



Horseowners' Legal Protection.

Policy Document



Call 01708 850 0000

www.seib.co.uk   

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

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

SEIB

INSURANCE BROKERS.

Over 50 years of excellent service

Horseowners' Legal Protection

How to take out Horseowners' Legal Protection

Simply pay the premium to SEIB Insurance Brokers Limited (SEIB) when arranging Horse & Pony or Sport Horse insurance through them. Your cover will be issued and will run for 12 months. Horseowners' Legal Protection is only available when you buy and maintain your Horse & Pony or Sport Horse insurance from SEIB. This document details the terms of the Policy and explains how to use the Helplines and make a claim.

Helplines

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

Legal & Tax Advice

In the event of a legal or tax problem **we** would strongly recommend that you initially take advantage of **our** confidential legal and tax advice service available under this policy; the only cost to you is a standard rate call. The advice covers consumer legal matters within UK and EU law or tax matters within the UK. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

Legal advice is available 24/7 while tax advice is available 9am-5pm Monday to Friday. You can get advice by telephoning **0344 571 7976**. Use of this service does not constitute reporting of a claim.

Consumer Legal Services

Register today at:

www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters. For example, you can create a contract for the sale of your horse or pony.

Claims Procedure

Potential claims must be notified as soon as possible to the Claims Helpline by telephoning **0330 303 1955** and confirmed by completing a claim form which **we** will send to you.

IMPORTANT

This is "claims made" legal expenses insurance which means that subject to the terms of this Policy, **you** are covered for claims under this insurance as long as during the **Period of Insurance**:

- a. **you** become aware; and
- b. **you** notify **us**;
of an event which may give rise to such a claim;
- c. applied to claims occurred policies. Provided **you** are unaware of the circumstances before the Policy starts **we** will cover claims made during the **Period of Insurance**.

Claims Procedure

Telling **us** about **your** claim:

- 1) If **you** need to make a claim, **you** must notify **us** as soon as possible.
- 2) If **you** instruct **your** own solicitor without telling **us**, **you** will have to pay for costs that are not covered by this Policy.
- 3) A claim form can be downloaded at **www.arag.co.uk/newclaims**, or requested by telephoning **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out on the claim form itself.

What happens next?

- 1) **We** will send **you** a written acknowledgment by the end of the next working day after receiving **your** claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the Policy, **we** will write to **you** either:
 - a) confirming cover under the terms of this Policy and advising **you** of the next steps to progress **your** claim; or
 - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 3) When a representative is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of **your** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Privacy Statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement please see **our** website **www.arag.co.uk**

The **insurer's** full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfill **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfill these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this Policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

DATA PRIVACY NOTICE FOR SEIB

Your privacy is important to SEIB. SEIB will process **your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which may be held about **you** or processed is SEIB who **you** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on **01708 850 000** or email dataprotection@seib.co.uk

SEIB 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 and business management. This may involve sharing **your** personal data with, and obtaining information about **you** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **your** personal information is protected.

SPECIAL CATEGORIES OF DATA

In order to provide **your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **your** consent to process this information. If **you** do not consent to SEIB processing this information SEIB may be unable to provide **your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **your** consent may mean SEIB are unable to continue providing **your** cover meaning **your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **your** Policy is cancelled.

Where SEIB have **your** consent, SEIB may market their services to **you** or provide **your** personal data to their 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 SEIB.

FRAUD PREVENTION

SEIB may check **your** details with various fraud prevention and credit reference agencies. If **you** make a claim, SEIB will share **your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

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

FURTHER INFORMATION

For further information on how **your** personal data is used and **your** rights in relation to **your** personal data please refer to SEIB's Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB's Data Protection Officer.

Definitions

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

Appointed Advisor

The solicitor, mediator or other advisor appointed by **us** to act on **your** behalf under this Policy.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between **you** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Insured Horse/Pony

The horse and/or pony declared to and accepted by the insurer of the Horse & Pony or Sport Horse insurance Policy.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal Costs & Expenses

- 1) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3
- 2) Other side's costs, fees and disbursements incurred in civil claims where **you** have been ordered to pay them or pays them with **our** agreement.

Limit of Cover

The **Insurer** will pay up to £50,000 for all claims under this Policy that arise from one or more INSURED EVENTS occurring at the same time or from the same cause.

Period of Insurance

The period which is shown in **your** Horse & Pony or Sport Horse insurance Policy, provided that cover under that Policy remains in force.

Policy Period

The period of legal expenses cover administered by **us** starting with the date on which **you** first took out the Horse & Pony or Sport Horse insurance Policy and ending with the expiry of the **Period of Insurance** as long as there has been no break in cover at any stage.

Reasonable Prospects of Success

A greater than 50% chance of successfully pursuing or defending the claim. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

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

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

Territorial Limits

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

We, us, our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You, your

A person who at the time of an event falls into the following class of persons:

Sections 1 & 2: the person or persons, partnership, corporation or organisation named in the Horse & Pony insurance Policy Certificate of Insurance or Sport Horse insurance Policy Schedule of Insurance or the rider authorised by those named in the Certificate of Insurance/Schedule of Insurance to ride the **Insured Horse/Pony**:

Section 3: the person or persons, partnership, corporation or organisation named in the Horse & Pony insurance Policy Certificate of Insurance or Sport Horse insurance Policy Schedule of Insurance only.

YOUR POLICY COVER

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

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

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

INSURED EVENTS COVERED

1. Personal Injury

An accident which is the fault of another party and which causes **your** death or personal injury, while **you** are riding, mounting, dismounting, caring for or leading the **Insured Horse/Pony**.

What is not insured under insured event 1

Any claim arising from or relating to:

1. mental injury, nervous shock, depression or psychological symptoms where the **you** have not sustained physical injury to **your** body;
2. a contract entered into by **you**;
3. defending any claim other than an appeal.

2. Claiming back losses arising from injury to the Insured Horse/Pony and property damage

Following an event that damages **your** property or injures or kills the **Insured Horse/Pony** while **you** are riding, mounting, dismounting, caring for or leading the **Insured Horse/Pony**: **We** will claim back losses not otherwise insured under **your** Horse & Pony or Sport Horse insurance Policy, including but not limited to;

- a. damage to tack and personal possessions;
 - b. any excess **you** have to pay under **your** Horse & Pony or Sport Horse insurance Policy;
 - c. expenses incurred;
- from the person responsible.

What is not insured under insured event 2

1. **We** will not claim back losses which are covered by **your** Horse & Pony or Sport Horse insurance Policy.
2. Any claim arising from or relating to a contractual agreement.
3. Defending a claim that arises from injury to the **Insured Horse/Pony** or following the loss of or damage to **your** property.

Note - the intention is to pursue ULR claims for injury to the horse, and to property, that arises from an accident that results in death or injury to the horse.

3. Contract

A dispute arising out of an agreement or alleged agreement **you** have entered into for; buying or privately selling

- (i) the **Insured Horse/Pony**
- (ii) tack, feed, equipment or other goods that benefit the **Insured Horse/Pony** or which are needed to ride or care for it
- (iii) the loan of the **Insured Horse/Pony**
- (iv) the purchase of services in connection with the **Insured Horse/Pony**
- (v) the lease or licence to occupy stabling, paddock or land on which to keep the **Insured Horse/Pony**

The contract for the goods or services must have been made after the start of the **Policy Period** and at least £100 must be in dispute.

What is not insured under insured event 3 Any claim arising from or relating to:

- 1) financial loans
- 2) business, venture for gain, profession or employment
- 3) a settlement due under an insurance policy
- 4) a. construction work on any land, designing or converting buildings where the value of the contract exceeds £10,000, or
b. the purchase, sale, loan of the **Insured Horse/Pony** where the value of the contract exceeds £50,000

WHAT IS NOT INSURED UNDER THIS POLICY

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

- 1) **Legal Costs & Expenses** incurred without **our** consent
- 2) any actual or alleged act, omission or dispute happening prior to, or existing at the start of the Policy, and which **you** knew or ought reasonably to have known could give rise to a claim under this Policy
- 3) an amount below £100
- 4) an allegation or prosecution against **you** involving:
 - a) assault, violence or dishonesty;
 - b) malicious falsehood;
 - c) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - d) illegal immigration;
 - e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5) a dispute with a member of **your** family
- 6) an insured event arising from **your** deliberate or reckless act
- 7) fines, penalties or compensation awarded against **you**
- 8) a judicial review
- 9) a dispute with **us** or the **Insurer** or the company that sold **you** this Policy
- 10) defamation
- 11) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
c) war, invasion, act of foreign enemy hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in funding, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
- 12) a group litigation order
- 13) **your** participation in racing where this is **your** profession.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Where the **Insurer's** risk is affected by **your** failure to keep to any of these conditions the **Insurer** may cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **you** if this happens.

1. Your Responsibilities

You must

- a) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- b) tell **us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **your** favour
- c) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require, and keep them updated with progress of the claim
- d) take reasonable steps to recover **Legal Costs & Expenses** and where recovered pay to the **Insurer**
- e) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- f) keep any **Legal Costs & Expenses** as low as possible
- g) allow the **Insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 b) below, **you** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
- b) **You** may choose an **Appointed Advisor** if:
 - i) **we** agree to start proceedings or proceedings are issued against **you**, or
 - ii) there is a conflict of interest.
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **Insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms).
- d) If the **Appointed Advisor** refuses, with good reason, to continue acting for **you**, if **you** dismiss the **Appointed Advisor** without good reason, or **you** withdraw from the claim without **our** agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for **you**, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**.
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with **you** or a **Collective Conditional Fee Agreement** with **us** if a claim under insured event 1 or 3 where legally permitted.

3. Consent

You must agree to **us** having sight of the **Appointed Advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** and **our** appointed agent to have sight of their file for auditing and quality control purposes.

4. Settlement

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

5. Barrister's Opinion

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

6. Disputes

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

7. Other Insurance

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

8. Fraudulent claims and claims tainted by dishonesty

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

9. Cancellation

- a) **You** may cancel the Policy within 14 days of the date of issue of this Policy with a full refund of the premium paid provided **you** have not made a claim under the Policy which has been accepted.
- b) **You** may cancel this Policy at any time by giving at least 14 days' notice to **us**. The **Insurer** will not give **you** a refund of the premium **you** have paid for the unexpired period.
- c) Where there is a valid reason for doing so, the **Insurer** has the right to cancel the Policy at any time by giving at least 14 days' written notice to **you**. The **Insurer** will not give **you** a refund of the premium **you** have paid for the unexpired period. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **Appointed Advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **Insurer's** interests;
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers;
 - iii) where **we** reasonably suspect fraud.

The **Insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament & Jurisdiction

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

This policy will be governed by English Law.

11. Contracts (Rights of Third Parties) Act 1999

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

Complaints Procedure

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

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

Step 1

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

Step 2

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

Telephone: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Address: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 3

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Telephone: 0800 0234 576 or 0300 123 9123

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

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

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



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INSURANCE BROKERS.

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