

Sport Horse Equine Policy

Effected through KBIS

Your insurance contract

We agree to insure **you** for the death of a **horse** caused by any accident, injury, illness or disease happening during the **period of insurance**. **You** must pay the premium shown in the **certificate** and **your** cover is subject to the terms and conditions in this insurance and any additional changes **we** agree to make to this insurance by **endorsement**.

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Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Certificate	means the document showing your name, horse insured and the sums insured, and the period of insurance .
Certificate of Death Report	means the examination of the horse after its death and the preparation of a written report, which does not require a full post-mortem , made by a veterinary surgeon establishing the identity, the cause of death or the reason for the humane destruction of the horse .
Claiming race	means any claiming, selling, auction, combination or other type of race in which the ownership interest of the horse can change.
Endorsement	means a change in the terms and conditions of this insurance agreed by you and us . Endorsements which apply to your insurance (if any) will be shown in the certificate and detailed at the end of this document.
Fair market value	means the price at which ownership of the horse would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the horse and current market conditions.
Horse	means any horse or horses shown in the certificate that you either own outright or you have a financial interest in.
Humane destruction	means the destruction of the horse by a veterinary surgeon , where the horse suffers an injury or is afflicted with an excessively painful disease and the suffering of the horse is incurable and so excessive that immediate destruction is necessary for humane reasons. Please note that conditions apply in the event of humane destruction ; please see the "How to make a claim" section.
Medication	means any drug, hormone, vitamin, protein or other substance for use on the horse under the direction of a veterinary surgeon , other than unadulterated food or drink.
Period of insurance	means the time for which this insurance is in place as shown in the certificate .
Post-mortem	means the examination of the horse after its death and preparation of a written report. The report must include a necropsy examination, made by a veterinary surgeon including, establishing the identity, the cause of death or the reason for the humane destruction of the horse .
Terrorist Activity	means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to: <ul style="list-style-type: none">- actual harm to you;- damage to your horse or other property;- use of any application, software or programme in connection with any electronic equipment (for example a computer,

laptop, smartphone, tablet or internet capable electronic device) or computer virus.

Veterinary surgeon

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

We / us / our

means Markel International Insurance Company Limited and Convex Insurance UK Limited who provide the cover under this insurance.

You / your / insured

means the person(s), partnership, corporation or organisation stated in the **certificate**.

Your broker

KBIS Limited

Important Information

This document, the **certificate** and any related **endorsement** form **your** insurance documentation.

This insurance documentation sets out the terms and conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the information contained in the **certificate** is accurate. See the “Information you have given us” section; and
- comply with all **your** duties and obligations under the insurance, including the Important Conditions below, and the actions **you** must take in the event of a claim (see the “How to make a claim section”).

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

Important conditions

1. At the start of the **period of insurance**:

- a) **You** must have confirmed that the **horse** is in sound health and free from any illness, disease, lameness, injury, disability or physical abnormality whatsoever, or
- b) **You** must have told **us** about any illness, disease, lameness, injury, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before cover is confirmed in writing.

You must also comply with either a) or b) above before any changes are made to this insurance, for example:

- any increase in sum insured on the **horse**; and/or
- any **horse** added to this insurance; and/or
- any other extension of or addition to this insurance

2. If **you** submit a Veterinary Certificate or a Declaration of Health **you** must also comply with Important Condition 1 by telling **us** about the health of the **horse**. However, if **we** accept a Veterinary Certificate or a Declaration of Health then the burden is on **us** to prove that the **horse** was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the start of the **period of insurance** for the **horse**.

3. **You** must at all times provide proper care and attention for the **horse** and take all reasonable steps to avoid or minimise any loss covered under this insurance.

4. In the event of any accident, illness, disease, lameness, injury, or physical disability suffered by the **horse**, **you** must as soon as possible and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as possible notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately if **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For the purpose of this clause the term “sole owner” extends to include **you** acting as authorised agent for one or more owners of the **horse** or stated interest in the **certificate**. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer’s conditions of sale, up to a maximum of ten (10) days following the day of the auction. If **you** own a part-share of a **horse**, any claims payment will be limited to a maximum of **your** financial interest.

6. The **horse** must remain within the Geographical Limits stated in the **certificate** during the **period of insurance**.
7. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

Information you have given us

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

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

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

- treat this insurance 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;
- request more premium for **your** insurance or reduce the amount **we** pay on a claim proportionate to the premium **you** have paid in comparison to the premium **we** would have charged **you** if the correct or complete information had been provided; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section.

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

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more premium for **your** insurance.

Notifying us of any changes

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

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

If **you** want to increase the sum insured on the **horse**; add a **horse** to this insurance or extend/add to this insurance, **you** must:

- a) confirm that the **horse** is in sound health and free from any illness, disease, disability or physical abnormality whatsoever, or
- b) tell **us** about any illness, disease, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before **we** agree to make any changes to this insurance.

Any changes to this insurance will be confirmed by **us** in writing.

Changes in fair market value

You should review the sum insured as shown in the **certificate** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

You must notify **your broker** as soon as possible of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, **claiming races**, or castration.

If at any time during the **period of insurance** the **horse** is:

1. entered or raced in any **claiming race** in which **your** financial interest in the **horse** could have been claimed or sold at a price that is less than the sum insured shown in the **certificate**, then the sum insured shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
2. entered but not sold in a public or private auction and the sum insured for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the sum insured shown in the **certificate** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
3. entered in a public or private auction and the terms of the contract of sale are not satisfied and/or the sale is not completed, then the sum insured shown in the **certificate** shall be amended to not exceed the **fair market value** at the time of the auction, taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale.

If the sum insured shown in the **certificate** is reduced for one of the above reasons, **you** may be entitled to a return of some of **your** premium. If so, **we** will calculate the new daily cost of providing the reduced amount of cover **you** require for the remainder of the **period of insurance** and **we** will refund any savings to **you**.

Cancelling this insurance

You can cancel this insurance at any time by writing to **your broker**.

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

- Non-payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

Cooling off period

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

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance** shown in the **certificate**

whichever is the later.

Refund of premium

If **we** pay (or have agreed to pay) any claim, in whole or in part, whether by settlement, compromise or otherwise, then no refund of premium will be allowed.

If **we** haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if **we** cancel this insurance **you** will be entitled to a refund of the premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months **and your period of insurance** shown in the **certificate** is for 12 (twelve) months, the deduction for the time **you** have been covered will be half the annual premium.
- if **you** cancel this insurance within the cooling off period, **we** will return to **you** all of the premium paid without any deduction.
- if **you** cancel this insurance outside the cooling off period, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis and there will be an additional charge, as stated in the **certificate**, to cover the cost of providing this insurance.

Any additional premium due to **us** during the **period of insurance** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

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

Full annual premium if loss

If any **horse** is insured for a period of less than one year at pro rata of the annual rate of premium, and if the **horse** becomes subject to a claim during the **period of insurance** or any extension to the **period of insurance**, then the full annual premium for the **horse** will become payable.

Death of the insured horse

What is covered

We will pay **you** in the event of the death of the **horse** or its **humane destruction** caused by any accident, injury, illness or disease, the **fair market value** of the **horse** up to the sum insured stated in the **certificate**, provided that such accident, injury, illness or disease first occurs during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. for annual policies only, within ninety (90) days after expiry of such **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such accident, injury, illness or disease. (See "Things you must do" in the "How to make a claim" section).

What is not covered

We will not pay for:

1. death, intentional slaughter or **humane destruction** of the **horse** in any way caused by or resulting from an outbreak or suspected outbreak of a disease where the **horse** becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
2. intentional slaughter of the **horse**.

However, **we** will pay:

- a) where **we** have expressly agreed to the destruction of the **horse**; or
 - b) in the case of **humane destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
 - c) where the **horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time. However, **we** will only pay if it is later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been required due to an accident, injury, illness or disease occurring during the **period of insurance** and carried out in an emergency attempt to save the **horse's** life;
 - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him/her) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**;
 - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**;
 - d) failure by **you** to provide proper care and attention for the **horse** at all times, or failure by **you** to take reasonable steps to avoid or minimise any loss;
 - e) use of the **horse** for a purpose other than that stated in the **certificate**.

4. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - a) nuclear reaction, nuclear radiation or radioactive contamination;
 - b) any chemical, biological, bio-chemical, or electromagnetic weapon;
 - c) **terrorist activity**;
 - d) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter;
 - e) war, whether war be declared or not, hostilities or any act of war or civil war;
 - f) the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data;
 - g) i. Coronavirus disease (COVID-19);
ii. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
iii. any mutation or variation of SARS-CoV-2;
iv. any fear or threat of g) i., g) ii. or g) iii above; or
 - h) Avian Influenza virus or any mutation or variation of an Avian Influenza virus;
5. any costs relating to a **certificate of death report** (see “Things **you** must do” in the “How to make a claim” section below).

How to make a claim

Things you must do

In the event of any accident, illness, disease, lameness, injury or physical disability whatsoever of or to a **horse**, **you** must as soon as possible at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as possible notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

In the event of the death or **humane destruction** of a **horse you** must:

1. as soon as possible, and at **your** own expense, arrange for a **veterinary surgeon** to produce a **certificate of death report** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary).

We may require a **post-mortem** examination to be performed on the **horse**. However, the cost of the **post-mortem** will be met by **us**.

In the event that the attending **veterinary surgeon** is not able to categorically determine the cause of death a full **post-mortem**, or a **post-mortem** of the region of interest, will always be required.

2. as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.
3. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as possible.

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

You must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as possible upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**; and
- b) providing as soon as possible upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
- c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **we** or **our** representatives have inspected it.

Failure to cooperate with **us** could affect **your** claim, for example **we** may reduce the amount **we** pay as appropriate.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

You must contact **your broker** to notify them of a claim by using any of the following methods:

- Writing to them at KBIS Ltd, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN
- Telephoning them on 0345 230 2323
- Emailing them at claims@kbis.co.uk

Humane Destruction of a Horse

Before **humane destruction**, a **veterinary surgeon** must be appointed by **us** and must provide **us** with confirmation in advance that **humane destruction** is necessary because the suffering of the **horse** is excessive and incurable.

In some circumstances it may be necessary for **you** or someone acting on **your** behalf to appoint a **veterinary surgeon** to conduct **humane destruction** of the **horse** before **you** can notify **us**. **We** may accept confirmation from the **veterinary surgeon** after the event that **humane destruction** was necessary, but if **we** decide that this action did not meet the definition of **humane destruction** set out in this insurance **we** may not pay **your** claim.

Disputed fair market value

Where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. **We** will provide **you** with a list of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection, from which **you** are to appoint one person.
2. Within twenty eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value. **We** and **you** will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the **horse**.

3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty one (21) days of the determination the amount decided by the appointed person. However, the amount **we** will pay will not exceed the sum insured stated in the **certificate**.
5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process below.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**.
7. Should **you** accept the determination of the appointed person, **we** will deduct **your** share of the appointed person's fee from **your** claim payment.

Fraudulent claims

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

How to make a complaint

KBIS's aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet **your** expectations.

If **you** need to make a complaint, in the first instance, **you** should contact us either in writing to:

The Complaints Officer,
Cullimore House,
Peasemore,
Newbury,
Berkshire, RG20 7JN

or by telephone on 01635 247474 or by email at ask@kbis.co.uk.

Where a complaint arises we will, wherever possible, endeavour to resolve the matter by no later than the close of business the third working day following receipt. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint promptly, to reassure you that we will be dealing with the issue as a matter of urgency, giving **you** the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 2) In the event that **your** complaint relates to activities or services provided by another party, we will advise **you** of this in writing giving the reasons for our decision, and ensure that **your** complaint is promptly forwarded to the appropriate party, in writing.
- 3) We will aim to make a final response to **you** as soon as is practicable, and keep **you** reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 4) By the end of eight weeks from receipt of **your** complaint, we will issue **you** with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If **you** are dissatisfied with our response, or the delay at this time, **you** will have a period of six (6) months in which you can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses, or material inconvenience **you** may have suffered. If we do not feel that your complaint is justified, we will advise **you** of the reasons for our decision and we will also advise how **you** may pursue the complaint if **you** remain dissatisfied.

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

You can contact the FOS at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 (normally free for land line users)
Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about FSCS is available on their website:

www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

The effect of other insurance

If at the time of death or **humane destruction** of the **horse you** have any other insurance in force in respect of the **horse** (whether or not such insurance is valid or collectable) then **we** will not pay any claim unless **we** have acknowledged (in writing) the other insurance.

If **we** have acknowledged the other insurance, then **we** will only pay a maximum of **our** proportion of the **fair market value** of the sum insured for the **horse** as shown in the **certificate**. For example, if the **horse** is valued at GBP10,000 and both insurances provide a sum insured of GBP10,000, **we** will only pay a maximum of 50% of **our** sum insured; GBP5,000 in this example.

Our rights

We may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance. If **we** make any payment under this insurance **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

You must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies.

You must do nothing either before or after a loss that limits, restricts or waives **our** legal rights unless **you** have **our** prior written permission. For example, **you** must not enter into any contract that limits, restricts, waives or otherwise impairs **your** right to recover from anyone who may be liable to **you** for a loss that is otherwise covered by this insurance.

We will be entitled to all recoveries from third parties until the amount of **our** payment under this insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **you** for the uninsured loss, if any.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as possible be paid and/or delivered to **us** following receipt.

Your Personal Information

We are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** personal data to various insurance participants such as intermediaries, insurers and reinsurers.

If **you** would like to know how **we** deal with any personal data **you** may have provided us, please contact **your** agent or **broker** who will provide **you** with **our** contact details.

For more information about how we use your personal information, please see our full privacy notice(s), which is/are available on our website(s), or in other formats on request.

Sanctions

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

Choice of law and jurisdiction

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

Any provision in this insurance which is in clear conflict with the law which applies to the country in which **you** live, shall be amended to conform to the minimum requirements of that law. However, the specific terms of this insurance shall remain in force whenever possible.

Rights of third parties

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

Single policy for multiple insureds

Our total liability under this insurance will not exceed the sums insured specified in the **certificate** regardless of the number of insureds specified in the **certificate**.

Several liability / multiple underwriters notice

Your insurance may be provided by more than one insurer (if so, this will be stated in the **certificate**). Each insurer is only responsible for their own share of the risk. For example, if one insurer has a 20% share, they will take 20% of the premium and is responsible for paying 20% of a claim. No one insurer is responsible for another insurer's share of the risk, in any circumstances.

ADDITIONAL COVERAGE: THEFT

What is covered

Subject to all of the terms and conditions of this insurance and the additional important conditions below, following:

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, **we** will pay **you** the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **certificate**.

What is not covered

We will not pay for any loss in any way:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **certificate**.

Additional important conditions

We will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and **we** will only pay if the **horse** has not been recovered during that period.

In the event **we** make any payment under this additional coverage, **we** reserve the right to take title and possession of the **horse** if it is subsequently recovered.

If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this insurance, in its entirety and with respect to all **horses** stated in the **certificate**, will be cancelled.

If any of the following important conditions are breached, **we** may not pay **your** claim or **we** may cancel **your** insurance:

- a) In the 12 months prior to the **period of insurance** there must have been:
 - i. no theft or attempted theft of the **horse** or any other horse at the property where the **horse** is kept, or
 - ii. no threat made against **you** or the **horse**.
- b) **You** must as soon as possible report the theft of the **horse** to **us** and to the local Police, obtain an incident number and follow their recommendations.

The following Extensions will only apply if shown as covered on your certificate and the additional premium, if applicable, has been paid to us by you.

EQUINE ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

What is covered

Subject to all the terms and conditions of the insurance to which this Extension relates and subject to the additional important condition below, if during the **period of insurance** a **horse** in the opinion of **you** and **our veterinary surgeons** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **certificate**, and such incapacity justifies the destruction of the **horse** for economic reasons, this insurance is extended to pay up to, but not exceeding 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of such **horse**.

What is not covered

We will not make any payment for any loss:

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

Additional important condition

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

How we deal with your claim

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this insurance, claims will be considered under this Extension providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of the occurrence and manifestation.
2. Following notification in accordance with the important additional condition above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**. This may include having the **horse** assessed from a rider’s perspective at an agreed professional yard to determine the significance of the condition.
3. In the event of a disagreement between **you** and **our veterinary surgeons** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us**, who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of

the appointed **veterinary surgeons** will be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** will be shared equally between **you** and **us**.

4. **We** have the right to take undisputed ownership of the **horse** and all papers pertaining to it in the event of a claim under this Extension. In the event of **us** not electing to take ownership of the **horse**, a **certificate of death report** or **post-mortem** is required to be attached to the Claim Form and Release before **we** will agree to make any payment.
5. In the event that **we** accept a claim under this Extension and **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use, **we** will pay 65% (sixty five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.
6. In the event that **we** accept a claim under this Extension and **you** elect to keep the **horse** for breeding purposes only and in retirement from any competition use, **we** will pay 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**, less the residual value of the **horse**. The residual value is negotiable between **you** and **us**, but is subject to a minimum of 10% (ten per cent) of the sum insured.

EQUINE ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE (due to accidental, external and violent injury only) EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

What is covered

Subject to all the terms and conditions of the insurance to which this Extension relates and subject to the additional important condition below, if during the **period of insurance** a **horse** in the opinion of **your** and **our veterinary surgeons** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **certificate**, and such incapacity justifies the destruction of the **horse** for economic reasons, this insurance is extended to pay up to, but not exceeding 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of such **horse**.

What is not covered

We will not make any payment for any loss:

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

Additional important condition

The permanent incapacity referred to above must result from an accident, injury, illness or disease first occurring and first manifesting itself during the **period of insurance**, and **you** must as soon as

practicable, and in any event before the expiration of this insurance, provide **us** with written notice of the accident, injury, illness or disease.

How we deal with your claim

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this insurance, claims will be considered under this Extension providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of the occurrence and manifestation.
2. Following notification in accordance with the important additional condition above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**. This may include having the horse assessed from a rider's perspective at an agreed professional yard to determine the significance of the condition.
3. In the event of a disagreement between **your** and **our veterinary surgeons** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** will be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** will be shared equally between **you** and **us**.
4. **We** have the right to take undisputed ownership of the **horse** and all papers pertaining to it in the event of a claim under this Extension. In the event of **us** not electing to take ownership of the **horse**, a **certificate of death report** or **post-mortem** is required to be attached to the Claim Form and Release before **we** will agree to make any payment.
5. In the event that **we** accept a claim under this Extension and **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use, **we** will pay 65% (sixty five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.
6. In the event that **we** accept a claim under this Extension and **you** elect to keep the **horse** for breeding purposes only and in retirement from any competition use, **we** will pay 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**, less the residual value of the **horse**. The residual value is negotiable between **you** and **us**, but is subject to a minimum of 10% (ten per cent) of the sum insured.

EQUINE TWELVE MONTHS EXTENSION

This extension of coverage is subject to all the terms and conditions of the insurance to which this Extension relates and will only be provided after the renewal of this insurance with **us** and payment by **you** of any additional premium due.

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

What is covered

The ninety (90) day extension period referred to in the insurance will be further extended to cover the **horse** until such time as the accident, injury, illness or disease is no longer life-threatening, up to a maximum period of two hundred and seventy-five (275) days after the expiry of the original ninety (90) days extension.

In the event that the **horse** is over thirteen (13) years of age when the original ninety (90) days extension period ends, then the amount that **we** will pay, as stated in the **certificate**, will be reduced by the following:

25% if fourteen (14) years of age;

33% if fifteen (15) years of age;

40% if sixteen (16) years of age; and

50% if seventeen (17) years of age.

This extension will not apply to the **horse** if, when the original ninety (90) days extension period ends, the **horse** is eighteen (18) years of age, or over.

TACK AND SADDLERY EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Tack and Saddlery means those items belonging to **you** which are normally attached to the **horse** whilst being used for the activities as defined in the **certificate**, such as saddles, leathers, irons, bridles, harnesses and other riding tack.

Totally enclosed and secure building means a building or metal container secured to the ground, the doors of which are locked by a deadlock (e.g. Chubb or mortice) and the windows of which are also securely locked.

Excess means the monetary amount shown in the **certificate you** must pay in the event of a loss or losses covered by this insurance before any claim will be payable.

What is covered

Subject to all of the terms and conditions of the insurance to which this Extension relates, payment by **you** of any additional premium due and the additional important condition below, this insurance is extended to reimburse **you**, following physical loss, theft or damage to **tack and saddlery** occurring during the **period of insurance**.

We will pay **you** based on the actual value of the **tack and saddlery** as at the time of loss, up to but not exceeding the amount specified for this Extension in the **certificate**, and after the application of the **excess**, in total during the **period of insurance**. A separate **excess** is applied for each separate loss occurring during the **period of insurance**.

Additional important conditions

For the purpose of this Extension, **you** must, within 60 (sixty) days of the loss, provide **us** with:

- a) a completed claim form describing the damage or disappearance; and
- b) in the event of theft a police report; and
- c) proof of purchase and proof of actual value at the time of loss, including copies of all invoices, receipts or other information which would assist **us** in dealing with **your** claim.

What is not covered

We will not make any payment for any:

1. loss or damage caused by wear and tear or gradual deterioration;
2. clothing or personal effects;

3. rugs;
4. loss or damage caused by moth, vermin or atmospheric conditions;
5. loss or damage caused by dyeing, cleaning, repair or renovation;
6. loss or damage caused by use at a riding school, unless occurring while **you** are a pupil;
7. theft from a riding school or commercial premises with more than 10 (ten) horses, unless the **tack and saddlery** is privately owned and stored in an alarmed tack room;
8. theft, unless from a **totally enclosed and secure building** which involves forcible entry;
9. theft from a motor vehicle or trailer which does not involve forcible entry to the vehicle or trailer.

WOBLER SYNDROME EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Wobbler Syndrome means a **horse** that is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels Definition

Grade 0 means the **horse** is neurologically normal.

Grade 1 means the **horse** has neurological defects barely detectable at normal gaits but is exacerbated by excitatory tests.

Grade 2 means the horse has neurological defects readily seen at walk.

Grade 3 means the **horse** has neurologically worse defects and may stumble or fall with manipulation.

Grade 4 means the **horse** may fall at normal gaits.

Grade 5 means the **horse** is recumbent.

What is covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and subject to the additional important conditions below, **we** will pay **you** up to the limit stated in the **certificate**, in the event of the **horse** being diagnosed during the **period of insurance** as suffering from the condition known as **wobbler syndrome** of a minimum level of **Grade 3**, which is chronic and progressive in nature. The additional important conditions below describe the requirements for diagnosis.

We will also pay for death or **humane destruction** of the **horse** caused by, or contributed to by, a surgical operation conducted by a **veterinary surgeon** and certified by the **veterinary surgeon** to have been necessary due to radiographic and/or myelographic evidence confirming **wobbler syndrome**, where chronic in nature and progressive and of a minimum level of **Grade 3**.

Cover under this Extension is limited to the **fair market value** of the **horse**, but will not exceed the sum insured specified in the **certificate**.

Additional important conditions

1. The diagnosis of **wobbler syndrome** must be supported by an up to date negative test for Equine Protozoal Myelitis and, where required by **us**, radiographic and/or myelographic evidence confirming **wobbler syndrome** and the diagnosis must be certified by both **your** and **our veterinary surgeon** to be chronic in nature and progressive and of a minimum level of **Grade 3**.
2. In the event of any uncertainty or dispute between **your** and **our veterinary surgeon** as to whether the **wobbler syndrome** condition confirmed by radiographic and/or myelographic evidence is chronic in nature and progressive and of a minimum level of **Grade 3**, then a third **veterinary surgeon** mutually agreed upon by the two appointed **veterinary surgeons** will provide an independent opinion.

We agree unconditionally to accept the opinion of the third **veterinary surgeon**. However, **you** are under no obligation to accept that opinion. Should **you** not accept the opinion of the third **veterinary surgeon**, then **you** have the right to follow the complaints process detailed in the insurance.

The fees of the appointed **veterinary surgeon** will be paid by the party making the appointment and the fee of the mutually agreed **veterinary surgeon** will be shared equally between **you** and **us**.

3. In the event that **we** pay a claim under this Extension, then undisputed title and ownership of **your** interest in the **horse** will pass to **us** if required by **us**.

VETERINARY FEE COSTS EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Alternative Treatment means any of various systems of healing or treating an illness or disease which falls outside the realms of conventional veterinary medicine including but not limited to: Physiotherapy, ultra sound, faradism, infra-red, magneto pulse, laser treatment, back manipulation, corrective farriery, osteopathy, chiropractor, nutraceutical, alternative medicine, herbalist, homeopathy, acupuncture.

Excess means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim will be payable. The **excess** amount is specified in the 'Veterinary fee cost limits and excess table' below and is dependent on which scale of veterinary fees has been purchased.

Incident An **incident** under this policy is considered to be an onset of symptoms e.g. onset of lameness/illness or the occurrence of an accident and is not judged by each diagnosed condition. All medical conditions diagnosed, or related to this occurrence/onset of symptoms, whether immediately or on subsequent investigation are considered to be one **incident**. When determining if multiple conditions should be considered as a single **incident**, **we** will adopt the principle that if these conditions are either directly or indirectly related, or if the veterinary opinion considers there is a causal relationship, it will be considered as a single **incident**.

In the event of a disagreement between **your** and **our veterinary surgeons**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will

provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** will be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** will be shared equally between **you** and **us**.

Example

A **horse** is referred to the **veterinary surgeon** due to lameness and a reluctance to jump. Upon examination, it is found to be lame behind due to suspensory desmitis and also to have a sore back. The **horse** is treated for these conditions, but three weeks later is found still to be moving poorly. On further veterinary investigation, the **veterinary surgeon** finds that the **horse** is also lame in front. These conditions would be treated as one claimable **incident** with one **excess** and would be claimed up to the maximum per **incident** limit as shown on the **certificate**.

Limit of Liability means the total amount payable by **us** under this Extension, per **horse**, during the **period of insurance**. It is shown in **your certificate**.

What is covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and in consideration of:

- a) an additional premium payable by **you** per **horse** as indicated in the **certificate** and based on the scale of veterinary fees purchased, and
- b) **our** acceptance of the veterinary certificate(s) / declaration(s) of health for each **horse** to which this Extension applies,

this insurance is extended to reimburse **you**, in addition to the sum insured stated in the **certificate**, for the reasonable and customary fees incurred following the diagnosis by a **veterinary surgeon** of a condition affecting the **horse** first occurring and first manifesting itself and reported during the **period of insurance**.

The **limit of liability** for this Extension is up to but not exceeding the amount stated in the 'Veterinary fee cost limits and excess table' below dependent on which scale of veterinary fees has been purchased per **horse** and indicated in the **certificate**, after the application of the **excess**, in total during the **period of insurance**. A separate **excess** is applied for each separate **incident** occurring during the **period of insurance**.

Additional important conditions

For the purpose of this Extension only, **you** must, within 60 (sixty) days after the completion of veterinary treatment, provide **us** with:

- a) a detailed clinical report, signed by the attending **veterinary surgeon**, describing the nature of the **horse's** accident, injury, illness or disease and the treatment or procedures performed; and
- b) a completed claim form that **we** deem satisfactory; and
- c) copies of all fully itemised invoices relating to the claim.

What is not covered

1. a) Veterinary treatment unless performed by a **veterinary surgeon**.
- b) Livery, husbandry and rehabilitation costs (such as the use of a horse walker or spa).

- c) Transport of the **horse**.
 - d) **Humane destruction** of the **horse**, **post mortem** or **certificate of death** fees or costs relating to the disposal of the carcass.
 - e) The proportion of bills for hospitalisation following surgery or treatment which relates to livery.
 - f) Non-medical charges including but not limited to post and packaging, completion of claim(s) form(s) and reports.
 - g) Behavioural problems unless established and certified by **your veterinary surgeon** to have been caused by the direct result of an accident, injury, illness or disease contracted during the **period of insurance**.
 - h) Any treatment normally associated with the maintenance of a healthy **horse**.
 - i) Dentistry unless caused by an injury occurring during the **period of insurance**.
 - j) Routine costs for pregnancy and/or foaling, except for complications arising out of pregnancy or foaling.
 - k) Castration, unless post-surgical complications arise.
 - l) Any elective or voluntary medical treatment, including but not limited to castration, Caslicks surgery, EIPH or Laryngeal Hemiplaga or any related or subsequently related treatment; cosmetic surgery or any related or subsequently related treatment; any preventative, elective, performance enhancing or voluntary medical treatment.
 - m) Any congenital birth defect including but not limited to umbilical or scrotal hernia, undescended testicles, cryptorchidism, contracted tendons, club foot, etc., whether or not evident at the start of the **period of insurance**.
2. Any claim arising out of an illness or a disease contracted within 14 (fourteen) days of the start of the **period of insurance**, or within 14 (fourteen) days of the date of the **horse** being added to the insurance to which this Extension attaches.
 3. Any claim arising out of an accident, injury, illness or disease contracted before the start of the **period of insurance**, or before the date of the **horse** being added to the insurance to which this Extension attaches.
 4. Any costs incurred more than 12 (twelve) months after the accident or injury or onset of the illness or disease.
 5. Any claim not advised to **us** within the **period of insurance**
 6. Fees for **alternative treatment**, unless authorised by **us** after recommendation by a **veterinary surgeon** to treat a covered condition.

Veterinary fee cost limits and excess table

- SCALE A Pays 100% of vets fees, after the **excess** per **incident** of GBP350.
Limited to GBP 5,000 per **incident** and in total during the **period of insurance** per **horse**.
- SCALE B Pays 100% of vets fees, after the **excess** per **incident** of GBP350
Limited to GBP10,000 per **incident** and in total during the **period of insurance** per **horse**.
- SCALE C Pays 100% of vets fees, after the **excess** per **incident** of GBP500

Limited to GBP 5,000 per **incident** and in total during the **period of insurance** per **horse**.

SCALE D Pays 100% of vets fees, after the **excess** per **incident** of GBP500
Limited to GBP10,000 per **incident** and in total during the **period of insurance** per **horse**.

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