **Us** 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 considered necessary for example due to the claims and/or medical history for **Your Horse**.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this **Policy** and in setting the terms including **Premium We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the **Premium**.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to: treat this **Policy** as if it never existed, refuse to pay any claim and return the **Premium** **You** have paid, however **SEIB** will charge an administration fee. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;

- (i) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (ii) reduce the amount **We** pay on any claim in the proportion that the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**, if **We** would have charged **You** more.
- (iii) cancel **Your Policy** in accordance with the "Cancellation and Cooling off" section.

We will notify **You** in writing if (i), (ii) (iii) and/or (iv) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen(14) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** fourteen (14) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any **Premium** due to **You** in respect of the balance of the **Period of Insurance** and **SEIB** will charge an administration fee.

CHANGES WE NEED TO KNOW ABOUT

You must notify **SEIB** in writing, by email or by telephone as soon as practicable possible if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**, for example, if **Your** address provided changes during the **Period of Insurance** please let **SEIB** know.

When **SEIB** are notified of a change they will tell **You** if this affects this **Policy**. For example **We** may cancel this **Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of this **Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **SEIB** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

FRAUD

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be 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.

If **We** exercise **Our** right under (c) above:

- (i) **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
- (ii) **We** need not return any of the **Premium** paid.

SANCTIONS

We shall 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.

CHOICE OF LAW

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be in English.

ACCESSIBILITY

Upon request to **SEIB** **We** can provide Braille, audio or large print versions of the **Policy** and any associated documentation. If **You** require an alternative format **You** should contact **SEIB**.

THIRD PARTY RIGHTS

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

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 **SEIB** before the renewal date of **Your Policy**.

SEVERAL LIABILITY

Our liability under this contract is several and not joint with other insurers party to this contract. **We** are liable only for the proportion of liability it has underwritten. **We** are not jointly liable for the proportion of liability underwritten by any other insurer. **We** are not otherwise responsible for any liability of any other insurer that may underwrite this contract.

FAIR PROCESSING NOTICE

This Privacy Notice describes how AXA XL Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd's Syndicates 2003) ("**we**", or "**us**") collect and use the personal information of insureds, claimants and other parties ("**you**") when **we** are providing **our** insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this policy, will be used by **us** for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **us** for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with your complaint or concern, **you** have the right to make a complaint to the relevant Data Protection Authority.

For more information about how **we** process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

BROKERS, INTERMEDIARIES, PARTNERS, EMPLOYERS AND OTHER THIRD PARTIES

If **you** provide us with information about someone else, **we** will process their personal information in line with the above. Please ensure **you** provide them with this notice and encourage them to read it as it describes how **we** collect, use, share and secure personal information when **we** provide our services as an insurance and reinsurance business.

GENERAL DEFINITIONS

Wherever the following words appear in **bold** starting with a capital letter throughout this **Policy** they will have the following special meaning:

Accident or Accidental

A sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the **Period of Insurance**.

Accidental External Injury

Sudden physical injury caused by **Accidental**, violent and visible means where **Your Horse** has a visible external wound excluding strains of tendons and ligaments.

After-care

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.

Broker

The insurance broker or **SEIB** who arranged this insurance on **Your** behalf.

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**, and any extra clauses, terms, limitations 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 Surgery

Abdominal surgery undertaken to treat and/or investigate **Your Horse's Symptoms** of abdominal discomfort (colic), related to disorders of the gastrointestinal tract, carried out by a **Veterinary Surgeon**. This includes the post-operative management of such cases and the treatment of complications which arise as a direct consequence of the initial condition or its corrective surgery.

Complementary Treatment

The following treatments 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

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

Endorsement(s)

A change in the terms and conditions of this **Policy**, agreed by **Us**, that can extend or restrict cover.

Equine Dental Technician

An Equine Dental Technician with a currently valid license, issued by the appropriate governing agency.

Equine Podiatrist

A qualified equine podiatrist who is acceptable to **Us**, who has produced two **Veterinary** references acceptable to **Us** and has been noted in **Your Policy** or otherwise confirmed by **Us** in writing as acceptable to **Us**.

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**.

Family

Members of **Your** family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. **Family** does not include lodgers, tenants or domestic staff

Farrier

A farrier who is registered with the FRC (Farriers Registration Council) or holds a current valid license, issued by the appropriate governing agency.

Geographical Limits

The countries set out in the General Conditions.

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**.

Humane Destruction

A **Veterinary Surgeon's** confirmation that destruction is/was necessary to relieve incurable and excessive pain as a result of **Accidental External Injury, Injury** and/or **Illness** and no other option of treatment is/was available.

Illness

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

Injury

Sudden physical injury caused immediately by an **Accident**, not any physical injury that happens gradually 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

- (a) 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** happened or **Illness** first showed **Symptoms**, or
- (b) 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
- (c) 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.

Permanent Incapacity/Permanently Incapable

Your Horse being permanently incapable of fulfilling the **Use** for which it is kept and insured as noted in the **Certificate of Insurance**.

Policy

This document and the **Certificate of Insurance** and any applicable **Endorsement(s)**.

Post-mortem

The examination of the **Horse** after its death, which shall include a necropsy examination, made by a **Veterinary Surgeon** including, establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Horse**.

Pre-Existing Condition

- (a) Any **Injury** or **Accidental External Injury** sustained or **Illness** that first showed **Symptoms** before the start date of the **Period of Insurance**; or

- (b) the recurrence of any **Injury** or **Accidental External Injury** that was sustained, or the recurrence of any **Illness** that first showed **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** which first showed **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 **You** must pay **Us** in exchange for the insurance coverage **We** provide.

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**.

SEIB

SEIB Insurance Brokers Limited who have arranged this **Policy** on **Our** behalf.

Stray/Straying/ Strayed

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

Sum Insured

The maximum amount **We** will pay for each Section or cover as shown on the **Certificate of Insurance**.

Symptom

Departure from **Your Horse's** healthy state, condition or bodily function.

Terrorism

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transport

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

Use

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

Vet/Veterinary Surgeon

A veterinary surgeon or veterinarian with a currently valid license, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

Veteran Plan

Special provisions which apply to **Horses** aged fifteen (15) years of age or over if stated as being operative in **Your Certificate of Insurance** and as set out in the applicable **Policy** section(s). Cover on the **Veteran Plan** is restricted to **Accidental External Injury** only.

Veterinary Treatment

Consultation, advice, examination, test, scan, medication, and/or 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**.

Wear and Tear

Reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include **Saddlery and Tack, Horse Drawn Vehicles** and **Horse Drawn Trailers**.

We/Us/Our/Insurer

Certain underwriters at Lloyd's in respect of Syndicate 2003.

You/Your

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

GENERAL TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

It is **You** responsibility to adhere to the terms and conditions of this **Policy**, including the Additional Conditions. If **You** do not it may impact **Your** ability to make a claim.

1. SUM INSURED

You must ensure that **Your Horse** is insured for its correct current **Market Value**. This is the maximum amount that **We** will pay for any claim under Sections 1(a), 1(b), 2 and 3. **You** must review the **Sum Insured** stated on the **Certificate of Insurance** on a regular basis and ensure that it accurately reflects the **Market Value** of **Your Horse**. If the **Market Value** of **Your Horse** is less than the **Sum Insured** shown on the **Certificate of Insurance**, **We** will only pay the **Market Value** and **We** will not provide any refund of **Premium**.

2. USE

Your Horse must not be used for any **Use**, other than those stated in the **Certificate of Insurance**, without **Our** prior written consent. If **Your Horse** is used by **You** or anyone else for any **Use**, other than those stated in the **Certificate of Insurance**, without **Our** prior written consent, **We** will at **Our** sole election either (a) not pay the claim at all or (b) pay the claim less any additional **Premium** that **We** would have charged had **You** told **Us** that **Your Horse** was being used for that **Use**. In addition, **We** may cancel the **Policy** in accordance with **Our** rights of cancellation.

3. PRECAUTIONS - YOU MUST:

- (a) arrange and pay for **Your Horse** to be vaccinated against tetanus and equine influenza, to be wormed or satisfactorily worm-counted at least twice a year, to be wormed against redworm in winter, 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** and to have any other treatment customarily recommended by **Vets** for **Accidental External Injury, Injury** or **Illness**;
- (b) in the event of **Accidental External Injury, Injury** or **Illness** to **Your Horse**, employ a **Vet** as soon as practicable possible, at **Your** own expense and provide proper care and treatment;
- (c) comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- (d) take precautions to prevent obesity of **Your Horse**;
- (e) take proper care of and keep in good condition all property covered by **Your Policy**
- (f) take all precautions to prevent **Accidental External Injury, Injury** or **Illness, Accidents**, theft, loss or damage to property or bodily injury caused by others;

We will not pay any claim resulting from **Accidental External Injury, Injury** or **Illness** that would not have occurred had the above precautions been taken.

In the event of breach of this condition, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4. 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**.

5. CLAIM NOTIFICATION

You must:

- (a) tell **Us** as soon as practicably possible if **Your Horse** suffers any **Accidental External Injury, Injury** or **Illness** or receives **Veterinary Treatment** or about any other **Accident**, loss, theft, damage or other event that could lead to a claim on **Your Policy**. You can do so by:
1. writing to:
SEIB Insurance Brokers Limited
South Essex House
North Road
South Ockendon
Essex, RM15 5BE
 2. emailing **SEIB** at info@seib.co.uk
 3. contacting **SEIB** by telephone by calling 0345 873 4922 between 9am and 5:15pm Monday to Friday and 07747 458486 outside of these hours.
- (b) as soon as practicably possible tell the police about any:
1. loss or damage by theft or any attempted theft;
 2. loss or damage by malicious person;
- (c) 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 four (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 require for investigating or verifying any claim;
- (d) provide **Us** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
- (i) twelve (12) months of the **Accidental External Injury** or **Injury** being sustained or the **Illness** first showing **Symptoms** in respect of claims under Sections 4 Veterinary Surgeon's Fees or 4 (A) Emergency Life Saving Surgery or
 - (ii) within the **Period of Insurance** for claims under all other **Policy** Sections unless **We** allow a further time period and this is confirmed in writing by **Us**. **We** will not pay a claim unless each of the above requirements (where applicable) have been complied with.

6. 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 up to thirty (30) days in total during the **Period of Insurance**, including transits in and between.

7. SALVAGE

If the property insured under this **Policy** is lost or damaged, **We** may take and keep possession of the property insured and deal with the salvage. 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 **Your** property shall remain **Yours** at all times. **We** will not take

ownership of, accept liability for, sell or dispose of any of **Your** property unless **We** agree with **You** in writing that **We** shall do so. 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**.

8. SUBROGATION

If **We** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure reimbursement. **You** must give **Us** all the information and assistance **We** require and shall at all times take all practicable steps to preserve evidence and protect rights and remedies against third parties.

9. 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.

10. 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 reimbursement, **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 liability specified herein.

11. DISPUTES

- (a) Save as otherwise set out in this **Policy**, all disputes in relation to the meaning or application of the terms of this **Policy** shall be subject to the exclusive jurisdiction of the English Court.
- (b) If any difference arises regarding the amount to be paid under this **Policy**, where liability has been admitted by **Us**, then, save as otherwise provided in the **Policy**, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each propose a name and then **We** and **You** will be bound by the mid-point between the valuations given by the two experts. It is agreed that each party will pay the fees of its appointed expert.

12. CANCELLATION AND COOLING-OFF PERIOD

(a) YOUR RIGHT TO CANCEL DURING THE COOLING-OFF PERIOD

You are entitled to cancel this **Policy** by notifying **Your Broker** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any **Premium** paid less an administration fee charged by **SEIB** to cover their costs providing **You** have not made any claim.

(b) YOUR RIGHT TO CANCEL AFTER THE COOLING-OFF PERIOD

You are entitled to cancel this **Policy** after the cooling-off period by notifying **Your Broker** in writing, by email or by telephone. Any return **Premium** due to **You** will be subject to an administration fee charged by **SEIB**. **We** will give **You** a proportionate refund of the **Premium** **You** have paid based on the **Period of Insurance** remaining after the cancellation date so long as **You** have not made a claim as no **Premium** will be returned if **You** have made a claim.

(c) **OUR RIGHT TO CANCEL**

We are entitled to cancel this **Policy** if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the **Premium**; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** or **Our** appointed representatives request, such as details of a claim or **Your** current residential address:

at any time by sending **You** fourteen (14) days' notice in writing by registered post or recorded delivery at **Your** last known address. **We** will give **You** a proportionate refund of the **Premium You** have paid based on the **Period of Insurance** remaining after the cancellation date less an administration fee charged by **SEIB** to cover their costs providing **You** have not made any claim.

Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** has been in force unless **You** have made a claim in which case the full annual **Premium** is due. 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 **Period of Insurance** for additional cover will be retained by **Us** in full. Cancellation of this **Policy** by **Us** does not affect the treatment of any claim arising under this **Policy** in the period before cancellation.

If a claim is paid on any **Horse, Horse Drawn Vehicle** or **Horse Trailer** whether by settlement, compromise or otherwise, no return of **Premium** will be allowed.

13. PART OWNERSHIP

If the **Horse** is not owned or loaned 100% by **You**, **We** will only insure **Your** proportion of the **Horse** to reflect **Your** financial interest.

14. SOUNDNESS AND HEALTH

Your Horse must, with the exception only of those conditions which have been completely and accurately disclosed to and accepted by **Us** in writing, be in sound health and free from **Accidental External Injury, Injury** and/or **Illness** and/or physical disability at the start of this insurance.

You must, when **We** invite renewal of this **Policy**, tell **Us** about any **Accidental External Injury, Injury** or **Illness** or any veterinary attention that has not previously been disclosed to **Us**, including the recurrence of any **Illnesses** that have been previously disclosed (e.g. recurrences of colic), other than vaccinations **Your Horse** has had during the this **Period of Insurance**, whether or not **You** have notified **Us** of a claim and whenever the **Accidental External Injury, Injury** or **Illness** occurred.

15. ELIGIBILITY

Standard **Policy** terms apply to **Horses** from thirty (30) days of age to fifteen (15) years of age inclusive.

Special terms may be offered for **Horses** aged sixteen (16) and twenty-five (25) years inclusive. As an alternative, cover may be offered on the **Veteran Plan** for **Accidental External Injury** only.

GENERAL EXCEPTIONS APPLYING TO ALL SECTIONS

We will not pay any claim arising out of or relating to:

1. UNINSURED USE

any form of **Use** not specified in the **Certificate of Insurance**.

2. UNLAWFUL ACTIVITY

You acting unlawfully.

3. ZONOTIC DISEASE

any diseases transmitted from animals to humans.

4. VETERAN PLAN

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

5. MALICIOUS OR WILFUL INJURY

the 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 control of **Your Horse** or property.

6. EXCLUDED MATTERS

any exclusion that applies, as shown on **Your Certificate of Insurance**.

7. WAR

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.

8. TERRORISM

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

9. SONIC BANGS

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

10. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

loss damage liability or expense directly or indirectly 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 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.

11. CORONAVIRUS ABSOLUTE EXCLUSION

notwithstanding any other provision, no cover is provided under this Policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to, by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- i. any fear or threat (whether actual or perceived) of; or
- ii. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;
coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

12. CYBER EXCLUSION

this clause shall be paramount and shall override anything in this insurance inconsistent therewith.

- 1. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
 - 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

SECTION 1 (A) DEATH OF THE HORSE - STANDARD

WHAT IS COVERED UNDER THIS SECTION

We will pay **You** up to the Limit of Liability for this Section as a result of **Your Horse's**:

- (a) death, arising from an **Injury** which has been sustained or an **Illness** which first showed **Symptoms** during the **Period of Insurance** within the **Geographical Limits** and which has been notified to **Us** during the **Period of Insurance**;
- (b) **Humane Destruction**, arising from an **Injury** which has been sustained or an **Illness** which first showed **Symptoms** during the **Period of Insurance** within the **Geographical Limits** and which has been notified to **Us** during the **Period of Insurance**, providing **We** have given prior written consent to such **Humane Destruction**;
- (c) immediate **Humane Destruction**, on humane grounds arising from an **Injury** which has been sustained or an **Illness** which first showed **Symptoms** during the **Period of Insurance** and within the **Geographical Limits** which has been notified to **Us** during the **Period of Insurance**.

Your Veterinary Surgeon must confirm that this was necessary and no other option of treatment was available, and this prognosis must also be agreed by **Our Vet**, failing which the matter will be referred to an independent **Vet** for a determination. The independent **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;

- (d) death or **Humane Destruction**, with **Our** prior written consent, or immediate **Humane Destruction** on humane grounds, occurring within the **Geographical Limits** and arising directly out of foaling and from no other cause whatsoever during the **Period of Insurance** and which has been notified to **Us** during the **Period of Insurance**.

For immediate **Humane Destruction**, **Your Veterinary Surgeon** must confirm that this was necessary and no other option of treatment was available, and this prognosis must also be agreed by **Our Vet**, failing which the matter will be referred to an independent **Vet** for a determination. The independent **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.

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.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

We will not pay any claim until **We** receive (a) **Your Horse's** passport or any other evidence of legal ownership that **We** require, and (b), where the **Horse** is on loan to **You**, a copy of the loan agreement.

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 partake in a show or event, caused by the death of **Your Horse**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of 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** prior 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 prior **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) costs incurred for the destruction of **Your Horse** or disposal of its body;
- (c) 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** which first showed **Symptoms** during the **Period of Insurance**;
- (d) loss which results from an **Illness** which first showed **Symptoms** in the first fourteen (14) days of the start of the **Period of Insurance**, except if this exception is stated not to apply in the **Endorsements** section of **Your Certificate of Insurance**;
- (e) loss which results from any **Pre-Existing Condition**;
- (f) any loss which happens more than twelve (12) months after the date the **Injury** was sustained or the **Illness** first showed **Symptoms**;

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

WHAT IS COVERED UNDER THIS SECTION

We will pay **You** up to the Limit of Liability as a result of **Your Horse's**:

- (a) death, arising from an **Accidental External Injury** which has been sustained during the **Period of Insurance** and within the **Geographical Limits** which has been notified to **Us** during the **Period of Insurance**;
- (b) **Humane Destruction**, arising from an **Accidental External Injury** which has been sustained during the **Period of Insurance** and within the **Geographical Limits** which has been notified to **Us** during the **Period of Insurance**, providing **We** have given prior written consent to such **Humane Destruction**;
- (c) immediate **Humane Destruction**, on humane grounds arising from an **Accidental External Injury** which has been sustained during the **Period of Insurance** within the **Geographical Limits** which has been notified to **Us** during the **Period of Insurance**.

Your Veterinary Surgeon must confirm that this was necessary and no other option of treatment was available, and this prognosis must also be agreed by **Our Vet**, failing which the matter will be referred to an independent **Vet** for a determination. The independent **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;

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.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) **We** will not pay any claim until **We** receive (a) **Your Horse's** passport, or any other evidence of legal ownership that
- (b) **We** require, and (b), where the **Horse** is on loan to **You**, a copy of the loan agreement.

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 partake in a show or event, caused by the death of **Your Horse**.

WHAT IS NOT COVERED UNDER THIS SECTION:

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (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 any **Pre-Existing Condition**;
- (f) any loss which happens more than twelve (12) months after the date the **Accidental External Injury** was sustained;

SECTION 2 THEFT OR STRAYING

WHAT IS COVERED UNDER THIS SECTION

We will pay **You** up to the Limit of Liability for this Section if **Your Horse** is stolen or **Strays** anywhere within the **Geographical Limits** during the **Period of Insurance** and is not recovered within thirty (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 partake in a show or event, 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**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) any loss purposefully caused by **You** or any member of **Your Family** 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 Family** or any employee;

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) **You** must notify the police as soon as practicably possible after **You** become aware **Your Horse** has been stolen or **Strayed** and provide **Us** with a copy of the police report and crime reference.
- (b) If **Your Horse** is subsequently found or recovered **You** must as soon as practicably possible repay to **Us** the amount **You** were paid by **Us**.
- (c) **You** must take all precautions to ensure that the premises where **Your Horse** is kept are secure to prevent a loss.
- (d) **You** must take all practical steps to recover **Your Horse** if it has **Strayed**.
- (e) **We** will not pay any claim until **We** receive (a) **Your Horse's** passport or any other evidence of legal ownership that **We** require, and (b), where the **Horse** is on loan to **You**, a copy of the loan agreement.

SECTION 3 PERMANENT INCAPACITY

WHAT IS COVERED UNDER THIS SECTION

We will pay the percentage stated in the **Certificate of Insurance** of the **Sum Insured** (or **Market Value** if less) of **Your Horse** if an **Injury** is sustained or an **Illness** first shows **Symptoms** within the **Geographical Limits** during the **Period of Insurance**, which results in **Your Horse's Permanent Incapacity**.

EXTENSIONS TO THIS SECTION

- (a) If **Your Horse's** treatment is in progress at the expiry date of the **Period of Insurance**, cover under this Section will extend up to twelve (12) months from the date of the **Injury**, or from the date that the **Illness** first showed **Symptoms** provided that the claim is notified to **Us** in the **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 partake in a show or event, caused by the **Permanent Incapacity** of **Your Horse**.

WHAT IS NOT COVERED UNDER THIS SECTION:

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) **Permanent Incapacity** resulting from or arising out of:
 - (i) castration unless **We** have given **Our** prior written consent and castration is necessary **Veterinary Treatment** to **Your Horse** for the **Injury** or **Illness**;
 - (ii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** prior written consent and the surgical operation is necessary **Veterinary Treatment** to **Your Horse** for the **Injury** or **Illness**;
- (b) disfigurement following the **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 the **Injury** or **Illness**;
- (d) **Permanent Incapacity** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse's Permanent Incapacity** is caused directly by the **Injury** or **Illness**;
- (e) the **Excess** specified in the **Certificate of Insurance**;
- (f) **Permanent Incapacity** which results from an **Illness** which first showed **Symptoms** in the first fourteen (14) days of the start of the **Period of Insurance** save where this exception is not stated to apply in the **Endorsements** section of **Your Certificate of Insurance**;
- (g) **Permanent Incapacity** which results from any **Pre-Existing Condition**;
- (h) **Permanent Incapacity** of any **Horse** insured on the **Veteran Plan** or any **Horse** aged sixteen (16) years or more at the start of the **Period of Insurance**. **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 twelve (12) months after the date the **Injury** was sustained or **Illness** first showed **Symptoms**;
- (j) any amount if **You** have not arranged for all **Veterinary Treatment** considered 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) **Permanent Incapacity** from or connected with any activity, use or purpose **Your Horse** has never taken part in and/or **Your Horse's** potential future use.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) The **Injury** or **Illness** must be the sole and direct cause of the **Permanent Incapacity** and **You** must advise **Us** of the **Injury** or **Illness** in accordance with the General Conditions of this **Policy**.
- (b) **We** will not pay a claim unless both **Your Vet** and **Our Vet** agree that **Your Horse** is **Permanently Incapable** of fulfilling the **Use** for which it is kept and insured as noted in the **Certificate of Insurance** and that the **Injury** or **Illness** is the sole cause of that **Permanent Incapacity**. Any disagreement between **Your Vet** and **Our Vet** over the **Permanent Incapacity** of **Your Horse** will be referred to an independent **Vet** who will examine **Your Horse**. 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**.
- (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 and prior to its settlement **You** must 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 not apply if **You** decide to euthanise **Your Horse** on economic grounds but before **We** make any payment **You** must provide **Us** with a receipt confirming **Humane Destruction** from the person carrying out **Humane Destruction**.
- (e) **We** will not pay any claim until **We** receive (a) **Your Horse's** passport or any other evidence of legal ownership that **We** require, and (b), where the **Horse** is on loan to **You**, a copy of the loan agreement.

SECTION 4 VETERINARY SURGEONS' FEES

WHAT IS COVERED

We will pay the cost of the **Veterinary Treatment Your Horse** receives to treat an **Accidental External Injury** or **Injury** sustained or an **Illness** which first shows **Symptoms** during the **Period of Insurance** anywhere within the **Geographical Limits** up to the Limit of Liability of this Section.

For the purposes of this Section, the following will be treated as one claim:

- (a) all **Accidental External Injuries** or **Injuries** sustained in or arising out of the same **Accident**;
- (b) lameness of any limb or **Symptoms** reported to **Us** that are subsequently diagnosed as lameness of one or more than one limb or separate **Accidental External Injuries, Injuries** or **Illnesses**;
- (c) if during the investigations of the original cause of the lameness, **Symptoms, Accidental External Injury, Injury** or **Illness** it becomes apparent that there are multiple problems, then these will be treated as one claim whether the lameness, **Symptoms, Accidental External Injury, Injury** or **Illness** are related to each other or not;
- (d) any subsequent **Accidental External Injury, Injury** or **Illness** arising as a complication or consequence of the original **Accidental External Injury, Injury, Illness** or **Symptom(s)** or arising as a consequence of **Veterinary Treatment** for the original **Accidental External Injury, Injury, Illness** or **Symptom(s)**.

EXTENSIONS APPLICABLE TO THIS SECTION

- (a) **We** will pay the cost of **Complementary Treatment Your Horse** receives to treat an **Accidental External Injury** or **Injury** sustained or **Illness** that first showed **Symptoms** during the **Period of Insurance** up to the **Sum Insured** specified for **Veterinary Treatment** in the **Certificate of Insurance**.
- (b) In the event of a claim involving **Colic Surgery** during the **Period of Insurance**, based on the level of cover **You** have chosen, **We** will pay up to the **Sum Insured** shown for **Colic Surgery** in the **Certificate of Insurance** less **Your Excess**.

LIMIT OF LIABILITY

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**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of 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** 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 **Veterinary Treatment** arising from the **Accidental External Injury, 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** 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
- (j) the removal of wolf teeth;
- (k) any costs associated with pregnancy or parturition unless certified by a **Veterinary Surgeon** as necessary to save the life of **Your Horse**;
- (l) any costs of **Veterinary Treatment** or **Complementary Treatment** resulting from **Illness** which first showed **Symptoms** within fourteen (14) days of the start of the **Period of Insurance** unless this exclusion is stated not to apply in the **Endorsements** section of **Your Certificate of Insurance**;
- (m) any costs of **Veterinary Treatment** or **Complementary Treatment** for any **Pre-Existing Condition**;
- (n) any costs incurred for the destruction of **Your Horse** or the disposal of its body or any **Post Mortem** examination;
- (o) any costs associated with **Experimental, Non-customary or Unproven Treatment** for which **We** have not given **Our** prior written consent;
- (p) any costs for **Veterinary Treatment** or **Complementary Treatment** **Your Horse** receives more than twelve (12) months from the date the **Accidental External Injury** or **Injury** was sustained or the date the **Illness** first showed **Symptoms**;
- (q) any cost for medicines or other materials prescribed or supplied for use after twelve (12) months from the date the **Accidental External Injury** or **Injury** was sustained or the date the **Illness** first showed **Symptoms**;
- (r) any costs for any elective **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;
- (s) the costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- (t) 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;
- (u) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker, equine swimming pool and/or treadmill;
- (v) the cost of any **Veterinary Treatment** or **Complementary Treatment** if a claim has not been submitted to **Us** within twelve (12) months of the **Accidental External Injury** or **Injury** being sustained or the **Illness** first showing **Symptoms**;
- (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) any costs for **Veterinary Treatment** or **Complementary Treatment** to an **Injury** or **Illness** which has caused **Permanent Incapacity** to **Your Horse** if such treatment takes place after a claim has been paid under Section 3 **Permanent Incapacity**.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) **You** must advise **Us** when the treatment starts and subsequently submit all dated **Veterinary Surgeon's**, therapist's and **Farrier's** receipts to **Us** to substantiate the claim. Such receipts must include details of the treatment provided.
- (b) Any referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence must be approved by **Us** prior to the referral.
- (c) Diagnosis by Magnetic Resonance Imaging, Scintigraphy, Computerised (Axial) Tomography, Thermography and Myelography must be approved by **Us** prior to commencement of the procedure.
- (d) Any **Complementary Treatment** recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to the start of treatment.
- (e) If 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 twelve (12) months from the date the **Accidental External Injury** or **Injury** was sustained or from the date the **Illness** first showed **Symptoms**, not exceeding the limits specified in the **Certificate of Insurance** and providing the claim was notified to **Us** and accepted by **Us** before the expiry or renewal date.
- (f) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon** or other authorised provider of treatment directly, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of treatment, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**.
- (g) Where **Our** prior consent is required for **Veterinary** or **Complementary Treatment**, **We** may appoint a **Veterinary Surgeon** to examine **Your Horse** on **Our** behalf. Any disagreement between **Your Vet** and **Our Vet** over the appropriate **Veterinary Treatment** and/or **Complementary Treatment** for **Your Horse** will be referred to an independent **Vet** who will examine **Your Horse**. 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**.
- (h) In other instances, if **Our Vet** 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 Vet** 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.

THE VETERAN PLAN

In addition to the terms and conditions stated above applying to this Section, the following terms and conditions apply with regards to **Horses** on the **Veteran Plan**.

WHAT IS NOT COVERED APPLICABLE TO THIS SECTION

In addition to the General Exclusions and in addition to the exclusions in this Section, the following also applies only to the **Veteran Plan**:

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.

ADDITIONAL EXTENSIONS APPLICABLE TO THE VETERAN PLAN

In addition to any extensions in this Section, the following also applies only to the **Veteran Plan**:

Colic Extension

Based on the level of cover **You** have chosen, should **Your Horse** require **Colic Surgery** **We** will pay up to the **Sum Insured** for **Colic Surgery** stated on the **Certificate of Insurance**, less **Your Excess**.

SECTION 4 (A) EMERGENCY LIFE SAVING SURGERY

WHAT IS COVERED UNDER THIS SECTION

We will pay the fees of a **Veterinary Surgeon** incurred for **Emergency Life Saving Surgery** and **After-care** arising from **Injury** sustained or **Illness** which first showed **Symptoms** during the **Period of Insurance** and occurring within the **Geographical Limits** up to the Limit of Liability below.

LIMIT OF LIABILITY

The most We will pay for any one claim or in total for all claims is the **Emergency Life Saving Surgery Sum Insured** specified in the **Certificate of Insurance**.

The maximum We will pay for **After-care** is 50% of the cost of the **Emergency Life Saving Surgery** or for no more than fifteen (15) days from the time of surgery, whichever is the lesser value. Any amount paid for **After-care** is included within and not additional to the **Sum Insured** specified for **Emergency Life Saving Surgery**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of 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 the **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 behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from the **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** which first shows **Symptoms** within fourteen (14) days of the start of the **Period of Insurance** unless this exclusion is not stated to apply in the **Endorsements** section of **Your Certificate of Insurance**;
- (g) any costs of **Emergency Life Saving Surgery** resulting from 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 costs You pay for shoeing and/or the care of **Your Horse's** feet and/or hooves.
- (l) the cost of any **Emergency Life Saving Surgery** if a claim has not been submitted to Us within twelve (12) months of the **Injury** being sustained or the **Illness** first showing **Symptoms**;
- (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 whether or not payment is within the period specified;

- (o) any surgery that is not **Emergency Life Saving Surgery**;
- (p) any surgery not performed by a **Veterinary Surgeon** in a School of veterinary medicine or surgical clinic or veterinary hospital;
- (q) any **Veterinary Treatment** unless it is given in conjunction to the **Emergency Life Saving Surgery** being claimed for;
- (r) any surgery not performed under a general anaesthetic;
- (s) any death benefits;
- (t) any amounts if **Your Horse** is under thirty (30) days or over fifteen (15) years of age in the **Period of Insurance**.
- (u) any costs for **Emergency Life Saving Surgery** if **Your Horse** is insured on the **Veteran Plan**.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) Within twelve (12) months of the **Emergency Life Saving Surgery** being performed, **You** must, at **Your** own expense, provide **Us** with:
 - (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) **We** will not pay a claim unless both **Our Vet** and **Your Vet** agree that the surgery performed was immediately necessary to save **Your Horse's** life. Any disagreement will 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**.

SECTION 5 SADDLERY AND TACK

WHAT IS COVERED

In the event of theft of, **Accidental** loss of, or damage to **Saddlery and Tack** occurring within the **Geographical Limits** and during the **Period of Insurance**, **We** will pay 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 if the items were purchased by **You** when new and were 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, if the **Saddlery and Tack** was used or second hand items purchased by **You** or items purchased new by **You** which are twelve (12) months old or older at the time of loss whichever is lesser.

LIMIT OF LIABILITY

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

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of 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 practicably possible **You** become aware **Your Saddlery and Tack** has been lost, stolen or deliberately damaged and provide a copy of the police report and crime reference.
- (d) If following loss or theft **Your Saddlery and Tack** is found **You** must as soon as practicably possible repay the full amount **We** have paid **You**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of 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 from a **Locked Building** or the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle:
 - (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; 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;
- (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 thirty (30) days have passed without recovery from the date 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 Family** 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 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

WHAT IS COVERED

We will pay compensation, as set out in the Schedule of Benefits below, to **You** or any other person who with **Your** permission sustains **Accidental Bodily Injury** (including death) during the **Period of Insurance** whilst undertaking one of the following activities.:

- (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

- (i) Death:

- (ii) **Permanent Total Disablement**

- (iii) Amputation or total and permanent loss of use of one or more limbs, hands or feet, or the total and permanent loss of all sight in one or both eyes:

- (iv) Dental treatment:

Compensation

The **Sum Insured** specified in the **Certificate of Insurance** or GBP2,500 for persons aged under sixteen (16) years or over seventy-five (75) years.

The **Sum Insured** specified in the **Certificate of Insurance** or GBP2,500 for persons aged under 16 years or over seventy-five (75) years.

The **Sum Insured** specified in the **Certificate of Insurance** or GBP2,500 for persons aged under 16 years or over seventy-five (75) years.

The amount specified for Dental in the **Certificate of Insurance**.

LIMIT OF LIABILITY

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

ADDITIONAL DEFINITIONS

In addition to the General Definitions the following apply in respect of this Section.

Bodily Injury means identifiable physical injury (but not **Death**) caused by an **Accident**.

Disability/Disablement means in the opinion of a **Qualified Medical Practitioner** the person insured under this Section is unable to carry out his or her usual occupation as a result of **Bodily Injury**.

Permanent Total Disablement means disablement which in the opinion of a **Qualified Medical Practitioner** continues for twelve (12) months after the **Accident**, and will in all probability entirely prevent the person insured from engaging in their usual occupation for the remainder of their life.

Post-mortem means the examination of the person insured after their death, establishing the identity, the cause of death or the reason for the death of the person insured.

Qualified Medical Practitioner means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. A **Qualified Medical Practitioner** must be licensed by the country in which he or she is practicing, cannot be **Your** relative or a relative of any person insured under this Section and, in respect of any diagnosis of **You** or any person insured under this Section, must be acting within the scope of his or her license.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) The **Accident** in (a) (b) or (c) above must be the sole cause of **Death, Disablement, amputation/loss of use or dental treatment.**
- (b) Notice must be given to **Us** as soon as practicably possible 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 practicably 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, except where the activity taking place was leading **Your Horse.**
- (e) **You** agree that **We**, at **Our** expense, may appoint a **Qualified Medical Practitioner** 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.

WHAT IS NOT COVERED UNDER THIS SECTION:

In addition to the General Exclusions the following apply in respect of this Section.

- (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 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**;
 - (iii) mental illness, emotional or behavioural conditions;
- (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 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 twelve (12) months after the **Accident** happened;

SECTION 8 HORSE TRAILER

WHAT IS COVERED

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 within the **Geographical Limits**, **We** will pay 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.

ADDITIONAL EXTENSIONS APPLICABLE TO THIS SECTION

We will pay the 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 up to the **Sum Insured** stated in the **Certificate of Insurance**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) 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;
- (b) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- (c) 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;
- (d) any costs for **Accidental** loss or damage which results from **Your** deliberate act or omission, which **You** could have expected, having regard to the nature and circumstances of the act or omission;
- (e) 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.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) **You** will, at **Your** expense, provide **Us** with two detailed estimates of the cost of any repair within the **Period of Insurance** unless **We** allow a further time period and this is confirmed in writing by **Us**. **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 practicably possible if **You** become aware **Your Horse Trailer** has been lost, stolen or deliberately damaged and provide a copy of the police report and crime reference number.
- (d) If following loss or theft **Your Horse Trailer** is subsequently found **You** must as soon as practicably possible repay the full amount **We** have paid **You**.

SECTION 9 HORSE DRAWN VEHICLES

WHAT IS COVERED

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 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.

ADDITIONAL EXTENSIONS APPLICABLE TO THIS SECTION

We will pay the 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.

WHAT IS NOT COVERED

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) 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;
- (b) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- (c) 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;
- (d) any costs for **Accidental** loss or damage which results from **Your** deliberate act or omission, which **You** could have expected, having regard to the nature and circumstances of the act or omission;
- (e) 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.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

In addition to the General Conditions the following apply in respect of this Section.

- (a) **You** will, at **Your** expense, provide **Us** with two detailed estimates of the cost of any repair within the **Period of Insurance** unless **We** allow a further time period and this is confirmed in writing by **Us**. **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 practicably possible if **You** become aware **Your Horse Drawn Vehicle** has been lost, stolen or deliberately damaged and provide a copy of the police report and crime reference.
- (d) If following loss or theft **Your Horse Drawn Vehicle** is subsequently found **You** must as soon as practicably possible repay the full amount **We** have paid **You**.

SECTION 10(A) ALTERNATIVE STABLING

WHAT IS COVERED

In the event of the stable at the premises where **Your Horse** is usually kept being destroyed or damaged by fire, flood or storm so as to render it uninhabitable, **We** will reimburse **You** up to the amount as stated on the **Certificate of Insurance** per week for alternative stabling.

LIMIT OF LIABILITY

The maximum amount payable under this Section shall be the amount as stated on the **Certificate of Insurance** in respect of Alternative Stabling for any one loss or during any one **Period of Insurance**.

WHAT IS NOT COVERED

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) Any claim under this Section which is not substantiated by receipts from a recognised livery or riding establishment showing the dates of stabling and the charge made.

SECTION 10(B) HOSPITAL ADMISSIONS

WHAT IS COVERED

In the event **You** are admitted to hospital for illness or **Injury** for any period exceeding four (4) days, **We** will reimburse **You** up to the Limit of Liability for alternative stabling for **Your Horse** for the period of **Your** hospitalisation.

LIMIT OF LIABILITY

The maximum amount payable under this Section shall be the **Sum Insured** as stated on the **Certificate of Insurance** in respect of Hospital Admissions for any one loss or during any one **Period of Insurance**.

WHAT IS NOT COVERED

In addition to the General Exclusions the following apply in respect of this Section.

We will not pay:

- (a) any claim under this Section which is not substantiated by receipts from a recognised livery or riding establishment showing the dates of stabling and the charge made;
- (b) for **You** being admitted to hospital for illness or **Injury** which first occurred or showed symptoms prior to the start date of this **Policy**;
- (c) pregnancy or giving birth;
- (d) **You** being admitted to hospital for alcohol or drug abuse or following an attempted suicide;
- (e) nursing home care or non-hospitalised convalescence;
- (f) situations where suitable alternative arrangements could have been made by leaving **Your Horse** in the care of **Your Family** or a friend.

SECTION 11 DISPOSAL FEES

WHAT IS COVERED

Where a claim has been accepted under Sections 1 (A) Death of the Horse - Standard or 1 (B) Death of the Horse - **Veteran Plan** of the **Policy We** will reimburse costs incurred in connection with disposal fees and **Humane Destruction** charges up to the amount stated in the **Certificate of Insurance**.

WHAT IS NOT COVERED UNDER THIS SECTION

In addition to the General Exclusions the following apply in respect of this Section.

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

FURTHER INFORMATION

INSURANCE GUARANTEE SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

COMPLAINTS PROCEDURE

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

If **You** have any questions or concerns about the **Policy** or the handling of a claim please contact **Your Broker** through whom this **Policy** was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG
United Kingdom
Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from AXA XL Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA
Telephone Number: +44 (0)20 7327 5693
Email: complaints@lloyds.com

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time XL Catlin Services SE and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number:

0800 0234 567 - calls to this number are free on mobiles and landlines

0300 1239 123 - calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

Telephone Number:

+44(0)20 7964 0500

Fax Number:

+44(0)20 7964 1001

Text Number:

07860 027 586

Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for AXA XL Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

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