

GENERAL NOTES

Disclosing material facts

You are obliged to inform **us** of any **material fact** that affects the risks **we** insure. If **you** are in any doubt whether a fact is material, **you** should disclose it.

Policy term

Policy term is as agreed and stipulated in the policy schedule and is one of the following:

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually.

Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.

Automatic renewal is subject to receipt of premium.

Renewals

These terms and **conditions** include a provision that **your** insurance cover will automatically renew at the end of the insured term unless **you** specifically tell **us** that **you** do not wish for **your** insurance to renew.

By agreeing to these terms and **conditions**, **you** are also confirming that upon each renewal of **your** policy, unless **you** tell **us** otherwise, **you** want **us** to make the following changes to the terms of **your** insurance:

- (a) Such changes as **we** believe, in good faith:
 - (i) are appropriate for the type of policy **you** hold with **us**; and
 - (ii) will produce an overall benefit for **you**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **we** believe, in good faith, **we** have a valid reason to make. Those changes may include:
 - (i) changes made to clarify the terms of the policy;
 - (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
 - (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

We do appreciate, however, that when the time comes **you** may not want **us** to make those changes, and **we** explain below the protections **we** will put in place to ensure that **you** have an opportunity to consider those changes and to refuse them, should **you** wish to do so, before **your** insurance is renewed.

We will always provide **you** with full written details of

any changes which **we** intend to make to the terms of **your** insurance cover at least 21 days before **your** policy is due for renewal, which is when those changes would be due to take effect. **We** will not be entitled to make any changes unless **we** provide **you** with those details within that time-frame.

You will then have the right to tell **us**, within 14 days of receiving those written details, that **you** do not wish **your** policy to be changed in the manner notified to **you**. If **you** exercise that right, **we** will give **you** the opportunity to either:

- (a) renew **your** policy without any changes;
- (b) renew **your** policy subject to any alternative changes which **we** may offer to **you**; or
- (c) not renew **your** policy at all.

You can also cancel **your** policy at any time in any case. Full details relating to **your** cancellation rights are set out in the policy terms.

Emergency Claims Helpline - 03300 243 438

This service is available to **you** FREE as a valued policyholder. The helpline is open all year round except Christmas Day and Boxing Day. It offers a personal contact (Mon-Fri 8.00am-8.30pm, Sat 8.30am-5.00pm & Sun 9.00am-4.00pm) providing assistance, advice and information in an emergency. **You** can also phone the helpline to request claim forms. Outside these hours a swift-action answerphone service is also available.

INTRODUCTION AND YOUR PROMISE TO US

We have pleasure in introducing this insurance policy from E&L®, for people who ride but do not own **horses** or ponies. **We** hope **you** will be pleased with the level of cover and the service **we** are offering.

The policy provides cover for the person named on the policy schedule between the age of 5 and 65 years.

What you should do

The policy sets out the cover **we** provide. Please read the policy as soon as **you** receive it. If **you** do not keep to the **conditions**, **your** policy could become void or **we** may not be able to accept liability for a claim. If **you** are not entirely happy with the policy, please return it to **us** within 14 days without making a claim. **We** will then cancel the policy and refund the whole of the premium.

The policy may contain new benefits, terms and **conditions**. If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read the policy carefully as it may differ from what **you** have seen before. It is up to **you** to make sure that the entire policy and schedule meet **your** needs. **You** must tell **us** immediately if this is not the case. Particular points about the cover

This policy is a fixed-term contract of insurance, not a continuous permanent health policy.

We only insure **you** when **we** accept a satisfactory proposal form and issue a schedule, and when **you** have paid us the correct premium before the start date

of the period of the insurance or within 28 days if **we** allow a credit period to an insurance intermediary. If **we** are told about any claims under the policy in any period of insurance, **we** will not have to return any part of the premium for that period.

The proposal form **you** fill in is the basis of this contract. **We** provide insurance under the policy for those specific sections in the schedule (or any endorsement) for events that occur anywhere in the United Kingdom, Channel Islands or Isle of Man during the period of insurance.

The policy schedule is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. **We** will not be liable for more than the limit of cover shown in the relevant part of the schedule. If **you** ask, **we** may agree to change any part of the policy.

The policy depends on the warranties (promises), **conditions** and exclusions stated in it, and any optional extensions paid for. **Your** intermediary will not become our intermediary for giving notice about any claims or any other matter. If **you** ask, **we** may agree to change any part of the policy.

Your promises

You promise that to the best of **your** knowledge and belief, the insured **horse** is sound and in good health at the start or renewal of insurance or any endorsement, and the insured **horse** has had no **illnesses** (including previous bouts of colic), injuries, behavioural difficulties, vice or physical disabilities.

You promise that no insured **horse** or pony will be used for any purpose not mentioned under the type of use. A breach of this promise will mean that **we** are not liable for any claim.

A breach of either promise will cancel all cover from the start of the policy year in which the breach first arose.

Types of use available (please check the schedule)

- A. Hacking, mounted games/gymkhanas, showing, driving, Pony Club & Riding Club (excluding cross country), breeding, showjumping, dressage, heavy **horses**, western riding, foals over 30 days.
- B. As above plus hunting, hunter trials, drag hunting, polo, polorosse, long distance/endurance riding, cross country, **horse** ball, trec, vaulting, team chasing, jump cross, rodeo and barrel racing.
- C. As 'B', plus point-to-point, advanced **horse** trials, hunter chasing, trotting racing, arab racing.

This is a master policy wording showing all Sections of cover available for this type of insurance. Some sections of cover offered may not apply to **your** insurance. Please check **your** policy schedule to see what sections of cover are applicable to **your** insurance cover. A policy **excess** applies to all Sections of cover unless stated differently in the policy schedule.



Francis Martin

Chief Executive Officer
Signed on behalf of The Equine and Livestock
Insurance Company Limited.

DEFINITIONS

Clinical signs - changes in the horse's normal healthy state, **condition**, appearance, its bodily functions or behaviour.

Condition - all **clinical signs** of **injury** or **illness** resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

Excess - the amount **you** must pay towards each and every claim. Separate excesses will be applied to each **condition**. If claims are made under more than one section of cover an **excess** will apply to each section of cover under which a claim is made.

Horse - the **horse** or pony identified as insured in the policy schedule.

Illness - physical disease, sickness, infection or failure which is not caused by **injury**.

Immediate family - **your** spouse or person living with **you**, children and parents.

Injury - external, visible, physical damage or trauma caused by an accident.

Loss of both limbs - means either having both arms physically cut off (includes complete and irrecoverable loss of use) of same above the elbow or having both legs physically cut off (includes complete and irrecoverable loss of use) of same above the knees.

Material Fact - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review

Period of insurance - for yearly policies, a period of 365 days from the start of the policy or the last renewal; for monthly policies, 28 days, unless agreed otherwise.

Treatment - any consultation, examination, advice, tests, x-rays, medication, surgery, nursing care provided by a veterinary practice or qualified practitioner recommended by **your** vet.

Total permanent loss of sight - means in both eyes.

We - The Equine and Livestock Insurance Company Limited.

You - the policyholder or any person this insurance applies to.

SECTION 1 - DEATH OR SLAUGHTER OF HORSE

Cover

We pay up to the market value or the sum insured shown in the schedule (whichever is less) if a **horse**:

- dies; or
- is put down (euthanasia) for humane reasons because of an **injury** or **illness** that happened or

started during this period of insurance. The death must occur during the same **period of insurance** or within 365 days of the onset of the claimed **condition**. **We** will take into account the probable carcass value. **You** must tell us immediately in writing of the **injury** or **illness**, before this policy period ends or within 28 days after that.

Exclusions

1. Euthanasia without our permission, unless the attending veterinary surgeon believes the **horse** is suffering because of:
 - (a) fractured leg, pelvis or vertebrae; or
 - (b) wound to the chest or abdominal cavity that causes permanent damage to vital organs or suffering due to ANY occurrence which is so bad that the **horse** needs euthanasia on IMMEDIATE humane grounds.
2. Euthanasia in order to meet a by-law or regulation, or an order of a public authority or similar governing body, or related to a notifiable **illness**.
3. Euthanasia for economic or financial reasons.
4. The cost of euthanasia, unless an amount is shown in the policy schedule.
5. Death as a result of an **illness** for a **horse** aged 15 years and older.
6. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.

SECTION 2 – PUBLIC LIABILITY

Cover

We insure **you** up to the amount specified in the schedule in respect of:-

- amounts **you** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent

for claims made against **you** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** and caused by or through **your** use of the **horse** specified in the schedule.

LIABILITY OF USE (ONLY AVAILABLE IF SPECIFIED IN THE POLICY SCHEDULE)

We insure **you** up to the amount specified in the schedule in respect of amounts **you** become legally liable to pay for claims made against **you** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** and caused by or through **your** use of a **horse** other than that specified in the schedule.

NOTE: In this section only "**you**" extends to include anyone riding or handling the **horse** with the named policyholder's permission or consent.

Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send us every piece of correspondence and document **you** receive without replying to it.
3.
 - (a) **You** must allow us to take over and conduct in **your** name the defence or settlement of any claims for our own benefit;
 - (b) **You** must allow us to take proceedings in **your** name, at our own expense and for our own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
4.
 - (a) For any claim or a series of claims **we** may at any time pay **you** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for;
 - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment; up to the limit of the indemnity specified in the schedule.

Exclusions

This policy shall not apply to liability in respect of:-

1. Death or bodily injury, loss or damage to property sustained in connection with **your** carrying on of any trade, business or profession or use of the insured **horse** for hire or reward.
2. Death or bodily injury to **you**, any person riding or handling the insured **horse** with **your** permission or consent, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual or business relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person riding or handling the insured **horse** with **your** permission or consent, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual or business relationship.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected
5. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regards to the nature and circumstances of such act or omission.

6. The proportion of loss not directly attributable to the insured **horse** in respect of death or bodily **injury**, loss or damage to property sustained in an incident involving the insured **horse** and other animals.
7. Death or bodily injury, loss or damage to property as a result of the insured **horse's** interaction with other animals.
8. Death or bodily injury, loss or damage to property as a result of any person riding or handling the insured **horse** without **your** permission or consent.
9. Liability created by an agreement which would not have existed in the absence of that agreement.
10.
 - (a) Death or bodily injury, loss or damage to property in respect of a **horse** drawn vehicle or trailer if the **horse** drawn vehicle or trailer is not insured with us for public liability;
 - (b) Death or bodily injury, loss or damage occurring while the **horse** drawn vehicle or trailer is being transported or towed by a motor vehicle, is attached to or become detached from a motor vehicle.
11. Death or bodily injury, loss or damage to property if **your horse** is ridden at a riding establishment or for professional lessons by anyone other than **you**.
12. Damage to gates, walls, fences and crops occurring while the insured **horse** is being ridden, driven or led.

SECTION 3 - THEFT OR STRAYING

Cover

We pay the market value or the sum insured shown in the schedule for this section (whichever is less) if the **horse** is not found within 28 days of it straying or being stolen.

We pay an extra amount (if shown in the schedule) to cover the cost of advertising for stolen or strayed **horses**, and any reward **we** authorise that leads to recovery of the **horse**. **You** must get our written agreement before taking on any advertising costs or offering a reward.

Exclusions

1. Theft or straying as a result of something a relation, **immediate family** member, agent, employee, licensee, paying guest or other person in contractual relationship with **you** does or fails to do.
2. Loss because **you** chose to give up ownership or possession of the **horse**, even if there was a fraudulent scheme, trick or false pretence.
3. Theft that is not reported to the police as soon as **you** discover that the **horse** is missing.

SECTION 4 - PERMANENT INCAPACITY OF HORSE

Cover

We pay **you** if the **horse** has an **injury** or **illness** that permanently prevents it from carrying out the functions **you** keep and insure it for. The **illness** or **injury** must start or happen during this period of insurance. **We** will pay up to the market value or the sum insured shown in the schedule (whichever is less) immediately if:

- the insured **horse** cannot be used for any form of equestrian activity;
- and **you** do not choose to keep the **horse** in retirement.

Or **we** will pay 60% of the market value or the sum insured shown in the schedule (whichever is less) immediately if:

- the **horse** can still be used for any form of equestrian activity or **you** elect to use it for breeding; or
- **you** choose to keep it in retirement.

Benefits are halved for **horses** aged 13 years and older.

The opinion of **your** vet (and our vet if **we** say so) must be that the **injury** or **illness** results in a confirmed claim for incapacity within 365 days of the onset of the claimed **condition**.

If **we** settle a claim under this section all liability under this policy will stop. However, alternative cover may be offered at our discretion.

All claims under this section will depend on the **horse** being freeze-marked with the designated mark to signify that a loss of use claim has been paid before settlement. **You** are responsible for the cost of this freeze-marking.

Exclusions

1. Permanent incapacity as a result of any surgical operation or **injury** or general anaesthetic, unless done as a result of **injury** or **illness**.
2. Permanent incapacity following **treatment** given by a person who is not

SECTION 5 - PERSONAL ACCIDENT

Cover

We cover **you** and any rider/driver with **your** permission up to the amount shown in the schedule or the proposal form (whichever is the greater) if any of **you** suffer an accidental bodily injury during the **period of insurance** while:

- in the care, custody or control of the **horse**; or
- driving (including getting in or out of) a vehicle owned and insured under the policy by that person and drawn by any **horse** covered by the policy, owned by that person and pulled by the **horse**; or

- riding as a passenger (including getting in or out of) a vehicle owned and insured under the policy by that person and drawn by any **horse** covered by the policy.

The injury must be the only cause of death, total permanent loss of sight, loss of two or more limbs, total permanent deafness in both ears or total permanent disablement preventing the rider from following any and every occupation.

Benefits are reduced to 25% for riders under 16 years of age.

Conditions

1. **We** will not make a payment for the same accident or the same person under more than one of the benefits listed in the schedule. After **we** have agreed to pay one of the scheduled benefits, **we** will have no further liability for that person under this section.
2. Payment for permanent disablement as defined in the schedule will start after 365 consecutive days of disablement, properly certified by a doctor who we accept.

Exclusions

1. Bodily injury that happens:
 - (a) while under the influence of alcohol or drugs; or
 - (b) any act of deliberate self-inflicted injury or suicide by **you**.
2. Any result of pregnancy, childbirth, physical defect, infirmity or medical condition, unless **we** have been told about this and have accepted it in writing.

SECTION 6 - DENTAL COVER

Cover

We pay up to the amount shown in the schedule to **you** for dental **treatment** following an accident that happened while **you** were:

- in the care, custody or control of the **horse**; or
- driving (including getting in or out of) a vehicle that is owned and insured under **your** policy by that person and pulled by the **horse**;
- riding as a passenger in a vehicle (including getting in or out) that is owned by **you** and insured under **your** policy and pulled by the **horse**.

SECTION 7 - STABLES COVER

Cover

We pay up to the amount shown in the schedule for stabling the **horse** if the stable at the premises where the **horse** is kept (as shown in the proposal form or approved by any endorsement) is totally destroyed or damaged beyond use by fire. The stable must be privately owned by **you**.

Exclusions

1. **We** will not be able to insure **you** if the stable or

any part of it forms premises where 5 or more **horses** or ponies are regularly kept. (The exclusion does not apply if **you** pay an extra premium and have **your** policy endorsed. Please see optional extension 2.)

2. **We** will not pay for a claim if **you** do not send in receipts from a recognised livery or riding establishment, clearly showing the dates of stabling and the charges.

SECTION 8 - VET'S FEES

Cover

We pay up to the amount shown on the schedule for the charges for **treatment** given by a qualified vet or, if non-standard **treatment** cover applies and is shown in the schedule, by a qualified practitioner recommended by **your** vet. This must follow an **injury** or **illness** that has happened or started during this period of insurance. **You** must tell **us** in writing of any **injury** or **illness** as soon as possible, and before this period ends.

Non-standard **treatment** is regarded as laser **treatment**, acupuncture, hydrotherapy, remedial shoeing, physiotherapy or ultrasound.

If total vet's fees seem likely to exceed £1000, or if **your horse** requires a general anaesthetic, then **you** must notify us immediately as **we** may wish to obtain a 2nd opinion from our veterinary advisor. NB. **We** cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history is received.

Exclusions

1. Costs resulting from an **injury** or **illness** that:
 - (a) first showed **clinical signs** before **your** horse's cover started,
 - (b) is the same as or has the same diagnosis or **clinical signs** as an **injury**, **illness** or **clinical signs your horse** had before cover started;
 - (c) is caused by, relates to or results from an **injury**, **illness** or **clinical signs your horse** had before cover started.
2. Vets fees for:
 - (a) **treatment** relating to or as a result of castration, pregnancy or foaling (except complicated foaling) or protective inoculations; and
 - (b) any surgical operation or general anaesthetic that has not been previously notified to us, unless a qualified vet certifies that an EMERGENCY referral or operation was required out of office hours.
3. Any costs incurred more than 365 days after the **injury** or **illness** occurred.
4. The cost of any medicines or materials prescribed or supplied to be used after 365 days from the date the **injury** happened or the **illness** first occurred.
5. There is no **illness** cover for **horses** 15 years and

over.

6. The cost of dietary, nutritional and feed supplements.
7. Any amount above the sum insured value for **horses** aged less than 1 year old.
8. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.

Special note: Payment of a claim normally takes place when **treatment** has been concluded, but **we** will consider any request for an interim payment.

SECTION 9 – SADDLERY AND TACK

Cover

We pay up to the amount shown in the schedule if 'tack' that belongs to **you** or **your immediate family** is lost, stolen or damaged by any accident that is insured. **We** base the amount on the original cost price less depreciation, or the market value, whichever is less. This loss must occur during this period of insurance.

'Tack' means saddles, bridles, harness and other riding tack normally attached to the insured **horse** for riding, driving, leading or lungeing or while the **horse** is at grass. **We** will choose whether to pay **you** or to repair or replace the tack.

Exclusions

1. Clothing and personal belongings, including **horse** rugs of any description, clippers.
2. Harnesses used at any time with any **horse**-drawn vehicle not insured by us.
3. Wear and tear, cleaning, repairing or restoring any article, the action of light or atmospheric **conditions**, vermin, moths or any other gradually operating cause.
4. Any item lost or stolen while at any premises where 5 or more **horses** or ponies are regularly kept. (This exclusion does not apply if **you** pay an extra premium and have **your** policy endorsed. Please see Optional Extension 2.)
5. Theft from a building:
 - (a) that is not totally enclosed and secure; and
 - (b) that is not a permanent substantial structure of brick, stone or timber; and
 - (c) with doors that are not kept secured by a patent 5-lever mortice deadlock or windows not secured by patent window locks. The theft must have involved violent and forcible entry to the building.
6. Anything over the single item limit, and/or amount for any one event as given in the schedule.
7. Theft from an unattended vehicle or horsebox.
8. Any unexplained damage or disappearance.

SECTION 10 – HIRE REPLACEMENT HORSE

Cover

As long as **we** later accept a claim under Section 3 and the **horse** has not been recovered within 28 days of the loss, **we** will repay **you** up to the amount shown in the schedule for hiring a replacement **horse**. This must be from a recognised establishment during the period between the theft or straying until **we** pay the claim or the **horse** is recovered (whichever is earlier).

Exclusions

1. Any hire from a relation, agent, **immediate family** member, employee, licensee or paying guest of **yours**, or other person in a contractual relationship with **you**.
2. Any claim under this section which is not backed up by receipts from a recognised livery or riding establishment showing the dates of hire and the charges.

SECTION 11 – LOSS OF ENTRY FEES

Cover

We pay up to the amount shown in the schedule for entry fees, paid in advance, that cannot be recovered because:

- the **horse** dies (as long as **we** accept a claim under Section 1); or
- **you** or the agreed rider has to go into hospital at the time of the show or event. A doctor's certificate will be required.

OPTIONAL EXTENSIONS TO THE POLICY

If **we** agree and **you** pay the relevant extra premiums, **we** may add to the policy the following extensions. Our liability under any extension starts 28 days after the date it is added to the policy. It may not be applied to any incident before that date.

Extension 1

General Exclusion 9 is removed. The policy then provides cover for the transport costs of taking the **horse** for referral **treatment** covered under section 8. The policy also then provides cover for the livery costs while the **horse** must remain at a veterinary centre for **treatment** covered under section 8. The maximum amount **we** will pay under this extension is £250 in any policy period. The **excess** shown in the schedule still applies.

Extension 2

Exclusion 1 of section 7 is removed. Exclusion 4 of section 9 is removed.

These extensions only apply when the relevant extra premiums have been paid to **us** and the policy has been endorsed. If **you** ask, **we** may agree to change any part of this policy. Please contact our Customer Services Department if **you** require the above.

CONDITIONS THAT APPLY TO SECTIONS 1, 4 AND 8

1. If there is any lameness, **injury** or **illness** of the **horse**, **you** must immediately (and at **your** own expense) get a qualified vet to treat the **horse**. **You** must let the vet take the **horse** away for **treatment** if **we** say it is in the **horse's** interest. **You** and the vet must provide a completed claim form and a report if requested. Any charges or administration costs for these forms are **your** responsibility. **We** will not accept liability for charges on overdue accounts unpaid by **you**. **You** must keep to every reasonable instruction **we** issue.
2. If the **horse** dies, **you** must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at **your** expense if **we** ask for one or if the cause of death is not known.
3. If **we** pay a claim under Section 1 or 4, the carcass will remain our property. **We** may take the value of the carcass off the amount **we** pay, if an amount is received.
4. If any incapacity stops at any time, **you** must immediately repay us all money **you** have received for that incapacity.
5. Any further liability under Section 8 ends if **we** have accepted permanent incapacity under Section 4. **We** may decide to accept incapacity at any time.
6. If any potential claim relates to possible navicular disease or degenerative bone disease, X-rays must be taken immediately to make a correct diagnosis. The X-rays must be made available to us immediately, and sent by recorded delivery.
7. For us to agree any claim, the vet attending the **horse**, the usual vet or previous vet must if requested give us a full medical history for the **horse**, including records, X-rays and any information that **we** require. **You** are responsible for any costs incurred in obtaining this information.
8. When **we** are notified of a potential claim, **we** will need **you** to complete the relevant claim forms. **We** cannot accept liability for a claim if these forms have not been returned to us as soon as possible, and at most within 90 days of the incident occurring.
9. **We** will deduct the cost of the **horse's** normal shoeing from any settlement of remedial farriery fees. Deductions are made at £12.00 per foot for each **treatment**, or £40.00 for a full set of 4 shoes fitted during the same visit.
10. Once **we** are notified of a claim, if **we** are asked by **your** attending vet(s), **we** may give them details of **your** policy; including cover limits, any **excess** payable, any non-recoverable items, and whether or not premiums are paid up to date.

GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. When a vet first visits, or if anything happens which may give rise to a claim under this policy, **you** must give full details as soon as possible to our head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done in writing, by phone, fax or email. If **you** have not received an acknowledgment from **us** within 14 days after **you** send it, **you** must send **us** the details again, by recorded delivery. **You** must tell the police immediately if any property is lost or stolen and do everything **you** reasonably can to get it back. **You** must co-operate fully and truthfully and give **us** immediately any information that **we** need.
2. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **we** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
3. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
 - (a) **You** or someone acting on **your** behalf; or
 - (b) someone caring for or in control of the animal; or
 - (c) one of **your immediate family** members, relations, agents, employees, licensees, paying guests or other person in contractual relationship with **you**.
4.
 - (a) If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **your** legal rights and does not replace them.
 - (b) If the dispute arises because vets disagree, **we** may choose to sort it out by jointly appointing an independent vet (whose fees will be shared equally by **you** and **us**). **You** must co-operate in making this appointment.
5. **We** as the insurer and **you**, as the insured, are entitled to choose the law applicable to this contract of insurance. **We** propose English law and in the absence of any agreement to the contrary, English law will apply.
6. **We** are liable only if **we** have received the correct premium before the start of each **period of insurance** or within the credit period if **we** have allowed one to an agent.
7. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a charge of £3.99 to **your** next payment.
8. **You** must observe and fulfil all the terms, **conditions** and endorsements of the policy otherwise **we** will not be liable under the policy.

9. **You** must not misstate or omit or conceal a **material fact** from the proposal for this insurance or when renewing or claiming against it. Otherwise the policy is void and **we** will not return the premium.
10. **You** must notify us as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **your** policy. **We** reserve the right to alter the terms of **your** policy immediately after **we** are notified of such changes.
11. Any claim caused by a vice of the **horse** will not be covered (including public liability) if the animal has a history of this vice, for example biting, rearing, bolting, shying, kicking, escaping, unless **we** have been informed about the history and have accepted it in writing.
12. This policy does not cover any trade, profession or business use of any insured animals or items unless **we** agree in writing.
13. All losses under sections 1, 3 or 4 must be backed up by a receipt for the insured **horse**, showing the date, price paid and name and address of the seller. **We** also require a valuation from a Breeder or Trainer to be provided along with the purchase receipt. For all losses under section 9 and 11 **we** will require proof of ownership and value, for example receipts and cheque stubs. These must show the date, price paid and details of the item.
14. At the start of this insurance, **you** must be sole owner of each **horse** and item insured. This insurance will stop covering any **horse** or item as soon as **you** sell it or part with any interest in it, whether temporarily or permanently.
15. **You** must at all times take reasonable precautions to prevent accidents, **illness**, loss and damage. **You** must inspect the **horse** daily, have it wormed regularly and use recognised precautions to protect the animal from infectious and/or contagious disease, for example isolation and vaccinations.
16. **You** must check the fences, barriers, paddock boundaries and enclosures regularly and maintain them in good order. **You** must check all areas regularly for glass, nails poisonous substances (such as ragwort, hemlock, deadly nightshade etc.) and other items that may cause a claim and remove them. Fences should be at least 1.25m (4 ft) in height and of the following construction: - post and rail wooden fencing, post and rail impact resistant plastic, post and rail solid uprights, flexi-rails (PVC or rubber coated webbing), post electric either electric tape or wire. Stallion paddocks require a double fence line of 1.5m (5ft). The following are not sufficient barriers/paddock boundaries unless reinforced by additional fencing as set out above: - banks and ditches.
17. Any tack used in controlling the **horse** must be properly fitted, applied and manufactured and in a sound state of repair. Make sure all leather work, nylon webbing and so on is not rotten, frayed or in poor order.
18. When **we** invite **you** to renew **your** policy **we** may, at our discretion alter premiums, cover, terms and **conditions** as **we** deem necessary for any reason

- including such factors as **your horse's** age or medical history.
19. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **you** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **you** fill in and by providing the third party name.
 20. Where the insured **horse** is the subject of a loan or lease agreement, any payment due under sections 1,3 & 4 will be made to the legal owner of the **horse** where know to us

GENERAL EXCLUSIONS

This policy does not cover the following:

1. Any medical condition that existed or is connected to a condition that existed before the insurance policy began.
2. Any claims for **illness** and/or disease displaying clinical signs within 14 days of policy inception.
3. Claims for **treatment** given for cosmetic reasons or claims under any sections as a result of any scar or blemish, nor any losses in connection with **treatment** by someone who is not a qualified vet or qualified practitioner recommended by a qualified vet.
4. Loss or damage (for tack or theft claim) that is not at a known place or that cannot be identified as occurring within a certain 24-hour period.
5. Any **condition** which is a vice of the **horse**, or a behavioural problem, whether showing either in **illness**, disease or accident.
6. A similar **illness**, disease, lameness, **injury** or physical disability occurring again that affects the insured animal and which existed before this **period of insurance** began (whether **you** claimed for it or not) unless **we** have given our written permission to accept liability. Also, if **we** accept a claim, **you** cannot carry it over into the next policy to gain further benefits without our written permission.
7. **We** will not pay for any losses which are not expressly covered by the terms and **conditions** of this policy.
8. All losses or any **condition** arising as a result of the insured **horse** being castrated.
9. Any claim for board, livery or transport costs for an insured **horse**, whatever the reason for them unless optional extension 1 is in force.
10. Any claims as a result of any notifiable disease, equine flu, tetanus or EHV equine herpes virus (unless the **horse** is vaccinated against them), or for any form of special diet, stabling, bedding and needed for the **treatment** or general well-being of the **horse**.

11. Any claim caused by barbed wire, stock fencing and plain wire fencing.
12. Any loss, **injury**, damage, **illness**, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
13. Any legal liability or consequence associated with or caused by:
 - (a) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (b) civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs;
 - (c) military power or coup;
 - (d) nuclear or radioactive escape, accident, explosion, waste or contamination; or
 - (e) aircraft or other aerial devices.
14. Any claims arising as a result of **your**, or the insured **horse's**, participation in a prohibited and/or illegal activity.
15. The policy does not provide cover for preventative **treatment**.
16. **We** do not cover any loss, **injury**, damage, **illness**, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
 - (a) Influenza or any derivation or variant thereof;
 - (b) arising from any fear or threat (whether actual or perceived) of such Influenza;
 - (c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

If **we** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
17. Any claim as a result of African **Horse** Sickness, epidemic outbreak whether vaccinated against it or not, or any 'notifiable' disease.
18. Any costs incurred after **we** stop receiving **your** premium.
19. Costs for **treatment** of **conditions** arising from **your horse** being overweight, except weight gain as a result of a diagnosed **illness**.

CONDITIONS - POLICY LIMITS

1. If there is a claim under sections 1, 3 or 4 in the first 365 days of the **horse** being insured, **we** will make a claim payment based on the sum insured, market value or price paid (if it was in the previous 365 days) whichever is lowest, minus **your** excess.
2. Please check **your** policy schedule, as limited cover is provided for **horses** aged 15 years and over. Death and vets fees cover is provided following an **injury** only

PREMIUM AND EXCESS REVIEW

1. The premium and **excess** for this policy is reviewed at least once a year.
2. When reviewing **your** premium and **excess we** will consider any future impact to one or more of the following.
 - (a) Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.
 - (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary **treatments** (which may vary depending on **your** location) and general information about the breed of **your horse**.
 - (c) Changes to **your** circumstances such as the age of **your horse** or any change to **your** address.
 - (d) Changes due to legislative, tax or regulatory requirements such as:
 - (i) expenses related to providing the insurance
 - (ii) policy lapse rates which means the average time policies are held
 - (iii) interest rates
 - (iv) tax rates
 - (v) the cost of any legal or regulatory requirements
3. As a result of the premium and **excess** review, **your** premium and/or **excess** may go up, stay the same or go down and there is no limit to the amount of any change.
4. If we change **your** premium and/or excess and **you** do not wish to continue **your** cover, **you** should contact **us** to cancel.

POLICY ALTERATIONS OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **you** wish to make a change to **your** policy after the first 14 days of policy inception or, if for any reason **we** reinstate **your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should **you** request additional copies of **your** policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

CANCELLATION RIGHTS

You can cancel at any time.

If **you** cancel within the first 14 days of policy inception, and no claim has been made, **you** will receive a full refund of any premium paid. If **you** have a monthly policy, cover will be cancelled with effect from the date **your** next policy premium is due.

If **you** have an annual policy and have not made a claim, a return of premium will be issued in accordance with our cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80%less £10
Two months	70%less £10
Three months	60%less £10
Four months	50%less £10
Five months	40%less £10
Six months	30%less £10
Seven months	25%less £10
Eight months	20%less £10
Over nine months	Nil

If **you** have made a claim, **you** will not be entitled to any refund.

We may cancel this insurance at any time, in which case, **we** will return the premiums paid, in accordance with the above table. Our liability then ceases immediately but without affecting **your** or our rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to **your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **you** wish to alter **your** policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If **you** have not received an acknowledgement from us within 14 days of sending details, **you** must post the details by recorded delivery.

If **you** wish to appeal against any decision regarding the administration of **your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact us either by e-mail at claims@eandl.co.uk or by phone on 03300 243 438. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If **you** are unhappy with any aspect of our service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **you** do not receive satisfaction through our internal complaints handling procedure, **you** may refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk, website: www.financial-ombudsman.org.uk) within 6 months of the date of the Chief Executive Officer's response.

CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

Quotations/Sales: t: 03300 243 254, f: 03300 242 971, e: quotes@eandl.co.uk

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

Claims: t: 03300 243 438, f: 03300 242 971, e: claims@eandl.co.uk

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

Existing Customers: t: 03300 243 360, f: 03300 242 971, e: policyadmin@eandl.co.uk

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

Affiliates/Brokers: t: 03300 243 229, f: 03300 242 971, e: broker@eandl.co.uk

Opening Hours: Mon to Fri 8.30am-5.00pm

**The Equine and Livestock Insurance Company
Limited**
Thorpe Underwood Hall, Ouseburn, York, YO26 9SS
Telephone: 03300 243 360 Fax: 03300 242 971

email: info@eandl.co.uk

<http://www.eandl.co.uk>