



Equine Elite

Policy Document



Call 0345 450 7884

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

SEIB

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EQUINE ELITE POLICY DOCUMENT

This Insurance is provided by Convex Insurance UK Limited and is specially arranged by SEIB Insurance Brokers Limited.

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616). Further details can be found on the Financial Services Register at www.fca.org.uk.

Convex Insurance registered in England and Wales No 11796392. Registered Office: 52 Lime Street, London, EC3M 7AF.

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

In the event of any amendment, alteration, cancellation or question **You** may have or **You** want to make a claim please contact SEIB at South Essex House, North Road, South Ockendon, RM15 5BE. Tel: 01708 850000, Fax: 01708 851520, Email: enquiries@seib.co.uk

INFORMATION PROVIDED TO US

We will provide insurance in accordance with the terms of **Your** Policy in the Sections shown on **Your Certificate of Insurance** during the **Period of Insurance**, providing the correct **Premium** is paid. In deciding these terms, conditions and **Premium** in **Your** Policy, **We** have relied on the information **You** have given **Us** in answer to **Our** questions. **You** must take reasonable care when providing any information to **Us** not to make a misrepresentation by ensuring that all information is accurate and complete to the best of **Your** knowledge.

If **We** establish that **You** deliberately or recklessly provide **Us** with false or misleading information, **We** will treat this Policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** Policy and any claim. For example: **We** may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise

have offered;

- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**; or
- cancel **Your** Policy in accordance with the **CANCELLATION RIGHTS** condition below.

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- need to amend the terms of **Your** Policy.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

All notifications must be in writing, by email or telephone. Changes to the information **You** have provided may result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your** insurance. If **We** amend the terms of **Your** Policy, **You** have the right to cancel the Policy as set out in the Cancellation Rights section.

CHANGES IN MARKET VALUE

You should review the **Sum Insured** as shown in **Your Certificate of Insurance** on a regular basis to ensure it accurately reflects the **Market Value** of **Your Horse**, **Horse Trailer** and/or **Horse Drawn Vehicle**.

You must notify **Us** as soon as practicable of any change in the **Market Value** of **Your Horse**, **Horse Trailer** and **Horse Drawn Vehicle**. This includes, for example, changes in **Market Value** as a result of public auctions, performance results, training levels, competition levels or castration.

ACCESSIBILITY

Upon request, **We** can provide Braille, audio or large print versions of this Policy and the associated documentation including the Insurance Product Information Document. If **You** require an alternative format, **You** should contact SEIB through whom this Policy was arranged.

CONTRACT OF INSURANCE

This Policy, the **Certificate of Insurance** and any endorsements must be read together as one contract.

You must comply with all the conditions in this Policy, including the Special Conditions applicable to each Section. If **You** do not, **We** may cancel **Your Policy**, refuse a claim or withdraw from any current claim.

The **Certificate of Insurance** is evidence of **Your** contract of insurance with **Us** and shows the Sections of cover, the **Sums Insured** and **Excesses** **You** have chosen and any special terms that apply to **Your** Policy.

HOW TO MAKE A CLAIM

1) If **You** wish to make a claim under this Policy, **You** can do so by

a) writing to SEIB at
SEIB Insurance Brokers Limited
South Essex House
North Road
South Ockendon
Essex, RM15 5BE

b) emailing SEIB at enquiries@seib.co.uk

c) contacting SEIB by telephone by calling 0345 873 4922 between 9am and 5:15pm Monday to Friday and 07747 458486 outside of these hours.

2) **You** must:

a) tell SEIB as soon as practicable if **Your Horse** suffers any **Accidental External Injury, Injury** or **Illness** or receives **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals**;

b) tell SEIB as soon as practicable about any other accident, loss, theft, damage or other event that could lead to a claim on **Your** Policy;

c) immediately tell the police about any:

- i) loss or damage by theft or any attempted theft;
- ii) loss or damage by malicious person;

If **You** fail to do so, **We** will decline **Your** claim.

d) provide SEIB 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). The **Veterinary Surgeon** producing the report must not be **You**, a member of **Your** family or related to **You** or **Your** agent or employee;

iii) any other documents or proof as **We** may reasonably require for investigating or verifying any claim;

e) provide SEIB with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be reasonably required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:

i) thirty (30) days of the event for all Sections; or

ii) the further time period if **We** allow and it is confirmed in writing by SEIB.

CANCELLATION RIGHTS

YOUR CANCELLATION RIGHTS DURING THE COOLING OFF PERIOD

If **You** are not happy with this Policy, **You** can cancel **Your** Policy during the first fourteen (14) days from either:

a) the start date of the Policy or

b) the date on which **You** receive **Your Certificate of Insurance**, whichever is later.

This period is called the cooling off period. If **You** choose to cancel the Policy during this cooling off period, **You** will receive a refund of any **Premium** paid less SEIB's administration fee to cover costs, providing **You** have not made any claims during this period.

If **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium** and if the **Premium** is being paid in instalments, the entire **Premium** will be payable irrespective of **Your** choice to cancel the Policy.

However, please note that the Policy excludes claims for any **Illness** contracted or which shows its first **Symptoms** during this fourteen (14) day period and the **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** provided to treat such **Illness**. This applies to Sections 1 (A), 3, 4 and 4 (A) of the Policy.

YOUR CANCELLATION RIGHTS AFTER THE COOLING OFF PERIOD

You may cancel this Policy at any time after the cooling off period by contacting SEIB expressing **Your** intention to cancel the Policy. **You** will be entitled to a return of **Premium** for the unexpired portion of the **Period of Insurance**. This return **Premium** due to **You** will be subject to an administration fee charged by SEIB.

OUR CANCELLATION RIGHTS

We may cancel this Policy by sending **You** fourteen (14) days' notice by registered post or recorded delivery at **Your** last known address. **We** will give **You** a refund of the **Premium** **You** have paid for the **Period of Insurance** after the cancellation date.

We will only do this for a valid reason, including for example:

- i) a change in risk level which means that **We** can no longer provide **You** with insurance cover;
- ii) non-cooperation or failure to supply any information or documentation **We** request;

However, if **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium** and if the **Premium** is being paid in instalments, the entire **Premium** will be payable irrespective of **Your** choice to cancel the Policy.

LAW APPLICABLE TO THIS INSURANCE CONTRACT

Both parties of this contract of insurance are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be English law.

FRAUD

If **You** or anyone acting on **Your** behalf commits fraud, by any means, knowing it to be false or fraudulent, and obtains payment under this Policy from such fraud, this insurance shall become void from the date of the fraudulent act and **You** shall be required to pay back to **Us** any payment or benefit **You** may have obtained from the Policy from the date of the fraud.

If **You** or anyone acting on **Your** behalf makes a fraudulent or exaggerated claim under this insurance or deliberately fails to disclose information to **Us** that **We** have requested, or makes any claim with **Us** that involves **Your** dishonesty, **We**:

- i) are not liable to pay the claim; and
- ii) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- iii) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** terminate the Policy:

- i) **We** shall not be liable to **You** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (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 **Premiums** paid.

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 it is important that **You** tell SEIB before the renewal date of **Your** Policy.

SEVERAL LIABILITY NOTICE

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

VETERAN PLAN

Please note that, if **Your Horse** is insured on the **Veteran Plan**, this will be stated on the **Certificate of Insurance** and cover will be restricted to the **Veteran Plan** Sections of the Policy only. 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 the **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**.

FURTHER INFORMATION, LIMITED COVER AND POLICY TERM

You agree to provide any veterinary records, information, reports, certificates, x-rays and a **Proposal or Statement of Fact or Declaration** requested by **Us** and **You** will pay any charges made for these. In the event of any of these not being provided, **Limited Cover** will apply to **Your Horse** and will continue to apply until they are provided and accepted by **Us**. Upon receipt of the item(s) requested above, depending on the information contained within them, **We** may amend the terms of the Policy, including adding exclusion clauses and/or charging additional **Premium**. If **We** amend the terms of **Your Policy**, **You** have the right to cancel the Policy as set out in the Cancellation Rights section.

DEFINITIONS

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

Accidental External Injury

Injury caused by accidental, violent and visible means where **Your Horse** has a visible external injury excluding strains of tendons or ligaments, **Illness** and splints (splint exostosis).

Activity

See **Use**.

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.

Certificate of Insurance

The document being part of **Your** Policy showing the Policy details and which Sections of the Policy **You** have chosen, the details and **Sums Insured** of **Your Horse, Saddlery and Tack, Horse Trailer** and **Horse Drawn Vehicle**, and any extra clauses, terms and exclusions 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 deemed essential and/or medically necessary by a **Veterinary Surgeon** and 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, Magnetic Treatment, Osteopathy, Physiotherapy and Remedial Farriery and any **Veterinary Treatment** associated with or required for the aforementioned treatments;

Complementary Treatment also includes **Livery** and **Transport** as defined in this Policy.

Emergency Life Saving Surgery

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

Equine Dental Technician

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

Equine Podiatrist

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

Excess

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

Experimental, Non-Customary or Unproven Treatment

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

Farrier

A farrier registered with the FRC (Farriers Registration Council) or holds a current valid licence, 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 injury that happens over a period of time.

Limited Cover

Cover for **Injury** only and that excludes all claims in connection with or relating to **Illness**. **Limited Cover** does not apply on the **Veteran Plan**.

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 (five) lever mortice deadlocks and has steel bars or steel grids on all windows; or
- c) A metal shipping container or similar that has been secured against removal and locked with a heavy duty padlock.

Market Value

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

Nutraceuticals

A food supplement given to **Your Horse**, which is a concentrated source of a vitamin or mineral or other substance with a physiological effect purported to provide a health benefit. To be covered under this Policy: supplementation with the product is on the recommendation of a **Veterinary Surgeon** to treat **Your Horse** for **Accidental External Injury**, **Injury** or **Illness** and not as means of maintaining **Your Horse's** condition.

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**.

Personal Representative

The natural person named in the **Certificate of Insurance** (if applicable).

Poor Performance

Means reluctance to work, exercise intolerance, a decline in the ability of **Your Horse** to perform certain athletic tasks and/or **Your Horse** not meeting expectations.

Post-mortem

The examination of **Your 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 Your Horse**.

Pre-Existing Condition

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

Premium

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

Proposal or Statement of Fact or Declaration

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

Saddlery and Tack

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

Stray/Straying/Strayed

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

Sum Insured

The maximum amount **We** will pay as set out in the **Certificate of Insurance**.

Symptom

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

Transport

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

Use

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

Vet/Veterinary Surgeon/Veterinary Consultant/Independent Veterinary Expert

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

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, 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, Nutraceuticals, 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 Trailers** and **Horse Drawn Vehicles**.

We/Our/Us/Insurer

Convex Insurance UK Limited

You/Your/Insured

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

GENERAL CONDITIONS

It is **Your** responsibility to adhere to the terms and conditions of this Policy, including the Special Conditions. If **You** do not **We** may cancel **Your** Policy and any claim may be reduced or refused.

1. Action at Renewal

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

2. Age Limits

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

3. Arbitration

- a) If **We** appoint **Our Veterinary Consultant** and they do not agree with **Your Veterinary Surgeon**, the situation will be resolved by an **Independent Veterinary Expert** who will be jointly appointed by **You** and **Us**.

The fee for the **Independent Veterinary Expert** will be divided equally between **You** and **Us**.

- b) If any difference arises regarding the amount to be paid under this Policy, where liability has been admitted by **Us**, the difference will be referred to an arbitrator. The arbitrator will be appointed by **You** and **Us** in accordance with the statutory provisions. Where any difference is referred for arbitration, the making of any award will be condition precedent to any right of action against **Us**.

4. Contracts (Rights of Third Parties) Act 1999

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

5. Geographical Limits

The cover provided by this Policy is restricted to:

- a) the United Kingdom of Great Britain and Northern Ireland and the Isle of Man;
- b) temporary cover in the Channel Islands and the European Economic Area, for a maximum of thirty (30) days during the **Period of Insurance**, including transits in and between; however, this temporary cover does not apply to Section 6 Liability, Section 8 (B) Horse Trailer Liability to Third Parties and Section 9 (B) Horse Drawn Vehicles Liability to Third Parties.

6. Identification

You must supply **Us** with the passport for **Your Horse(s)** when **We** ask for it.

7. Loan

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

8. Maximum Amount of Indemnity

Our liability for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events or a series consequent on one original cause shall not exceed the sum on the **Certificate of Insurance** for any one event.

9. Non Aggregation

In the event a claim involves a loss or an expense that may fall under more than one Section of this Policy, **You** shall only be entitled to indemnification under the highest limit applying to that type of loss or expense with respect to that claim.

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 an indemnity, **We** will only pay **Our** proportion of the claim which is beyond that which would have been payable under such other insurance had **Your** Policy not been effected and subject always to the limits of indemnity specified herein.

11. 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. For example, if **You** had a 50% interest in **Your Horse** and wished to make a claim under Section 4 (Veterinary Surgeons Fees), **We** would only pay 50% of the fees in the event of a valid claim, not 100%.

12. Premium

Cover under this Policy is dependent on **You** paying the **Premium** in full. If **You** pay the **Premium** by direct debit instalments and do not pay any missed instalments when **We** tell **You** to **We** will cancel **Your** Policy and make no further claim payments.

We will deduct from any claim payment any amount **You** owe **Us** by way of outstanding **Premium** and charges.

13. Reasonable Precautions

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

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

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

14. Salvage

If the property insured is lost or damaged, **We** may take and keep possession of the property insured and deal with the salvage in a reasonable manner. In doing this, **We** do not diminish **Our** right to rely on any conditions of this Policy. **You** must execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**. In the event of the death of **Your Horse** any amount received following the disposal of the body at **Your** expense and at the best monetary terms available will be deducted from any payment made by **Us**.

15. Soundness and Health

It is a condition precedent to **Our** liability that at the commencement of this Policy, with the exception only of those matters relating to **Your Horse** (including its health) which have been completely and accurately disclosed to **Us**, **Your Horse** must be in sound health

and free from any **Accidental External Injury, Injury, Illness**, disease or physical abnormality whatsoever.

This shall also apply in respect of changes to this Policy, for example:

- a) any additional sums insured on **Your Horse**; and/or
- b) any **Horse** added to this insurance; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the insurance cover, this condition precedent must also be satisfied as at the date of such change.

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

16. Subrogation

We may at **Our** discretion, take over and conduct, in **Your** name, the defence or settlement of any claim. **We** will take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party for any event insured by this Policy. **You** must give **Us** all the information and assistance **We** require.

17. Use

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

18. Valuation

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

19. Veterinary Advice

We may appoint a **Veterinary Surgeon** to act as **Our Veterinary Consultant** to examine **Your Horse** on **Our** behalf and to advise on **Veterinary Treatment, Complementary**

Treatment and/or **Nutraceuticals**, and the cost of **Veterinary Treatment, Complementary Treatment** and/or **Nutraceuticals**.

If **Our Veterinary Consultant** considers the **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** received by **Your Horse** is excessive or not required compared to **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** normally recommended by general or referral veterinary practices, **We** will pay only the cost of **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** necessary to treat the **Accidental External Injury, Injury** or **Illness** and usually charged by general or referral veterinary practices.

20. 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.

GENERAL EXCEPTIONS

1. Consequential Loss

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

2. Radioactive Contamination

We will not pay any claim arising from:

- a) loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever resulting or arising from any consequential loss; or
- b) any legal liability of whatsoever nature; or
- c) any bodily injury directly or indirectly caused by, or contributed to, by, or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Sonic Bangs

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

4. Uninsured Use

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

5. Unlawful Activity

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

6. Veteran Plan

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

7. Terrorism

We will not pay any claim for 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.

For the purpose of this Exception 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.

This Exception 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.

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

8. Zoonotic Disease

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

9. Sanction Limitation

We will not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. Avian Influenza

We will not pay any claim arising from death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

11. Coronavirus

We will not pay any claim in any way caused by or resulting from:

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

SECTION 1 (A) DEATH OF THE HORSE - STANDARD

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

- a) death, arising from an **Injury** sustained or an **Illness** contracted which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**;
- b) **Humane Destruction**, arising from an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **Geographical Limits** providing **We** have given prior written consent;
- c) immediate **Humane Destruction** arising from an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**. A **Veterinary Surgeon** must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was available;
- d) death or **Humane Destruction**, with **Our** prior written consent, or **Humane Destruction**, arising directly out of foaling and from no other cause whatsoever during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**. For **Humane Destruction** a **Veterinary Surgeon** must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was available.

Provided that **We** will not pay for any loss which happens more than twelve (12) months after the date the **Injury** was sustained or the **Illness** was contracted or first showed its **Symptoms**.

Limit of Liability

We will not pay more than:

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

Extension to this Section

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

Exceptions to this Section

We will not pay for:

- a) any loss resulting from or arising out of:
 - i) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority;
 - ii) castration unless **We** have given **Our** written consent and You have paid any additional **Premium We** charge for this cover;
 - iii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and **You** have paid any additional **Premium We** charge for this cover;
 - iv) unfitness or incapacity to fulfil the **Use** for which **Your Horse** is kept;
- b) any costs incurred for the destruction of **Your Horse** or disposal of its body;
- c) any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Injury** sustained or **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- d) any loss which results from an **Illness** contracted or which shows its first **Symptoms** in the first fourteen (14) days of the start of **Your Horse's** insurance cover unless this exclusion is stated not to apply in the Endorsements section of the **Certificate of Insurance**;

- e) any loss which results from an **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- f) any loss which happens more than twelve (12) months after the date the **Injury** was sustained or the **Illness** was contracted or first showed its **Symptoms**;
- g) 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;
- h) malicious or wilful Injury caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care, custody or control of **Your Horse**;
- i) any loss which results from **Poor Performance**, unless veterinary evidence is provided to establish that **Your Horse** is suffering from an **Injury** or **Illness**.

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

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

- a) death, arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**;
- b) **Humane Destruction**, arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**, providing **We** have given prior written consent;
- c) immediate **Humane Destruction** arising from **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**. A **Veterinary Surgeon** must confirm that this was necessary to relieve incurable and excessive pain and no other option of treatment was available.

Provided that **We** will not pay for any loss which happens more than twelve (12) months after the date the **Accidental External Injury** was sustained.

Limit of Liability

We will not pay more than:

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

Extension to this Section

Provided **We** have agreed to pay a claim for the death of **Your Horse**, **We** will also pay up to GBP150 in respect of irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the death of **Your Horse**.

Exceptions to this Section

We will not pay for:

- a) loss resulting from or arising out of:
 - i) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority;

- ii) castration;
- iii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and **You** have paid any additional **Premium** **We** charge for this cover;
- iv) unfitness or incapacity to fulfil the **Use** for which **Your Horse** is kept;
- b) any costs incurred for the destruction of **Your Horse** or disposal of its body;
- c) any loss which results from a vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Accidental External Injury** sustained during the **Period of Insurance**;
- d) any loss which results from an **Illness**;
- e) any loss which results from an **Accidental External Injury** sustained before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- f) any loss which happens more than twelve (12) months after the date the **Accidental External Injury** was sustained;
- g) 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;
- h) malicious or wilful **Accidental External Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care, custody or **Your Horse**;
- i) any loss which results from **Poor Performance**, unless veterinary evidence is provided to establish that **Your Horse** is suffering from an **Accidental External Injury**.

SECTION 2 THEFT OR STRAYING

We will pay the **Sum Insured of Your Horse** (or **Market Value** if less) if **Your Horse** is stolen or **Strays** during the **Period of Insurance** occurring anywhere within the **Geographical Limits** 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.

Extension to this Section

- a) Provided **We** have agreed to pay a claim for theft or **Straying**, **We** will also pay up to GBP150 for irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the loss of **Your Horse**.
- b) Subject to **Our** prior written consent, **We** will also pay GBP150 towards the cost of advertising or reward or other expenditure for each theft or **Straying**.

Exceptions to this Section

We will not pay for:

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

Special Conditions applicable to this Section

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

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

SECTION 3 PERMANENT INCAPACITY

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

Provided that **We** will not pay for the amount of the claim if the **Permanent Incapacity** of **Your Horse** happens more than twelve (12) months after the date the **Injury** was sustained or the **Illness** was contracted or first showed its **Symptoms**.

Extensions to this Section

- a) If treatment to **Your Horse** is in progress at the expiry date of the **Period of Insurance**, cover under this Section will extend up to twelve (12) months from the date of the **Injury**, or the date the **Illness** was contracted or showed its first **Symptoms**. This is providing the claim is notified to **Us** before the expiry or renewal date and the **Injury** or **Illness** occurred before the expiry of the current **Period of Insurance**.
- b) Providing **We** have agreed to pay a claim for permanent incapacity, **We** will also pay up to GBP150 in respect of irrecoverable loss of entry fees paid in advance to show or event organisers, caused by the **Permanent Incapacity** of **Your Horse**.

Exceptions to this Section

We will not pay for:

- a) **Permanent Incapacity** resulting from or arising out of:
 - i) castration unless **We** have given **Our** written consent and castration is the necessary **Veterinary Treatment** to **Your Horse** for an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
 - ii) any other surgical operation unless in an emergency to save the life of **Your Horse** or unless **We** have given **Our** written consent and the surgical operation is necessary **Veterinary Treatment** to **Your Horse** for an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;

- b) disfigurement following **Injury** or **Illness** which renders **Your Horse** unsuitable for showing because of its appearance;
- c) **Permanent Incapacity** arising from abnormalities of **Your Horse's** reproductive organs if kept and insured for breeding, other than those caused by an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- 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 an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance**;
- e) the **Excess** specified in the **Certificate of Insurance**;
- f) **Permanent Incapacity** which results from an **Illness** contracted or which shows its first **Symptoms** in the first fourteen (14) days of the start of **Your Horse's** insurance cover unless this exclusion is stated noted to apply in the Endorsements section of the **Certificate of Insurance**;
- g) **Permanent Incapacity** which results from an **Injury** sustained, or an **Illness** contracted or which shows its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- h) **Permanent Incapacity** of any **Horse** insured on the **Veteran Plan** or any **Horse** aged thirteen (13) years or more at the start of the **Horse's** insurance cover. **Permanent Incapacity** cover will be automatically removed from the Policy at the renewal following **Your Horse's** 13th 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 the **Illness** was contracted or first showed its **Symptoms**;
- j) any amount if **You** have not arranged for all **Veterinary Treatment** considered reasonable by **Our Vet** to achieve recovery of **Your Horse**;

- k) **Your Horse** being barred from participating in shows by virtue of competition regulations;
- l) loss of potential value of **Your Horse** arising from the loss of anticipated **Use**;
- m) **Permanent Incapacity** from any **Activity**, **Use** or purpose not shown as covered in the **Certificate of Insurance**.
- n) any loss which results from **Poor Performance**, unless veterinary evidence is provided to establish that **Your Horse** is suffering from an **Injury** or **Illness**.
- c) If **We** pay a claim under this Section **We** will continue the Policy to expiry but from the date **We** accept the claim, **We** will reduce the **Sum Insured** of **Your Horse** to the residual value without return of **Premium**. **We** will not consider any claim for death of **Your Horse** from the **Injury** or **Illness** causing the **Permanent Incapacity** and will make no further payments for continuing **Veterinary Treatment** or **Complementary Treatment** to the **Injury** or **Illness** causing the **Permanent Incapacity**.
- d) Following acceptance of a claim under this Section prior to settlement, **You** will have **Your Horse** marked in accordance with **Our** requirements and provide **Us** with the appropriate certification showing that the marking has been carried out. This requirement will be waived if **You** decide to euthanise **Your Horse** on economic grounds but before **We** make any payment **You** must provide **Us** with a receipt confirming **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.

Special Conditions applicable to this Section

- a) The **Permanent Incapacity** must be the direct result of an **Injury** sustained or an **Illness** contracted or which showed its first **Symptoms** during the **Period of Insurance**, the **Injury** or **Illness** must be the sole cause of the **Permanent Incapacity** and **You** must advise **Us** in accordance with the **HOW TO MAKE A CLAIM** condition in this Policy Document.
- b) Both **Your Vet** and **Our Vet** must agree that the **Injury** sustained or the **Illness** contracted or which showed its first **Symptoms** in **Your Horse** is the sole cause of the **Permanent Incapacity**. Any disagreement between **Your Vet** and **Our Vet** over the **Permanent Incapacity** of **Your Horse** will be referred to an **Independent Veterinary Expert**. This **Independent Veterinary Expert** will be mutually agreed upon by **You** and **Us** and will act as an arbitrator. The fees for the **Independent Veterinary Expert** will be divided equally between **You** and **Us**.

SECTION 4 VETERINARY SURGEONS' FEES

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

Provided that **We** will not pay the cost of **Veterinary Treatment, Complementary Treatment, Nutraceuticals** or any cost for medicines or other materials prescribed or supplied for use for **Your Horse** which is incurred more than twelve (12) months after the date the **Accidental External Injury** or **Injury** was sustained or the **Illness** was contracted or first showed its **Symptoms**.

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

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

as one single claim.

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

- a) Any subsequent **Accidental External Injury** or **Injury** or **Illness** arising as a complication or consequence of the original set of **Symptoms** or;
- b) arising as a consequence of **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** to the original set of **Symptoms**;

as part of the original claim and not assessed as a new or separate claim.

For the purposes of this Section, 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 medical issues, 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.

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** and **Nutraceuticals** are included within and are 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**, subject to the maximum amount payable under the **Sum Insured** specified in the **Certificate of Insurance**.

Extension applicable to this Section

- a) **We** will pay the cost of **Complementary Treatment** or **Nutraceuticals Your Horse** receives to treat an **Accidental External Injury** or an **Injury** sustained or an **Illness** contracted or which shows its first **Symptoms** during the **Period of Insurance** anywhere within the **Geographical Limits** up to the **Sums Insured** specified 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 the **Excess**.
- c) **We** will cover the costs of treatment prescribed by a **Veterinary Surgeon** following a diagnosis of gastric ulcers by gastroscopy only. Gastrosopes will need to be performed at a maximum of eight (8) week intervals to confirm that gastric ulcers are still present, before **We** will cover further medication. Cover will cease once the gastric ulcers have cleared or the clinical signs have resolved, whichever happens first.

Exceptions to this Section

We will not pay:

- a) the **Excess** or amount of **Co-insurance** specified in the **Certificate of Insurance** for each and every loss;
- b) any costs for **Veterinary Treatment, Complementary Treatment** or **Nutraceuticals** arising from a second veterinary opinion if the treatment has already been undertaken as part of the original veterinarian consultation, unless there is sufficient evidence to warrant repeating;
- c) any costs for diagnosis by full body scintigraphy for which **We** have not given **Our** prior consent;

- d) any costs resulting from or arising out of castration unless such costs were incurred for necessary **Veterinary Treatment, Complementary Treatment or Nutraceuticals** arising from **Accidental External Injury or Injury** or **Illness**;
- e) any costs arising from any surgical operation under a general anaesthetic which were not made aware;
- f) any costs for the removal of wolf teeth;
- g) any costs for any **Veterinary Treatment, Complementary Treatment or Nutraceuticals** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from **Accidental External Injury or Injury** or **Illness**;
- h) any costs of vaccination, any other preventative treatment, including but not limited to medication and/or **Nutraceuticals** to prevent the recurrence of gastric ulcers;
- i) any cost associated with pregnancy or parturition unless certified by a **Veterinary Surgeon** as necessary to save the life of **Your Horse**;
- j) any costs of **Veterinary Treatment, Complementary Treatment or Nutraceuticals** resulting from **Illness** contracted or which shows its first **Symptoms** within fourteen (14) days of the start of **Your Horse's** insurance cover unless this exclusion is stated not to apply in the endorsements section of the **Certificate of Insurance**;
- k) any costs of **Veterinary Treatment, Complementary Treatment or Nutraceuticals** resulting from or arising from an **Accidental External Injury or Injury** sustained, or an **Illness** contracted or which showed its first **Symptoms**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- l) any costs incurred for the destruction of **Your Horse** or the disposal of its body or any **Post-mortem** examination;
- m) any costs associated with **Experimental, Non-Customary or Unproven Treatment** for which **We** have not given **Our** prior written consent;
- n) any costs for **Veterinary Treatment, Complementary Treatment or Nutraceuticals** **Your Horse** receives more than twelve (12) months from the date the **Accidental External Injury or Injury** was sustained or the date the **Illness** was contracted or first showed its **Symptoms**;
- o) 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** was contracted or first showed its **Symptoms**;
- p) any costs for **Veterinary Treatment, Complementary Treatment or Nutraceuticals** that **You** choose to have carried out to **Your Horse** that is not in the opinion of **Our Veterinary Surgeon** required to treat **Accidental External Injury or Injury** or **Illness** including any complications arising from such treatment;
- q) the normal costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- r) 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;
- s) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker and/or treadmill;
- t) the cost of any **Veterinary Treatment, Complementary Treatment or Nutraceuticals** 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** being contracted or showing its first **Symptoms**;
- u) the cost of any **Veterinary Treatment, Complementary Treatment or Nutraceuticals** resulting from taking part in or training for **Use** not shown as covered on the **Certificate of Insurance**;
- v) any administration charges, credit or late payment charges or any other costs that are not fees for **Veterinary Treatment, Complementary Treatment or Nutraceuticals**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** or provider of **Complementary**

Treatment or Nutraceutical including discount for early settlement whether or not payment is within the period specified;

- w) any costs for **Veterinary Treatment, Complementary Treatment or Nutraceuticals** that results from **Poor Performance**, unless veterinary evidence is provided to establish that **Your Horse** is suffering from an **Accidental External Injury, Injury or Illness**.

Special Conditions applicable to this Section

- a) **You** must advise **Us** when the **Veterinary Treatment, Complementary Treatment or Nutraceuticals** starts and subsequently submit all dated **Veterinary Surgeon's**, therapist's and **Farrier's** receipts to **Us** to substantiate the claim. Such receipts must include details of the **Veterinary Treatment, Complementary Treatment or Nutraceuticals** provided.
- b) **You** must advise **Us** if **Your Horse** is to undergo surgery under a general anaesthetic, prior to commencement of the procedure;
- c) Diagnosis by full body scintigraphy must be approved by **Us** prior to commencement of the procedure;
- d) If **Veterinary Treatment, Complementary Treatment or Nutraceuticals** 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 **Accident External Injury or Injury** was sustained or the **Illness** being contracted or showing its first **Symptoms**, providing the claim was notified to **Us** and accepted by **Us** before the expiry or renewal date.

- e) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon** or other authorised provider of **Complementary Treatment, or Nutraceuticals** unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of **Complementary Treatment or Nutraceuticals** **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**.

Veteran Plan – Special Exceptions (in addition to the Exceptions to this Section and Special Conditions applicable to this Section above)
We will not pay for:

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

Veteran Plan - Colic Extension

If **You** have selected and paid the premium for this Extension, should **Your Horse** require **Colic Surgery**, **We** will pay up to the **Sum Insured** stated on the **Certificate of Insurance**, less the **Excess** specified in the **Certificate of Insurance** for each and every loss.

SECTION 4 (A) CRUCIAL COVER

We will pay the fees of a **Veterinary Surgeon** incurred for **Emergency Life Saving Surgery** and **After-care** arising from an **Injury** sustained or an **Illness** contracted or which first showed **Symptoms** during the **Period of Insurance** and occurring anywhere 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**, based on the level of cover **You** have chosen.

The maximum **We** will pay for **After-care** is 50% of the cost of the **Emergency Life Saving Surgery** or 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 in the **Certificate of Insurance** for **Emergency Life Saving Surgery**.

Exceptions to this Section

We will not pay:

- a) the **Excess** specified in the **Certificate of Insurance**;
- b) any costs resulting from or arising out of castration unless such costs were incurred for **Emergency Life Saving Surgery** arising from **Injury** or **Illness**;
- c) any costs for **Livery** or **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 **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 an **Illness** contracted or which first shows **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 the **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**;
- 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** being contracted or first showing **Symptoms**;
- m) 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;
- n) any surgery that is not **Emergency Life Saving Surgery**;
- o) any surgery not performed by a **Veterinary Surgeon** in a school of veterinary medicine or surgical clinic or veterinary hospital;

- p) any **Veterinary Treatment** unless it is given in conjunction to the **Emergency Life Saving Surgery** being claimed for;
- q) any surgery not performed under a general anaesthetic;
- r) any death benefits;
- s) any cost of buying or hiring equipment;
- t) any costs for **Complementary Treatment** or **Nutraceuticals**.

Special Conditions applicable to this Section

- a) Within twelve (12) months of the **Emergency Life Saving Surgery** being performed, **You** must, at **Your** own expense, provide **Us** with:
 - i) a report signed by the treating **Veterinary Surgeon** describing the surgery performed and describing **Your Horse's** condition and;
 - ii) copies of all itemised invoices for which **Your** claim is made.
- b) **We** will not pay a claim unless both **Our Veterinary Surgeon** and **Your Veterinary Surgeon** 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

In the event of theft of, accidental loss of or damage to **Saddlery and Tack** during the **Period of Insurance** occurring anywhere within the **Geographical Limits**;

We will pay at the lesser of:

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

Limit of Liability

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

Special Conditions applicable to this Section

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

Exceptions to this Section

We will not pay:

- a) in the event of accidental loss or damage the first GBP100 or 10% of the amount of each and every loss, whichever is the greater;
- b) in the event of theft:

- i) the first GBP250 or 50% of the amount of each and every loss, whichever is the greater, if no visible or violent force was used to get in or out of a **Locked Building**; or
- ii) the first GBP100 or 10% of the amount of each and every loss whichever is the greater, if visible and violent force was used to get in or out of a **Locked Building**;
- c) any amount arising from loss or damage in respect of wear and tear, depreciation, moth, vermin, mould, rust, or any process of cleaning, repairing, restoring, or renovation, or the action of light or atmospheric conditions or any other progressive cause;
- d) any amount for clothing and personal effects;
- e) any amount for **Horse** rugs and blankets, grooming equipment and clippers;
- f) any amount for loss or theft of **Saddlery and Tack** left unattended unless from:
 - i) a **Locked Building**; or
 - ii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- g) more than GBP500 for any individual item or set of harness unless such item or set of harness is specified in the **Certificate of Insurance** and for which **You** have formal proof of purchase showing make, model, type, purchase price and the date of purchase;
- h) any amount for loss or theft of **Saddlery and Tack** until 30 days without recovery after the loss or theft was reported to **Us**;
- i) any amount for any loss or damage purposefully caused by **You** or any member of **Your** household or **Your** employee or any person who has care custody and control of **Your Horse** with **Your** consent;
- j) any amount if **Your Saddlery and Tack** is used by **You** or any other person or by a riding school for business or professional use except by **You** or **Your** immediate family as a pupil;
- k) any amount to have **Your Saddlery and Tack** adjusted to fit any horse;
- l) any amount in respect of unexplained disappearance or unexplained or inventory shortage.

SECTION 6 LIABILITY

We will indemnify **You** against the following, in respect of any event where this Section applies as stated in the **Certificate of Insurance** in respect of all sums which **You** become legally liable to pay as compensation and claimants' costs and expenses which occur during the **Period of Insurance** occurring anywhere within the **Geographical Limits** and which are caused by or through **Your Horse** arising from:

- a) Public Liability arising from
 - i) Bodily **Injury** to or illness or disease of any persons except:
 - A) arising out of and in the course of employment by **You** under a contract of service or apprenticeship;
 - B) any member of **Your** family;
 - C) any person acting as **Your** agent.
 - ii) Loss of or physical damage to physical property not belonging to **You** or in **Your** charge or under **Your** control or under the control of any member of **Your** family or any person acting as **Your** agent.
- b) all legal costs and expenses incurred, with **Our** written consent, for a claim against **You**;
- c) the payment of solicitor's fees incurred, with **Our** written consent, for representing **You** at proceedings in any Court.

We will also cover:

- a) in the event of **Your** death, **Your Personal Representative** (if applicable);
- b) any person riding, driving, leading or lunging **Your Horse** on **Your** order or with **Your** permission; in respect of legal liability incurred by **You** as stated above.

The Amount of Liability

Irrespective of:

1. the number of parties and/or entities entitled to indemnity;
2. the number of claimants;

the total amount payable, including damages and costs, **We** will pay under this Section including any Extensions in respect of any one event, or all events of a series consequent of one original cause shall not exceed the amount specified in the **Certificate of Insurance**.

Exceptions to this Section

This Policy shall not apply to liability in respect of:

- a) the carrying on of any trade, business or profession or use of **Your Horse** for hire or reward (other than stud fees);
- b) damage to gates, fences or crops whilst **Your Horse** is being driven, ridden or led;
- c) any event which results from **Your** deliberate act or omission, which **You** could have reasonably expected, knowing the nature and circumstances of the act or omission;
- d) pollution or contamination other than that caused by a sudden identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time the incident takes place. **Our** liability for all damages payable in respect of all pollution or contamination which occurred during the **Period of Insurance** will not exceed the limit of liability in the aggregate.

For the purpose of this Exception, pollution or contamination means:

- i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere, and
- ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

Special Conditions applicable to this Section

- a) **You** must make no admission of liability or offer promise or payment without **Our** written consent. If **You** do so, this could adversely affect **Your** claim.
- b) **You** must inform **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and immediately send **Us** every relevant document. If **You** fail to do so, this could adversely affect **Your** claim.
- c) **We** pay to **You** the maximum sum payable under this Sections in respect of any event or any lesser sum for which the claim or claims arising from such event can be settled and **We** shall not be under any further liability in respect of that event except for the payment of costs and expenses of litigation incurred prior to such payment.

SECTION 7 PERSONAL ACCIDENT AND DENTAL TREATMENT (DEFINED BENEFITS)

We will pay compensation, for the specific defined benefit amount as set out in the Schedule of Benefits below, to **You** or any other person riding or driving **Your Horse** with **Your** permission, if **You** or the person sustains accidental bodily **Injury** which gives rise to one of the consequences set out in the Schedule during the **Period of Insurance** occurring anywhere within the **Geographical Limits** whilst:

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

Schedule of Benefits

For:	Compensation:
a) Death:	The Sum Insured specified in the Certificate of Insurance .
b) Total and permanent disablement which prevents the injured person from being able to carry out any type of employment or occupation:	The Sum Insured specified in the Certificate of Insurance .
c) Amputation or total and permanent loss of use of one or more hands or feet, or the total and permanent loss of all sight in one or both eyes	The Sum Insured specified in the Certificate of Insurance .
Under a), b) or c) above for persons aged under sixteen (16) years or over seventy-five (75) years:	GBP 2,500.
d) Dental treatment:	The Sum Insured specified in the Certificate of Insurance .

Limit of Liability

The amount **We** will pay to any one person for one incident will not exceed the **Sum Insured** specified in the **Certificate of Insurance** and only one **Sum Insured** (which will be the highest applicable **Sum Insured** if more than one consequence of **Injury** has resulted) is payable as a result of any one incident and only one **Sum Insured** is payable as a result of any one incident.

Special Conditions applicable to this Section

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

Exceptions to this Section

We will not pay for:

- a) death, disablement or dental treatment sustained:
 - i) whilst under the influence of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction;
 - ii) by any act of self injury or suicide;
 - iii) by deliberate exposure to exceptional danger unless in an attempt to save human life;

- b) any consequence of:
 - i) pregnancy or childbirth;
 - ii) previous physical defect, infirmity or medical condition unless it has been declared to, and accepted by **Us**;
- c) any **Injury** arising directly or indirectly, by, though, or in connection with the carrying on of any trade, employment, business or profession except **Injury** to **You** or **Your** immediate family when receiving riding tuition as a pupil;
- d) any **Injury** caused by or resulting from, accidents occurring whilst **Your Horse** is engaged in racing of any kind;
- e) death, disablement or dental treatment occurring more than twelve (12) months after the **Injury** happened;
- f) disablement until twelve (12) months after the **Injury** happened.
- g) any **Injury** sustained before the insurance cover started or any pre-existing condition;
- h) any disablement (unless specified in the Schedule of Benefits part (c)) which does not cause the injured person to be unable to carry out any type of employment or occupation.

SECTION 8 (A) HORSE TRAILER

Theft, Accidental Loss or Damage

As a result of theft of, accidental loss of, destruction of or damage to **Your Horse Trailer** happening during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**, **We** will pay the lesser of:

- 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** shown in **Your Certificate of Insurance**, if less) of **Your Horse Trailer**.

Extension to this Section

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

Exceptions to this Section

We will not pay:

- a) any loss or damage which is insured by any other insurance policy;
- b) 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;
- c) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- d) any costs for accidental loss or damage arising where **Your Horse Trailer** is being used for any trade, business or profession or for hire or reward;

- e) any costs for accidental loss or damage which results from **Your** deliberate act or omission, which **You** could reasonably have expected, having regard to the nature and circumstances of the act or omission;
- f) for loss of **Your Horse Trailer** by theft whilst left unattended, unless at the time of the loss it is fitted with a wheel clamp, or tow hitch lock or stolen from a **Locked Building**. **Note: If Your Horse Trailer is not stored in a Locked Building then the use of a padlock and chain only is not deemed to be sufficient protection.**

Special Conditions applicable to this Section

- a) **You** will as soon as practicable provide **Us** with two detailed estimates of the cost of any repair.

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

SECTION 8 (B) HORSE TRAILER LIABILITY TO THIRD PARTIES

We will indemnify **You** against the following in respect of any event where this Section applies arising from **Your** use or ownership of **Your Horse Trailer** in respect of all sums which **You** become legally liable to pay as compensation and claimants' costs and expenses which occur during the **Period of Insurance**, occurring anywhere within the **Geographical Limits** and which are caused by or through **Your Horse Trailer** arising from:

- a) Public Liability arising from
 - i) Bodily **Injury** to or illness or disease of any persons except:
 - A) arising out of and in the course of employment by **You** under a contract of service or apprenticeship;
 - B) any member of **Your** family;
 - C) any person acting as **Your** agent.
 - ii) Loss of or physical damage to physical property not belonging to **You** or in **Your** charge or under **Your** control or under the control of any member of **Your** family or any person acting as **Your** agent.
- b) all legal costs and expenses incurred, with **Our** written consent, for a claim against **You**;
- c) the payment of the solicitor's fees incurred, with **Our** written consent, for representing **You** at proceedings in any Court.

We will also cover:

- a) in the event of **Your** death, **Your** personal representative;
- b) any person using **Your Horse Trailer** on **Your** order or with **Your** permission; in respect of legal liability incurred by **You** as stated above.

The Amount of Indemnity

Irrespective of:

- 1. the number of parties and/or entities entitled to indemnity;
- 2. the number of claimants;

the total amount payable, including damages and costs, **We** will pay under this Section including any Extensions in respect of any one event, or all events of a series consequent of one original cause shall not exceed the amount specified in the **Certificate of Insurance**.

Exceptions to this Section

This Policy shall not apply to liability in respect of:

- a) the carrying on of any trade, business or profession or use of **Your Horse Trailer** for hire or reward;
- b) any event which results from **Your** deliberate act or omission, which **You** could have reasonably expected, knowing the nature and circumstances of the act or omission;
- c) any event caused directly or indirectly by or through any motor vehicle which the **Horse Trailer** is drawn by or to which it is attached;
- d) bodily injury, loss or damage which is the subject of any statutory or compulsory insurance requirement;
- e) pollution or contamination other than that caused by a sudden identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time the incident takes place. **Our** liability, for all damage, payable in respect of all pollution or contamination, which occurred during the **Period of Insurance** will not exceed the limit of liability in the aggregate.

For the purpose of this exclusion, pollution or contamination means:

- i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere; and
- ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

Special Conditions applicable to this Section

- a) **We** will only provide indemnity under this Section when **You** have selected and paid the **Premium** for Section 6 Liability and Section 8 (A) Horse Trailer of this Policy.
- b) In respect of a claim/s arising from any event to which this Section applies, **We** may pay **You**
 - i) the maximum sum payable under this Section, after deduction of any amount of the claim already paid; or
 - ii) such lesser sum for which the claim or claims can be settled.

After such payment, **We** shall not be under any further liability in respect of the event giving rise to the settled claims.

SECTION 9 (A) HORSE DRAWN VEHICLES

Theft, Accidental Loss or Damage

As a result of theft of, accidental loss of, destruction of or damage to **Your Horse Drawn Vehicle** happening during the **Period of Insurance** and occurring anywhere within the **Geographical Limits**, **We** will pay the lesser of:

- 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** as shown in the **Certificate of Insurance** if less) of **Your Horse Drawn Vehicle**.

Extension to this Section

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

Exceptions to this Section

We will not pay:

- a) any loss or damage which is insured by any other insurance policy;
- b) 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;
- c) the **Excess** specified in the **Certificate of Insurance** for each and every loss;
- d) any costs for accidental loss or damage arising where **Your Horse Drawn Vehicle** is being used for any trade, business or profession or for hire or reward or racing;

e) any costs for accidental loss or damage which results from **Your** deliberate act or omission, which **You** could reasonably have expected, having regard to the nature and circumstances of the act or omission;

f) for loss of **Your Horse Drawn Vehicle** by theft whilst left unattended, unless at the time of the loss it was stolen from a **Locked Building**.

Special Conditions applicable to this Section

a) **You** will as soon as practicable provide **Us** with two detailed estimates of the cost of any repair.

We reserve the right to seek alternative estimates.

b) If **You** have not insured **Your Horse Drawn Vehicle** for its full value **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have insured **Your Horse Drawn Vehicle** for represents.

c) **You** must notify the police as soon as **You** become aware **Your Horse Drawn Vehicle** has been lost, stolen or deliberately damaged. If **You** fail to do so, **We** will decline **Your** claim.

d) If following loss or theft **Your Horse Drawn Vehicle** is found **You** must immediately repay the full amount **We** have paid **You**.

SECTION 9 (B) HORSE DRAWN VEHICLES LIABILITY TO THIRD PARTIES

We will indemnify **You** against the following, in respect of any event where this Section applies arising from **Your** use or ownership of **Your Horse Drawn Vehicle** in respect of all sums which **You** become legally liable to pay as compensation and claimants' costs and expenses which occur during the **Period of Insurance**, occurring anywhere within the **Geographical Limits** and which are caused by or through **Your Horse Drawn Vehicle** arising from:

- a) Public Liability arising from
 - i) Bodily **Injury** to or illness or disease of any persons except:
 - A) arising out of and in the course of employment by **You** under a contract of service or apprenticeship;
 - B) any member of **Your** family;
 - C) any person acting as **Your** agent.
 - ii) Loss of or physical damage to physical property not belonging to **You** or in **Your** charge or under **Your** control or under the control of any member of **Your** family or any person acting as **Your** agent.
- b) all legal costs and expenses incurred, with **Our** written consent, for a claim against **You**;
- c) the payment of the solicitor's fees incurred, with **Our** written consent, for representing **You** at proceedings in any Court.

We will also cover:

- a) in the event of **Your** death, **Your** personal representative;
- b) any person using **Your Horse Drawn Vehicle** on **Your** order or with **Your** permission; in respect of legal liability incurred by **You** as stated above.

The Amount of Indemnity

Irrespective of:

- 1. the number of parties and/or entities entitled to indemnity;
- 2. the number of claimants;

the total amount payable, including damages and costs, **We** will pay under this Section including any Extensions in respect of any one event, or all events of a series consequent of one original cause shall not exceed the amount specified in the **Certificate of Insurance**.

Exceptions to this Section

This Policy shall not apply to liability in respect of:

- a) the carrying on of any trade, business or profession or use of **Your Horse Drawn Vehicle** for hire, racing or reward;
- b) any event which results from **Your** deliberate act or omission, which **You** could have reasonably expected, knowing the nature and circumstances of the act or omission;
- c) bodily injury, loss or damage which is the subject of any statutory or compulsory insurance requirement;
- d) pollution or contamination other than that caused by a sudden identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time the incident takes place. **Our** liability, for all damage, payable in respect of all pollution or contamination, which occurred during the **Period of Insurance** will not exceed the limit of liability in the aggregate. For the purpose of this Exception, pollution or contamination means:
 - i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere; and
 - ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

Special Conditions applicable to this Section

- a) **We** will only provide indemnity under this Section when **You** have selected and paid the **Premium** for Section 6 Liability and Section 9 (A) Horse Drawn Vehicles of this Policy.
- b) In respect of a claim/s arising from any event to which this Section applies, **We** may pay **You**
 - i) the maximum sum payable under this Section, after deduction of any amount of the claim already paid; or
 - ii) such lesser sum for which the claim or claims can be settled.

After such payment, **We** shall not be under any further liability in respect of the event giving rise to the settled claims.

SECTION 10 RESCUE FEES

We will pay the reasonable costs incurred by **You** arising from the attempted rescue or recovery of **Your Horse** by a fire and rescue service during the **Period of Insurance** and occurring anywhere within the **Geographical Limits** up to the **Sum Insured** specified in the **Certificate of Insurance**.

Special Conditions applicable to this Section

- a) Within twelve (12) months of the attempted rescue or recovery being performed, **You** must, at **Your** own expense, provide **Us** with:
 - i) a written letter from the fire and rescue service confirming the date, details of the attempted rescue or recovery and description of **Your Horse's** identification; and
 - ii) copies of the itemised invoice/receipt showing the date and fee amount for which **Your** claim is made.

SECTION 11 (A) DISPOSAL FEES

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**.

Exception to this Section

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

SECTION 11 (B) FAREWELL COVER - VETERAN PLAN

Where a claim has not been accepted under Section 1 (B) Death of the Horse – Veteran Plan of the Policy **We** will pay up to a maximum of GBP50 to reimburse costs incurred in connection with the disposal of **Your Horse's** body arising from death or **Humane Destruction** occurring during the **Period of Insurance** occurring anywhere within the **Geographical Limits**.

Special Conditions applicable to this Section

- a) Within twelve (12) months of the death or **Humane Destruction** of **Your Horse** **You** must at **Your** own expense, provide **Us** with:
 - i) a report signed by the attending **Veterinary Surgeon** describing the circumstances surrounding the death or **Humane Destruction** and **Your Horse's** condition and identification; and
 - ii) copies of the itemised invoice/receipt showing the date and fee amount for which **Your** claim is made.

Exceptions to this Section

We will not pay:

- a) any costs relating to **Humane Destruction**;
- b) 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;
- c) loss which results from any **Pre-Existing Condition**.

COMPLAINTS HANDLING PROCEDURE

Convex Insurance UK Limited's aim is always to provide **You** with the best possible service. If **You** feel they have not provided that service or made an error, then please advise them in the first instance. Convex Insurance UK Limited will take **Your** complaint seriously and do their best to investigate and resolve it as quickly as possible. The following Complaints handling procedure has been established to ensure that this happens.

Step 1

Tell **Us** about it. There are different ways **You** can do that.

1. Communicate with SEIB. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

You can contact SEIB by email, telephone, or letter:

complaints@seib.co.uk
Tel: +44 (0)1708 850000

SEIB Insurance Brokers Ltd, South Essex House,
North Road, South Ockendon, Essex,
RM15 5BE, United Kingdom

2. Contact the complaints team:
complaints@convexin.com
Tel: +44 (0)7919 603210
Convex Insurance UK Limited, 52-54 Lime Street,
London EC3M 7AG, United Kingdom

Convex Insurance UK Limited will acknowledge **Your** complaint promptly and they will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

Step 2

Convex Insurance UK Limited aim to resolve **Your** complaint as soon as possible. If it is complicated or they need to investigate the circumstances further then they may not be able to resolve it straight away and it may take longer depending on its complexity. Convex Insurance UK Limited aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If they cannot do so then they will tell **You** why it is taking more time and let **You** know what they are doing and how long they expect it will take to resolve.

Step 3

If **You** are not happy with Convex Insurance UK Limited's response or actions and feel that the matter

has not been resolved to **Your** satisfaction, then there are two options to take it further.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which **You** must contact the FOS. Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of **Your** complaint, at the most, depending on what **You** are complaining about. **You** need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to **Your** complaint.

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

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

Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: lorraine@convexin.com
or write to the following address:

Convex Insurance UK Limited,
52-54 Lime Street,
London EC3M 7AG,
United Kingdom

Our commitment

All complaints are reported to and overseen by the Chief Compliance Officer. If Convex Insurance UK Limited get a complaint or have done something wrong or failed to do something well, they will do their best to put it right and to learn from it by root cause analysis (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them then to address the causes of the complaints as explained further). Convex Insurance UK Limited will make sure that they investigate and establish what went wrong and why. Convex Insurance UK Limited will then work out what they need to do to prevent that happening in the future and also consider whether any other customers could have been affected. Irrespective of whether they have had complaints, Convex Insurance UK Limited will report regularly on complaints and root cause analysis and remediation in their management information to the executive management committees and to the Board of Convex Insurance UK Limited.

Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the Scheme if Convex Insurance UK Limited is unable to meet its obligations under this Policy of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. 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

FINANCIAL SERVICES COMPENSATION SCHEME

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

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Tel: 020 7741 4100,
0800 678 1100

Fax: 020 7741 4101

Website: www.fscs.org.uk

FAIR PROCESSING NOTICE - CONVEX INSURANCE UK LIMITED

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "**We**", "**Us**" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, 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 Convex Insurance UK Limited 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 because 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 Convex Insurance UK Limited for these purposes with other group companies and third parties, 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.

Your Rights Regarding Your Personal Information

You have certain rights regarding your personal information, under 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 the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF.
United Kingdom

We are committed to working with **You** to obtain a fair resolution of any concern about privacy. If, however, **You** believe that **We** have not been able to assist with your concern, **You** have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how **We** process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact **Us** at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

SEIB INSURANCE BROKERS LIMITED DATA PRIVACY NOTICE

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

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

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

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

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Call 0345 450 7884

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

