

Horse Policy



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RURAL
INSURANCE

Horse Policy

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Horse Insurance Policy

1. Introduction

- 1.1 Each Section of this Policy the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Definitions, Exclusions and Conditions and the Proposal shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in:
 - 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated;
 - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any cosubscribing Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The Proposal made by the Insured is the basis of and forms part of this Policy.

2. The Insurers

In accordance with the authorisation granted under to Rural Insurance Group Limited by Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited (hereinafter 'Insurers') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound, each for their own part and not for one another, to insure in accordance with the terms and conditions contained herein or endorsed hereon. None of the Insurers is responsible for the subscription of any other co-subscribing Insurer who for any reason does not satisfy all or part of its obligations. Details of the share percentages for which each Insurer is responsible are available on request.

The Policy is underwritten by Rural Insurance Group Limited on behalf of the following Insurers:

Sections 1 - 9

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.

Section 10

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH



Karen Smith
Technical Director - Rural Insurance Group Limited
Registered Office
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire
LS10 1RJ

Registered Number 2207611, England and Wales
For and on behalf of the Insurers

Customer Information

Your Right to Cancel

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by -

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to Rural Insurance Group Limited.

The Insurers will then cancel Your Policy with effect from the date upon which Rural Insurance Group Limited receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of Rural Insurance Group Limited to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

Insurers' Rights to Cancel Your Policy

Insurers shall not be bound to accept any Renewal of this Policy.

There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

Non Payment of Premium and/or Insurance Premium Tax

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

Details about the Regulator

Rural Insurance Group Limited is Authorised and Regulated by the Financial Services Authority (FSA) Its FSA Register number is 308358.

Ageas Insurance Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202039.

DAS Legal Expenses Insurance Company Limited Is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202106

You can check the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Complaints Procedure - Sections 1 - 9

It is always Our intention to provide a first class standard of service.

If however You have a complaint about the service You have received from Us then please contact Us 01423 876000 or write to Us at the address shown below.

If You have a complaint about a claim, contact Your claims handler first. You will find the claim's handler's name, phone number or email address on any letters they have sent You.

If You have any cause for complaint about the way Your Policy was sold to You, then You should, in the first instance, contact the Intermediary who arranged the Policy for You.

If Your complaint is not be resolved to Your satisfaction, please write to -

The Managing Director
Rural Insurance Group Limited
The Lenz
Hornbeam Park
Harrogate
HG2 8RE

quoting the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You cannot settle Your complaint with Rural Insurance Group Limited You may write to the Chief Executive Officer of the Insurers who have underwritten this Policy and whose details are stated in the Policy. If You then cannot settle Your complaint with the Insurers, You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after We have given You written confirmation that You have been through the Rural Insurance Group Limited's Complaints Procedure. You can contact the Ombudsman at:

Insurance Division,
Financial Ombudsman Service,
South Quay Plaza, 183, Marsh Wall, London, E1 4SR.
Phone 0845 080 1800 Fax 0207 64 1001

Customer Information

Complaints Procedure - Section 10 (Legal Expenses)

If You have a complaint about the service or about the way You have been treated in relation to Section 10 (Legal Expenses) of the policy, please write to the Customer Relations Department of DAS Legal Expenses Insurance Company Limited at the address shown below.

Alternatively you can telephone DAS Legal Expenses Insurance Company Limited on 0117 934 0066 or email customerrelations@das.co.uk

A copy of the DAS Legal Expenses Insurance Company Limited internal complaint-handling procedure is available on request.

The Head office and registered office of DAS Legal Expenses Insurance Company Limited:
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

If You are not happy with the response you receive you may have the right to ask the Financial Ombudsman Service to review the case.
The contact information for the Financial Ombudsman Service is detailed above.

Disclosure

Your insurance is based upon the information provided to Rural Insurance Group Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Compensation Arrangements

Rural Insurance Group Limited, Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: www.fscs.org.uk

or You may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN. Their telephone number is 0207 8927300.

Data Protection

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is Rural Insurance Group Limited.

All personal information about You will be treated as private and confidential (even where You are no longer a customer) except where the disclosure is made at Your request, or with Your consent or where the law requires Us. As part of the Financial Service Authorities duties, We may be asked to provide them with access to Our customer

records in order that they may carry out a review of Our activities.

Some or all of the information You supply us with will be held on computer and may be passed to other insurance companies for underwriting and claim purposes. Under the Data Protection Act 1998 You have the right to see personal information about You that is held in Our records, whether electronically or manually.

If you have any queries please write to the Managing Director at the address shown in our Complaints Procedure.

Claims Procedure

Sections 1 - 9

First of all please refer carefully to Condition 6 on page 6 of this Policy.

If You wish to make a claim under the above sections of the Policy You should speak in the first instance the insurance intermediary who arranged the Policy for You. Their details are on the Policy schedule.

Alternatively you can report Your claim directly to our appointed Chartered Loss Adjusters - Agrical Limited.

Telephone 01937 838050
Fax 01937 838055
Email: york@agricol.com

Section 10 (Legal Expenses)

If You wish to make a claim under this section of the Policy please telephone DAS Legal Expenses Insurance Company on 0117 933 0684

Alternatively You can email newclaims@das.co.uk or write to:

The claims Department
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Note: Please do not contact DAS Legal Expenses Insurance Company Limited to report any claim other than one relating to Legal Expenses.

Full information on claims procedures is also available from the Rural Insurance Group website at www.ruralinsurance.co.uk

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Policy Definitions

The **Policy**, **Policy Schedule** and all operative endorsements are to be read as one contract and words and expressions defined below shall have the same meaning wherever they appear.

For the purposes of each Section of the **Policy** any word or expression defined in such Section shall have the same meaning wherever it appears in that Section.

Policy/The Policy

Notwithstanding anything contained to the contrary herein the word **Policy** shall be deemed to mean **Policy, Schedule**, Contract Wording and any endorsement attachments issued during the currency of **Your** insurance.

Excess

An amount deducted from each claim payment after the application of all other terms of the Policy.

Horse

The word horse shall include ponies, but not donkeys unless agreed by **Us**.

Insured/The Insured/You/Your

The person(s), Company or firm named as **The Insured** in the **Policy Schedule**.

Insurer/The Insurer/We/Us/Our

The **Insurers** for their respective proportions as stated herein, full details of which are shown on Page 2 of this **Policy** or as amended by Endorsement from time to time.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Schedule

The **Schedule** is part of this insurance and contains details of **You**, the Sums Insured, the **Period of Insurance** and the Sections of this insurance which apply.

Your Broker

The person(s) who has arranged this Insurance for **You**.

General Policy Conditions

- 1 Misrepresentation and Non-disclosure**
This **Policy** shall be voidable in the event of misrepresentation, mis-description, concealment or non-disclosure of any material fact. A material fact is one which may affect whether the **Insurers** agree to accept this risk or apply certain conditions knowing of the existence of such material fact. This obligation continues to apply throughout the currency of the **Policy**.
- 2 Fraudulent Claims**
If **You** make any claim which is fraudulent or intentionally exaggerated or if **You** make any false declaration or statement in support thereof the **Insurers** shall not provide an indemnity and the **Policy** shall be deemed to be voided in its entirety.
- 3 Arbitration**
If any difference arises as to the amount to be paid under this **Policy** (**Policy** liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference by this Condition is to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Insurer**.
- 4 Cancellation**
Rural Insurance Group Ltd acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 15 days notice by a Recorded Delivery letter to **You** at **Your** last known address and in such event **You** will be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This is subject to the retention by the **Insurer** of any minimum premium under this **Policy** or any section of it and/or if the premium has been based wholly or partly on any estimates the premium will be adjusted in accordance with the appropriate provisions.
- 5 Conditions Precedent**
You must pay due observance to the Terms, Provisions, Conditions, Endorsements, Exclusions and Warranties of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers and information supplied or in connection with the said **Proposal** shall be a condition precedent to any liability of the **Insurers**.
- 6 Notification of Claims**
(Not applicable to Section 10 – Legal Expenses)
On the happening of any event giving rise or likely to give rise to a claim under this **Policy** **You** must immediately give written notice of such an event to Rural Insurance Group Ltd via **Your Broker** who shall liaise with Rural Insurance Group Ltd or their appointed claims handler on **Your** behalf. **You** must supply Rural Insurance Group Ltd all such details and evidence, documentary or otherwise, and shall carry out such things as Rural Insurance Group Ltd may reasonably require.
- 7 Payment Of Claims**
(Not applicable to Section 10 – Legal Expenses)
The **Insurers** may at any time, **Policy** liability having been admitted, pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses prior to the date of payment.
- 8 Warranties**
Every Warranty to which the property insured or item thereof is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole term of this **Policy**. If **You** do not comply with any such Warranty, whether it increases the risk or not, this shall be a bar to any claim in respect of such property or item.
- 9 Pro- Rata Contribution**
(Not applicable to Section 10 – Legal Expenses)
If at the time of any damage resulting in loss under this **Policy** there be any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, the liability of the **Insurers** shall be limited to their rateable proportion of such loss.
- 10 Material Alteration**
You must give Rural Insurance Group Ltd immediate notice in writing via **Your Broker** of any alteration which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.

General Policy Conditions

11 Subrogation Rights

If **You** make any claim under this **Policy**, **You** must at the request and the expense of the **Insurers** do and concur in doing and permit to be done all such things as may be reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any destruction or damage under this **Policy** whether such acts and things shall become necessary or required before or after the indemnification by the **Insurer**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

- a) modify **Your** premium,
- b) issue a mid-term amendment to **Your Policy** terms and conditions,
- c) require **You** to make alterations to the risk insured by a required date(s),
- d) exercise **Our** right to cancel **Your Policy**,
- e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

12 EU Disclosure Clause

You are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

13 Contracts (Rights of Third Parties) Act 1999

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

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider your comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

14 Subjectivity Condition

The **Policy**, the **Proposal**, statement of fact and/or declaration made by **You**, and any endorsements on the **Policy**, the **Policy Schedule** and the Policy of Employers Liability insurance, should be read together and form the contract between **You** and **Us**.

We will clearly state if the cover provided by the **Policy** is subject to **You**:

- a) providing **Us** with any additional information requested by a required date(s),
- b) completing any actions agreed between **You** and **Us** by a required date(s),
- c) allowing **Us** to complete any actions agreed between **You** and **Us**.

- i) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) **We** may, at **Our** option, exercise **Our** right under the **Policy** Cancellation Condition.

Except where stated all other **Policy** Terms and Conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if we discover information material to **Our** acceptance of the risk.

Special Policy Conditions

- 1 It is warranted that every horse is sound and in perfect health and free from any illness, disease, lameness, injury or physical disability at the commencement date of any **Period of Insurance** and any subsequent renewal thereof. Any animal that does not fulfill the above criteria will not be covered for any liability relating to or associated with the said illness, disease, lameness, injury or physical disability. This means that existing abnormalities are NOT covered because this insurance is intended to provide protection against fortuitous events rather than the inevitable.
- 2 In the event of any lameness, accidental injury or illness of any insured horse, **You** shall at **Your** own expense immediately provide for adequate attendance and treatment by a qualified Veterinary Surgeon allowing removal for treatment if deemed advisable by the Veterinary Surgeon and provide again at **Your** expense a report by the attending Veterinary Surgeon on the condition of the horse and its veterinary history. **You** shall comply with every reasonable request issued by the **Insurer**.
- 3 **You** must take all reasonable precautions to ensure the safety of the animal(s) insured and to prevent injury, illness, theft, loss or damage.
- 4 **You** must, at **Your** expense in the event of death of the insured horse, immediately provide for attendance by a Veterinary Surgeon to certify the cause of death and undertake a post mortem if required by the **Insurer**. **You** shall obtain the best salvage value in respect of any horse which dies or is slaughtered.
- 5 No liability will be accepted under this **Policy** unless the proper cause of accident or a specific diagnosis of illness/disease has been established beyond reasonable doubt.
- 6
 - a) **The Insurer** reserves the right to have, at **Our** expense, a post mortem examination made by a Veterinary Surgeon to be nominated by the **Insurer**. The carcass of any deceased animal in respect of which it is intended to claim, shall not be opened, removed, interfered with, destroyed or otherwise parted with until at least forty-eight hours after Rural Insurance Group Ltd has received notice of death.
 - b) If no post mortem has been carried out within forty-eight hours as aforesaid, **You** shall not dispose of the affected part of the deceased animal without first giving seven days written notice to Rural Insurance Group Ltd of **Your** intention to do so.
- 7 **You** must, immediately on receipt, send unanswered to Rural Insurance Group Ltd any Writ, Summons or legal process. **You** shall at **Your** own expense and promptly, provide all information, assistance and co-operation as requested by or on behalf of **The Insurer** from time to time.

No negotiations, admission, repudiation or offer, promise, compromise or payment in respect of any claim must be entered into or made without the written consent of the **Insurer**. Nor shall **You** give any information or assistance to any person claiming against him/her or disclose the existence of this insurance.
- 8
 - a) **The Insurer** will be entitled to take over and conduct in **Your** name, any legal action and to take proceedings, at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation from any other person. The **Insurer** shall have full discretion on the conduct of any proceedings and in the settlement of any claim.
 - b) **You** shall give prompt attention to any request by or on behalf of the **Insurer** for information which, in their opinion, will facilitate the conduct of any enquiries and/or legal proceedings. In the absence of full co-operation and assistance from **You**, **The Insurer** will be under no obligation to indemnify **You** under this **Policy**.

Special Policy Conditions

- 9** All losses under Section 1, 2 and 9 must be supported by a purchase receipt for the insured horse, showing the date, price paid and name and address of vendor. All losses under Section 6 must be supported by a purchase receipt for each item showing the date, price paid and details of the item.
- 10** The liability of the **Insurer** shall not in any circumstances exceed the limit of indemnity stated in the **Policy** or the **Policy Schedule**.
- 11** It is warranted that the purposes for which the horse is insured are as specified in the Class of Use detailed in the Statement of Fact and the **Policy**.

General Policy Exclusions

Unless specified in each section to the contrary, **We** will not pay **You** for loss or damage in respect of all parts of this **Policy** as follows:

1 **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion**

This **Policy** does not cover

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b) any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 **War and Civil War Exclusion Clause**

This **Policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3 **Territorial Limits Exclusion**

Damage or consequential loss occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

4 **Northern Ireland Overriding Exclusion**

Notwithstanding anything in this **Policy** or in any extensions thereof, it is hereby declared and agreed that as an Exclusion overriding all other Terms (including the nature and terms of perils insured against) this **Policy** does not

cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (i) civil commotion.
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note: - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

For the purpose of this Exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this Exclusion, any loss, destruction or damage is not covered by this **Policy** the burden of proving that such loss, destruction or damage is covered shall be upon the **Insured**.

This overriding Exclusion applies to this **Policy** and to any extensions thereof, whether such extensions be issued before or after this overriding Exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

5 **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

General Policy Exclusions

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

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

If the **Insurers** allege that by reason of this Exclusion, any loss, injury, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

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

6 Consequential Loss

Any consequential loss.

7 Pre-existing Conditions

The recurrence of an illness, disease, lameness, injury, physical disability affecting the insured horse and existing or occurring prior to the inception of this **Policy** period whether claimed for or not. No accepted claim may therefore be carried over into the next **Policy** period for continuation under that years benefit.

Policy Cover

The cover options shown on the **Schedule** are as follows:

Level of Cover	Sections that apply
Value	1,2,3
Intermediate	1,2,3,4,5,6,7,8
Intermediate Plus	1,2,3,4,5,6,7,8
Enhanced	1,2,3,4,5,6,7,8,9
Enhanced Plus	1,2,3,4,5,6,7,8,9
Golden Years	1,2,3,4,5,6,7

Sections

- 1 Death of a horse
- 2 Theft or Straying
- 3 Public Liability
- 4 Vets Fees
- 5 Tack/Saddlery
- 6 Personal Accident & Dental Cover
- 7 Stable Loss
- 8 Loss of Entry Fees
- 9 Permanent Loss of Use
- 10 Legal Expenses - Optional

Class of Use

- Use A Dressage, driving (ex cross country and trials), gymkhanas, hacking, heavy horses (not working), unaffiliated show jumping, non-thoroughbred brood mares and stallions at stud, pony club events (ex racing), riding club events, showing in hand or under saddle, foals over 30 days old, novice hunter trials.
- Use B As above but also including: Combined training, hunting, open hunter trials, intermediate and novice eventing, heavy horse working, long distance riding, show jumping under BSJA rules, pony club (inc racing).

Section 1 – Death of a Horse

We will pay to **You**:

- a) the market value OR
- b) the amount insured

whichever is less in the event of death or slaughter on humane grounds of any horse covered during any

Period of Insurance resulting from:

- a) Accidental external injury
- b) Illness (not applicable to Golden Years Level of Cover)

sustained or contracted during the **Period of Insurance** including in the case of a mare foaling.

If however, an insured animal sustains an accident or incurs a disease during the **Period of Insurance** and **We** have been notified correctly, a claim under this Section will be met provided the animal dies during the 30 days following a renewal date irrespective of whether or not the **Policy** has been renewed and subject to all the Terms, Conditions, Warranties, Endorsements, Exclusions and Limits of the **Policy**.

Exclusions (Section 1 Death of a Horse only)

This Section does not insure:

- 1) Slaughter without the consent of the Insurer or the reports of two qualified Veterinary Surgeons (one appointed by the Insurer) at least one of whom has examined the horse, that the horse is undergoing suffering which is incurable and so excessive that immediate destruction is necessary for humane reasons.
- 2) Destruction under the order of any government, local authority or other body having jurisdiction.
- 3) Death as a result of undergoing a surgical operation or general anaesthetic, unless conducted by a Veterinary Surgeon in an immediate attempt to save the life of an animal or with the prior consent of the Insurer.
- 4) Unfitness or incapacity preventing the horse from fulfilling the purpose for which it is kept.
- 5) Destruction of the insured horse as a result of economic expediency.
- 6) Cost of euthanasia or disposal, or any consequential loss.

- 7) The administration of any medication unless by a qualified Veterinary Surgeon (or experienced personnel directed by him) and certified by the Veterinary Surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness; as used herein 'medication' includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.
- 8) Malicious or wilful injury caused by any of Your family or household or any employee of Yours or other persons who have care, custody or control of the insured horse.

Section 2 – Theft or Straying

We will pay You:

- a) the market value OR
- b) the amount insured whichever is less

if any horse described in the **Policy Schedule** is lost by theft during the **Period of Insurance**.

Providing that

- 1) In the event of theft, or attempted theft, of any insured animal immediate notification is made to the police and Us.
- 2) In the event of any payment being made the Insurer will reserve the right to take title and possession of the animal if subsequently recovered.

Exclusions (Section 2 Theft or Straying only)

This Section does not insure

- 1) Theft by or straying as a result of, an act or omission of a relation, family, agent, employee, or other person in a contractual relationship with the **Insured**.
- 2) Loss by voluntary parting with title or possession of the animal by the **Insured** whether or not induced by any fraudulent scheme, trick, device or false pretence.
- 3) Any consequential loss following theft or straying.
- 4) In the case of a mare, no cover is given for any embryo within the mare nor for any of her foals, unless such embryo or foal is separately insured hereunder.

Section 3 – Public Liability

We will indemnify **You** against liability at law for damages and claimants taxed costs and expenses following accidental:

- a) death or bodily Injury of any person.
- b) loss, destruction or Damage to material property which occurs and is evident during any **Period of Insurance** and is caused by or arises in connection with any horse described in the **Policy Schedule**.

In addition the **Insurer** will indemnify any person as though he were **You** who, with **Your** permission, is riding or has custody or control of any horse, described in the **Policy Schedule**, provided that such a person:

- i) is not entitled to partial or complete indemnity under any other Policy or insurance.
- ii) is subject to and observes the Terms, Conditions, Exclusions, Endorsements, Limits and Warranties of this **Policy** in so far as they can apply.

Definitions that apply to this Section of the Policy (only)

Damage

Physical destruction of or Damage to property.

Injury

Bodily Injury (which includes death disease or illness).

Asbestos

Asbestos, asbestos fibres and any derivatives of asbestos

Limit of Amount Payable

The amount payable under this section for any occurrences attributable to one source or original cause shall not exceed £2,000,000.

The **Insurer** may at any time pay any claim up to and including the limit of indemnity after deduction of all sums already paid. Such payment will release the **Insurer** from all further liability connected with such claim.

Exclusions (Section 3 Public Liability only)

We will not be liable under this Section for any claims arising directly or indirectly from, in respect of due to, caused by or arising from;

- 1) death or bodily Injury sustained by a relation, agent, employee, licensee or paying guest of the **Insured**.
- 2) death or bodily Injury sustained by a person under a contract of service or apprenticeship with **You** arising out of or in the course of such contract or apprenticeship.
- 3) loss or damage to property belonging to or in **Your** custody or control.
- 4) the hiring out of any horse by **You** or its use by any riding establishment.
- 5) damage to fences or growing crops caused by any insured horse while being ridden, driven or led.
- 6) **Your** trade, business or profession.
- 7) the serving or attempting to serve a mare by a stallion.
- 8) any agreement unless liability would have existed in the absence of such agreement.
- 9) Claims arising from any incident involving horse-drawn vehicles or trailers, unless the horse-drawn vehicle or trailer is drawn by a Horse covered under this policy.
- 10) - exposure to
- inhalation of
- fears of the consequence of exposure to or inhalation of
- the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, including any product containing Asbestos.
- 11) The first £250 of each property Damage claim.

Section 4 – Veterinary Surgeons Fees

We will pay **You** an amount up to and not exceeding the Limit of Indemnity shown in the Benefit Table below in respect of any one occurrence for treatment administered by a qualified Veterinary Surgeon following:

- a) Accidental external injury identifiable to a known cause and specific date
- b) A specifically diagnosed Illness (not applicable to Golden Years Level of Cover)

sustained or contracted during this **Period of Insurance**. All subject to written notice of such accident, illness or disease having been given immediately to **Us** before the expiry of this **Policy**.

Referrals for second opinion and specialised hospital/treatment centres are not regarded as standard veterinary fees and the **Insurer's** discretionary permission **MUST** be obtained in writing before any such treatment is undertaken, otherwise **NO** liability can be accepted for this. Each claim must be substantiated by a detailed account from the attending Veterinary Surgeon and a report providing full medical history of the animal must be given.

BENEFIT TABLE

Level of Cover	Limit of Indemnity	Excess
Intermediate	£1000 per policy year	£100 per incident
Golden Years	£1000 per policy year	£100 per incident
Intermediate Plus	£3000 per incident	£250 per incident
Enhanced	£3000 per incident	£250 per incident
Enhanced Plus	£5000 per incident	£500 per incident

Exclusions (Section 4 Veterinary Surgeons Fees only)

This Section does not insure:

- 1) Veterinary Surgeons fees for any surgical operation performed or general anaesthetic administered unless in an immediate attempt to save the life of the animal or with prior written authority of the Insurer or in an attempt to prevent a claim under Section 1 of this Policy.

- 2) Claims relating in any way to the horse being in foal, wolf teeth removal or preventative inoculation.
- 3) Any costs incurred after 12 months from the occurrence of the injury or illness.
- 4) The first amount of each claim as shown under "Excess" in the Benefit Table above.
- 5) Any costs incurred in respect of alternative treatment in excess of £500. Alternative treatment shall include but not be limited to laser treatment, swimming therapy, physiotherapy, Surgical Shoeing and other treatments recommended by the Veterinary Surgeon.
- 6) Any veterinary costs incurred in respect of any animal aged 16 years or over, unless Golden Years Level of Cover has been taken out.
- 7) Any loss sustained within 10 days of the inception of cover date as determined by the Insurers unless such loss can be deemed to be caused by accidental injury sustained within the Policy period.

Section 5 – Saddlery and Tack

We will pay **You** an amount up to and not exceeding the Limit of Indemnity shown in the Benefit Table below for Loss of or damage to saddlery and tack belonging to **You** following:

- a) Theft
- b) Accidental Loss or damage to **Your** premises

during the **Period of Insurance**.

The **Insurer** shall only be liable for the current market value of the saddlery and tack immediately preceding its loss.

BENEFIT TABLE		
Level of Cover	Limit of Indemnity	Excess
Intermediate	£1000 per policy year	nil
Golden Years	£1000 per policy year	nil
Enhanced	£1000 per policy year	nil
Intermediate Plus	£2000 per policy year	nil
Enhanced Plus	£2000 per policy year	nil

Exclusions (Section 5 Saddlery and Tack only)

This Section does not insure:

- 1) Clothing, personal effects;
- 2) Loss or damage arising from moth, mildew, mould, vermin, wear and tear, gradual deterioration, inherent defect or the process of cleaning, dyeing, repairing, restoring or altering of any article.
- 3) Theft from a building unless it is totally enclosed and secure, the doors of which are locked by a patent five lever lock and the windows also to be securely locked. Such theft must be as a result of violent forcible entry to the building.
- 4) Theft from a vehicle unless the vehicle is locked and the vehicles windows, roof opening and hood are closed.

Definition that applies to this Section of the Policy

Tack

Saddle, bridle, harness or any other riding tack normally attached to the insured horse for the purpose of riding, leading, lunging, driving or while the horse is at grass.

Condition

The insurance of property hereunder is subject to the Condition of Average, that is to say if the property covered by this **Policy** shall at the time of any loss of damage be of greater value than the Sum Insured, **You** shall only be entitled to recover hereunder such proportion of the said loss or damage as the Sum Insured hereon bears to the total value of the said property.

Section 6 – Personal Accident and Dental Cover

We will pay in accordance with the Schedule of Benefits shown below:

Benefits 1, 2, 3 and 4 to **You** or any person using the horse with the **Your** permission for accidental bodily Injury sustained whilst riding, mounting or dismounting or whilst lunging or leading any horse described in the **Policy Schedule**.

PROVIDED any consequence of any physical defect or infirmity or medical condition has been declared to and accepted by the **Insurer**.

Schedule of Benefits

In the event of accidental bodily Injury being sustained by the insured person during the **Period of Insurance** benefit will be paid as follows:

- | | |
|--|--------------|
| 1) Death by Accident | £15,000 |
| 2) Permanent Total Disablement | £15,000 |
| 3) Loss of one or more Limbs or one or both Eyes | £15,000 |
| 4) Dental Treatment | up to £1,000 |

Excess:

£50 each and every claim

Provisions

- 1) In respect of any insured person under the age of 16 years at the time of the Injury, benefits 1, 2 and 3 will be limited to £2,500.
- 2) Compensation shall not be payable:
 - a) under items 1 or 3 of the Schedule of Benefits unless such death or loss occurs within twelve months from and as a direct result of the Injury sustained during the **Period of Insurance**.
 - b) under item 2 of the Schedule of Benefits except on proof to the **Insurer** that the disablement has continued for twelve months as a direct result of the Injury sustained during the **Period of Insurance** and in all probability will continue for the remainder of the insured person's life.
- 3) The maximum of benefits under items 1, 2 and 3 of the Schedule of Benefits payable for one or more Injuries sustained by an insured person during the **Period of Insurance** shall not exceed £20,000 or in the case of dental treatment, £1,000.

Definitions that apply to this Section of the Policy

Injury

Bodily Injury caused solely and directly through accidental, external, violent and visible means.

Permanent Total Disablement

Absolute disablement from engaging in or giving attention to any and all gainful occupation for twelve calendar months and at the end of that time beyond hope of improvement.

Permanent loss of a Limb

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.

Loss of an Eye

The complete and irrecoverable loss of the sight of any eye.

Exclusions (Section 6 Personal Accident and Dental Cover only)

This Section does not insure death, disablement or dental treatment caused by or resulting from accidents occurring whilst **You** or a person acting with **Your** permission:

- i) engages in racing of any kind or driving in trials or competitions.
- ii) is under the influence of intoxicating liquor or drugs.
- iii) inflicts intentional self-injury or commits suicide.
- iv) is over 70 years of age or under 5 years.
- v) is not wearing a riding hat conforming to current British Standards.

Section 7 – Stable Loss

We will pay **You** an amount not exceeding £50 per week up to a maximum of £500 for the cost of alternative stabling following the total destruction of **Your** private stables as a result of fire, flood or tempest.

Receipts from a recognised riding establishment or livery yard must be provided to substantiate the dates of stabling and the charges incurred.

Section 8 – Loss of Entry Fees

We will pay up to £300 in respect of irrecoverable loss of entry fees paid in advance due to non-participation in shows or events caused by:

- a) the death or illness of an insured animal provided that such death or illness is an admitted insurance claim hereunder, or
- b) the hospitalisation of **You**, or the proposed rider, at the time of the show or event.

Section 9 – Permanent Loss of Use

We will pay You:

- a) the market value or the amount insured whichever is the less, in the event of any insured horse sustaining an accidental injury identifiable to a known cause and specific date or specifically diagnosed illness sustained or contracted during this **Period of Insurance** which Permanently prevents it from fulfilling the functions or duties for which it is insured and provided the Permanent Incapacity is confirmed by the **Insurer's** and **Your** Veterinary Surgeon(s).

OR

- b) up to 60% of the market value or of the sum insured whichever is the lesser amount if the insured horse is Incapable of participating in the activities for which it is kept, but can still be ridden or used for breeding purposes.

Upon settlement of a claim under this Section, all liability of the **Insurer** under this **Policy** in respect of cover under Sections 1, 2 and 4 shall cease.

Provided an insured horse sustains an accident or incurs a disease during the **Period of Insurance** and **We** have been notified correctly, a claim under this section will be met should the animal be certified as Permanently Incapacitated during the 365 days following the renewal date irrespective of whether the **Policy** has been renewed and subject to all Terms, Conditions, Warranties, Exclusions, Endorsements and Limits.

Special Conditions (Section 9 Permanent Loss of Use only)

Any disagreement between **You** and the **Insurer's** Veterinary Surgeons over Permanent Incapacity of the insured animal shall be referred to an independent Veterinary Surgeon mutually agreed upon by both sides who will act as arbitrator. His decision shall be binding on both **Insurer** and **You**. The cost of such arbitration shall be shared equally between both parties.

If at any time after payment the Incapacity ceases or the animal becomes capable of one or more of the said purposes, **You** shall refund to the **Insurer** immediately without application the sum paid by the **Insurer** and the **Insurer** shall have the right to recovery by proceedings of any sum returnable to them under the terms hereof.

On settlement of any claim resulting in the Sum Insured or the Market Value if less being paid, the

Insurer shall, if it so elects, take undisputed ownership of the animal in question, including any documents relating thereto.

In the event of the said animal remaining **Your** property, **You** shall at **Your** own expense arrange for the said animal to be freeze marked with the designated mark to signify a loss of use claim has been paid and fulfilment of this requirement shall be a condition precedent to liability under the **Policy**.

Definitions

'Incapacity' 'Incapable' and 'Incapacitated' mean total disability from taking part in each and every insured use.

'Permanent' means occurring, evident and continuing for twelve months and at the expiry of that period, beyond the hope of improvement.

Exclusions (Section 9 Permanent Loss Of Use only)

This Section does not insure

- 1) Accidental injury or illness which renders an insured horse unsuitable for showing.
- 2) Any condition which is a vice or behavioural problem whether or not resulting from accidental injury or illness.
- 3) Any part of the value of the horse which relates to prospective competition or future success of any form.
- 4) Permanent Incapacity (as defined) of any animal until it has been insured hereunder for thirty days prior to any illness or accident manifesting itself.

Section 10 – Legal Expenses

This section of your Insurance is underwritten by DAS Legal Expenses Insurance Company Limited. DAS manage and administer all claims under this section.

Definitions specific to Section 10 – Legal Expenses (in addition to the Policy Definitions on page 4)

Appointed Lawyer The Lawyer, or other suitably qualified person, who has been appointed to act for **The Insured** under Condition 2 of this section.

Insured Incident

An event which:

- causes damage to **The Insured's Horse** or to personal property on **The Insured** or the **Horse**; or
- injures or kills **The Insured** while he or she is on the **Horse**.

Legal Costs

All reasonable and necessary costs charged by the **Appointed Lawyer** on a standard basis. **We** will also pay the costs incurred by opponents in civil cases if **The Insured** has been ordered to pay them or pays them with **Our** agreement.

The Cover

We agree to provide the Insurance in this section of **Your Policy**, keeping to the terms, conditions and exclusions as long as:

- the **Insured Incident** happens during the **Period of Insurance**; and
- any legal proceedings will be dealt with by a court or other body which **We** agree to; and
- in civil claims it is always more likely than not that **The Insured** will recover damages (or other legal remedy) or make a successful defence.

Following an **Insured Incident**, **We** will negotiate to recover **The Insured's** uninsured losses and costs and will help in appealing or defending an appeal. If an **Appointed Lawyer** is used, **We** will pay the **Legal Costs** for this.

The most **we** will pay for all claims that arise from the same **Insured Incident**, is £50,000.

Making a claim

If **You** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

Telephone **Us** on 0800 783 6066 as soon as possible after **Your** accident to speak with one of **Our** dedicated Customer Claims handlers. Please do not ask for help from a Solicitor before **We** have agreed. If **You** do **We** will not pay the costs involved.

Exclusions (section 10 Legal Expenses only)

- 1) Any claim reported to **Us** more than 180 days after the date **The Insured** should have known about the **Insured Incident**.
- 2) Any **Legal Costs** that are incurred before **We** agree to pay them.
- 3) Any claim relating to a contract involving the **Horse**.
- 4) Any disagreement with **Us** that is not in Condition 7 of this section.
- 5) Any legal action that **The Insured** takes which **We** or the **Appointed Lawyer** have not agreed to, or where **The Insured** does anything that hinders **Us** or the **Appointed Lawyer**.

Special Conditions (section 10 Legal Expenses only)

1. **The Insured** must:
 - (a) take reasonable steps to keep any amount **We** have to pay as low as possible;
 - (b) send everything **We** ask for, in writing;
 - (c) give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
2.
 - (a) **We** can take over and conduct, in the name of **The Insured**, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed. **We** can negotiate any claim on behalf of **The Insured**.
 - (b) if **We** agree to start legal proceedings, or if there is a conflict of interest, **The Insured** can choose an **Appointed Lawyer** by sending **Us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of **Appointed Lawyer**,

Section 10 – Legal Expenses (continued)

- another lawyer can be appointed to decide the matter (see Condition 7).
- (c) Before **The Insured** choose a lawyer, **We** can appoint an **Appointed Lawyer**.
- (d) An **Appointed Lawyer** will be appointed by **Us** and represent **The Insured** according to **Our** standard terms of appointment. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
- (e) **We** will have direct contact with the **Appointed Lawyer**.
- (f) **The Insured** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up to date with the progress of the claim.
- (g) **The Insured** must give the **Appointed Lawyer** any instructions that **We** ask for.
3. (a) **The Insured** must tell **Us** if anyone offers to settle a claim.
- (b) If **The Insured** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
- (c) **The Insured** must not negotiate or agree to settle a claim without **Our** approval.
- (d) **We** may decide to pay **The Insured** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
4. (a) **The Insured** must tell the **Appointed Lawyer** to have **Legal Costs** taxed, assessed or audited.
- (b) **The Insured** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
5. If an **Appointed Lawyer** refuses to continue acting for **The Insured** with good reason or if **The Insured** dismisses an **Appointed Lawyer** without good reason, the cover **We** provide will end at once, unless we agree to appoint another **Appointed Lawyer**.
6. If **The Insured** stops a claim without **Our** agreement, or does not give suitable instructions to an **Appointed Lawyer**, the cover **We** provide will end at once.
7. If **We** and **The Insured** disagree about the choice of **Appointed Lawyer**, or about the handling of a claim, **We** and **The Insured** can choose another lawyer to decide the matter. We must both agree to the choice of this person in writing. If **We** cannot agree with **The Insured** about the choice of the second lawyer, **We** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

Helpline Service

Eurolaw Personal Legal Advice Service **We** will give an **Insured Person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

We provide the service 24 hours a day, seven days a week during the **Period of Insurance**. To help **Us** check and improve **Our** service standards,

We record all calls.

To use this helpline service, please phone 0117 934 0552 quoting policy number TS3/4896297.

Please do not phone us to report a general insurance claim.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.