



PELIWICA^{LTD}
INSURANCE

Equine Policy Wording

V.3 August 2019

Contents

Contents	1
Welcome	3
The insurance contract.....	3
Details of the insurers and regulators.....	3
General definitions.....	4
Important information.....	5
Important conditions	5
Information you have given us	6
Notifying us of any changes	7
Changes in fair market value	7
Cancelling this insurance.....	7
Cooling off period	7
Cancellation outside the cooling off period	8
How to make a claim.....	8
Things you must do.....	8
Disputed fair market value	9
Fraudulent claims	10
How to make a complaint	10
Compensation	10
The effect of other insurance	11
Our rights.....	11
Data Protection Notice.....	11
Sanctions.....	12
Choice of Law and Jurisdiction	12
Several Liability.....	12
General Exclusions.....	12
1A: Death of Horse.....	14
What is covered.....	14
What is not covered	14
Euthanasia and Disposal Charges	15
1B: Theft of the Horse.....	16
What is covered.....	16
What is not covered	16
Additional important conditions	16
Section 2: Economic Slaughter and Permanent Loss of Use	17
Definitions.....	17
What is covered.....	17
What is not covered	17
Additional important conditions	17
How we deal with your claim.....	17

Section 3: Veterinary Fees	19
Definitions.....	19
What is covered.....	19
What is not covered	19
Lameness Diagnostics Co-insurance	21
Additional important conditions	21
Life Saving Surgical Fees Extension.....	21
What is covered	22
What is not covered.....	22
Section 4: Third Party Liability Section	23
Definitions.....	23
What is covered.....	23
What is not covered	23
Additional important conditions	24
Excess.....	24
Section 5: Personal Accident	25
Definitions.....	25
What is covered.....	26
What is not covered	26
Dental Treatment.....	27
What is covered	27
What is not covered.....	27
Additional conditions	28
Section 6: Saddlery and Tack	29
Definitions.....	29
What is covered.....	29
What is not covered	29
Excess.....	30
Additional important conditions	30
Additional claims conditions	30
Section 7: Horse Trailers	31
Definitions.....	31
What is covered.....	31
What is not covered	31
Additional claims conditions	32
Average.....	32
Excess.....	32
Eligibility	33
What is covered.....	33
What is not covered	33
Additional conditions	33

Welcome

Thank you for choosing to arrange your insurance with Peliwica Limited.

Peliwica Limited has been formed to provide a comprehensive range of innovative insurance products for the equestrian, agricultural and niche market communities. In times of change caused by legislation or technology, we have responded to the needs of the equestrian community by providing constantly improving products, reflecting our long-term commitments to meeting the insurance needs of the equestrian community.

The insurance contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed to this contract of insurance, up to the sums insured or limits for coverages as specified in the **schedule** for losses occurring during the **period of insurance**.

Details of the insurers and regulators

This insurance has been arranged through Peliwica Limited of Copthall Bridge House, Station Bridge, Harrogate, North Yorkshire, HG1 1SP.

Peliwica Limited is authorised and regulated by the Financial Conduct Authority (FCA) with the Financial Services Register number of: 808026.

Peliwica Limited has arranged the insurance provided in accordance with the authorisation granted to it under a contract of delegated authority by Tokio Marine Kiln Syndicates Limited. The Unique Market Reference of the delegated authority agreement is B6089PSH18B0002.

This policy is an insurance contract between Tokio Marine Kiln Syndicates Limited and **you**.

Only **you** and **us** can enforce the terms of the insurance. The Contract (Rights of Third Parties) Act 1999 will not grant any additional rights under this insurance in favour of any third party, but this does not affect any legal right or remedy of a third party which exists or is available apart from such Act.

Tokio Marine Kiln Syndicates Limited is authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and the PRA, with a Financial Services Register number of: 204909.

The above can be checked and further details obtained from:

www.bankofengland.com

www.register.fca.org.uk

for the PRA, and

for FCA.

General definitions

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

Broker	the insurance broker or intermediary who arranged this insurance on your behalf.
Claiming race	means any claiming, selling, auction, combination or other type of race in which the ownership interest of the horse can change.
Clinical sign(s)	means a change in the horse's normal healthy state, condition, appearance or bodily function.
Horse	means any horse or horses specified in the schedule , which includes any whole or part financial interest, to the extent of that interest.
Humane destruction	<p>means that the horse suffers an injury or is afflicted with an excessively painful disease, and a veterinary surgeon appointed by us shall first have given a written certificate that the suffering of the horse is incurable and so excessive that immediate destruction is imperative for humane reasons; or</p> <p>that the horse suffers an injury and a veterinary surgeon appointed by you shall first have given a written certificate that the suffering of the horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by us.</p>
Fair market value	means the price at which ownership of the horse would change between a willing buyer and a willing seller immediately before the accident, injury, illness, disease or theft occurred, neither being under any compulsion to buy or sell and both having reasonable knowledge of the horse .
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 schedule and detailed at the end of this document.
Geographical limits	means England, Wales, Scotland, Channel Islands and the Isle of Man. Or as otherwise agreed by Underwriters.
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 schedule .
Post-mortem	means the examination of the horse after its death and preparation of a written report, which shall include a necropsy examination, made by a veterinary surgeon including, for example, establishing the identity, the cause of death or the reason for the humane destruction of the horse .
Pre-existing Condition(s)	<p>means an injury, illness or disease that:</p> <ul style="list-style-type: none">• first showed clinical sign(s); or• is the same as, or has the same diagnosis or clinical sign(s) as an injury, illness or disease that first showed clinical sign(s); or• is caused by, relates to, or results from an accident, injury, illness, disease or clinical sign(s); <p>before the effective date of this insurance, no matter where the injury, illness, disease or clinical sign(s) were noticed or happened in or on your horse's body.</p> <p>This applies in all cases regardless of whether:</p> <ul style="list-style-type: none">• the injury, illness, disease or clinical sign(s) presents in the same or different part of the horse's body, and/or• we do, or do not, provide coverage for the illness, injury, disease or clinical sign(s).

Schedule	means the document showing an outline of the cover provided under your policy showing details of the policyholder, relevant limits, applicable excesses and sums insured.
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 Tokio Marine Kiln Syndicates Limited.
You/your/insured	means the partnership, corporation, organisation or person(s) specified in the schedule .

Important information

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

This insurance documentation sets out the terms and conditions of the contract of 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 **schedule** is accurate. See "Information you have given us" section; and
- comply with all **your** duties and obligations under the insurance, including the important conditions below, and the action **you** must take in the event of a claim.

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

Important conditions

If **you** breach any of the following important conditions this may result in **us** not paying a claim, **us** reducing the amount payable under a claim or **we** may treat this insurance as though it had never existed in respect of such **horse**.

1. At the commencement of this insurance, with the exception only of those matters relating to the **horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **us**, the **horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.
This shall also apply in respect of changes to the policy, for example:
 - a) any additional sums insured on the **horse**; and/or
 - b) any **horse** added to this insurance; and/or
 - c) any other extension of or addition to coverage.
 In the event of any change in the insurance cover, this condition must also be satisfied as at the date of such change.
2. **Our** acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **your** proposal for insurance or any extension of or addition to coverage on the **horse** neither removes nor reduces the requirement of full compliance with the condition in 1, above. However, if **we** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **us** to prove that the **horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **horse** under this insurance.
3. **You** must at all times provide proper care and attention for the **horse** and do all things possible to avoid or minimise any loss covered under this insurance.

4. In the event of any illness, disease, lameness, injury, accident or physical disability suffered by the **horse**, **you** must as soon as practicable 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 practicable notify **us** via **your broker**, **We** 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 **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. 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.
6. The **horse** must remain within the **geographical limits** during the whole **period of insurance**, unless otherwise agreed by **us** and shown by endorsement in **your schedule**.
7. **You** must notify **us** via **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.
8. **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 interest from the date of payment of a claim before any monies are paid to **you** for **your** uninsured loss, if any.
9. If **we** make any payment under this Insurance, then **we** will be entitled to the extent of such payment and to all **your** rights and remedies against any party and will be entitled at **our** own expense to sue in **your** name.

Information you have given us

In deciding to accept this insurance and in setting the terms and the 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 false or misleading 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;
- charge **you** more premium for **your** insurance or reduce the amount **we** pay on a claim if the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" clause. **We** 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 **us** via **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens 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 **us** amending the terms of **your** insurance.

Changes in fair market value

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

You must notify **us** via **your broker** soon as practicable 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** interest in the **horse** could have been claimed or sold at a price that is less than the sum insured specified in the **schedule**, then the sum insured specified in the **schedule** 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 specified in the **schedule** 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 are not satisfied and/or the sale is not completed, then the sum insured specified in the **schedule** shall automatically be reduced to either the:
 - a) **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; or
 - b) the amount stated in the **schedule**, whichever is the lesser.

In the event that the sum insured specified in the **schedule** is reduced under one of the above conditions, **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **schedule**.

Cancelling this insurance

To cancel, contact **us** via **your broker**.

Cooling off period

You are entitled to cancel this insurance by writing to **us** via **your broker** within fourteen (14) days of either:

- the date **you** receive this insurance documentation; or
- the state date of the **period of insurance**

whichever is the later.

If you cancel within this fourteen (14) day cooling off period we'll refund any premium paid, providing no claim has been made.

Cancellation outside the cooling off period

You can cancel this insurance at any time by notifying **us** via **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

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **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, the deduction for the time **you** have been covered will be half the annual premium.

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

If a claim is paid on any **horse**, whether by settlement, compromise or otherwise, no return of the annual premium will be allowed.

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

In the event of a claim being made under this policy, the full annual premium becomes due. Any outstanding premium will be deducted from the claim settlement.

How to make a claim

Things you must do

In the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to a **horse**, **you** must as soon as practicable 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 practicable notify **us** via **your broker**. **We** 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 practicable, and at **your** own expense, arrange for a **veterinary surgeon** 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).
in addition,
 - a) for a **horse** with a sum insured exceeding GBP10,000, a **post-mortem** will be required, unless **we** agree otherwise in writing. **THE COST OF THE POST- MORTEM MUST BE MET BY YOU.**
 - b) for a **horse** with a sum insured not exceeding GBP10,000, **we** may still require a **post-mortem**. However, the cost of the **post-mortem** will be met by **us**.
2. as soon as possible, notify **us** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **We** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.

3. provide **us** with a detailed Claim Form within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as practicable.
4. We will not pay any claim under sections 1 or 2 of your policy until we receive (a) the horse's passport or any other evidence of legal ownership that we require, and (b) where the horse is on loan to you, a copy of the loan agreement.

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 practicable 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**, if required by us or our representatives; and
- b) providing as soon as practicable 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) otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **we** or **our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **us**, **your** claim may be rendered null and void or **we** may reduce the amount **we** pay to the extent of that prejudice.

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. There will be a sole person selected by **you** from a list, provided by **us**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
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, each then having 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 up to, but not exceeding, the sum insured stated specified in the **schedule**.
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

If **we** establish that **you** or anyone acting on **your** behalf make a claim under this insurance through concealment, misstatement or by deliberately providing false information, then **we** will:

- not pay that claim and, if applicable, recover any claim already paid that was subject to the concealment, misstatement or deliberately providing false information, and
- not pay any claim arising under this insurance after the date the fraud was committed, and
- cancel this insurance with immediate effect from the date the fraud was committed, and send notice of this in writing to **you** at **your** address shown in the **schedule**, and
- keep any premium paid to **us**.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Peliwica Limited
23 Victoria Avenue
Harrogate, HG1 5RD
T: 01423 790440
Email: complaints@peliwica.co.uk

or;

The Complaints Manager
Tokio Marine Kiln Group Limited
20 Fenchurch Street
London, EC3M 3BY
United Kingdom
T: +44 (0)20 7886 9000
Email: complaints@tokiomarinekiln.com

If **you** remain dissatisfied **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 0234567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Making a complaint does not affect **your** right to take legal action.

Compensation

The insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

The effect of other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

If **we** have agreed to endorse any other insurance to this insurance, then **we** will only be liable under this insurance for **our** proportion of the **fair market value** in the same ratio as the sum insured on this insurance bears to the total amount of all insurance coverage on the **horse** for death or **humane destruction** (whether valid or collectable or not) up to, but not exceeding, the sum insured as specified in the **schedule**.

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 to jeopardise or extinguish any rights against a third party or parties, and **you** must do everything possible to preserve such rights.

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 practicable be paid and/or delivered to **us** following receipt.

Data Protection Notice

For the purposes of this Notice, "**We/Us/Our**" includes Tokio Marine Kiln Syndicates Ltd, the coverholder (Peliwica Limited) and any agents. **You/Your** includes the **Insured**, and anyone who provides data to the coverholder, or who is or becomes insured by **Us** under a contract of insurance (the **Policy**).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in [the London Insurance Market Core Uses Information Notice](#) which **You** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as family, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the **Policy**, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact Peliwica Limited on 01423 790440.

If **You** are not satisfied with the way in which any personal data has been managed, **You** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

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 contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Any term in this contract which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

Several Liability

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

General Exclusions

We will not pay any claim arising out of or relating to:

1. Uninsured use
any form of Use not specified in the **schedule**.
2. Unlawful activity
You acting unlawfully.
3. Avian Influenza This insurance does not cover death or **humane destruction** directly or indirectly caused by, happening through, in consequence of, or contributed to by, Avian Influenza or any mutant variation.
4. Radioactive contamination and explosive nuclear assemblies

any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

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

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.

6. Terrorism

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

7. Sonic bangs

loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8. Institute cyber attack

loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

9. Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

10. Asbestos

any liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sales, use or exposure to asbestos or materials or products containing asbestos, whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

Section 1 Loss of Horse

1A: Death of 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 specified in the **schedule**, provided that such accident, injury, illness or disease first occurring and first manifesting 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 **us** 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 on page 9).

What is not covered

We will not pay for:

1. death, intentional slaughter or **humane destruction** of the **horse** in any way attributable to 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 and 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, happening through, in consequence of or contributed to by one or more of the following:
 - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance** and to have been carried out in an emergency 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;
 - e) use of the horse for a purpose other than that stated in the schedule.

4. any **post-mortem** costs for a **horse** with a sum insured exceeding GBP10,000 (see "Things **you** must do" in the "How to make a claim" section on page 9).

Euthanasia and Disposal Charges

What is covered

Subject to all of the terms and conditions of this insurance it is agreed that **we** will pay **you** a maximum amount of GBP300 towards the cost of euthanasia, removal and disposal of **your horse's** remains following a covered claim under section 1A of your policy.

Additional claims conditions

In addition to the "Things you must do" in the "How to make a Claim" section in the insurance, the following additional claims conditions also apply:

- 1) In the event of a claim **you** will need to provide **us** with a copy of the collection charges receipt and euthanasia invoices as proof of the amount paid.
- 2) The claim for disposal has to be submitted within thirty (30) days of death of the **horse**.

1B: Theft of the Horse

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 specified in the **schedule**.

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 **schedule**; or
3. straying of the **horse**.

Additional important conditions

If **you** breach any of the following important conditions this may render **your** claim null and void or reduce the amount payable or **we** can treat this insurance as though it had never existed in respect of such **horse**.

- a) Prior to the commencement date of this insurance there must have been no theft or attempted theft of **your** equine property, or threat against **you** or **your** equine property whether insured, insured elsewhere or uninsured.
- b) **We** will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period.
- c) **You** must as soon as practicable report the theft of the **horse** to **us** and to the local Police and follow their recommendations.
- d) 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 **schedule**, will become null and void.
- e) In the event of any payment under this additional coverage, **we** reserve the right to take title and possession of the **horse** if it is subsequently recovered.

Section 2: Economic Slaughter and Permanent Loss of Use

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

Loss of Use means that the **horse** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **schedule**

What is covered

Subject to all the terms and conditions of the insurance to which this section relates (with the exception of number 1 under "What is not covered" on page 15 of Section 1A: Death of Horse) 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 deemed to be **loss of use**, 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 **schedule** 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
- d) as a result of lack of ability or suitability or behavioural problems.

Additional important conditions

The **loss of use** 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.

With effect from the date **we** accept a claim under Section 2: Economic Slaughter and Permanent Loss of Use, all liability under the policy Sections 1A: Death of **Horse**, 2: Economic Slaughter and Permanent Loss of Use and 3: Veterinary Fees, shall cease.

How we deal with your claim

1. Following notification in accordance with the additional important condition above, in the event that the accident, injury, illness or disease has not resulted in **loss of use** until after the expiry date of this insurance, claims shall be considered under this section providing the **loss of use** as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within twelve (12) months from the date of such occurrence and manifestation.
2. Following notification in accordance with the important additional conditions above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**.
3. 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**. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons**

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

4. If, in the event of a claim accepted by **us**, **you** elect to keep the horse for personal pleasure purposes only and in retirement from any competition use then **we** will pay 60% (sixty per cent) of whichever is the lower of the fair market value or the sum insured specified in the schedule in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** freeze branded in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.

Section 3: Veterinary Fees

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

Alternative treatment	means the treatment carried out by a veterinary surgeon or on the recommendation of a veterinary surgeon , by a therapist or farrier who holds a nationally recognised qualification in their subject. The following treatments are considered to be alternative treatment for the purposes of this insurance: Acupuncture, Chiropractic Manipulation, Homeopathy, Hydrotherapy, Laser Therapy, Osteopathy, Physiotherapy, and Remedial/Corrective Farriery.
Co-insurance	means the amount expressed as a percentage of each claim which you must pay in addition to any excess .
Excess	means the monetary amount you must pay in the event of a loss or losses covered by this insurance before any claim shall be payable.
Lameness diagnostics	means reasonable and customary veterinary fees for methods used by a veterinary surgeon to determine the cause and/or type of lameness condition or lameness injury including but not limited to radiographs, gamma scintigraphy (bone scans), ultrasound examination, MRI's and CT scans.
Lameness condition or lameness injury	means a deviation and/or departure from the horse's normal or usual gait caused by an accident, injury, illness or disease of the limbs, trunk and/or spine.

What is covered

Subject to all of the terms and conditions of the insurance to which this section relates and subject to the additional terms and conditions and additional important conditions below, this insurance will reimburse **you** up to the amount stated in the **schedule** for reasonable and customary veterinary fees incurred as a direct result of an accident, injury, illness or disease first occurring and first manifesting during the **period of insurance**. Our limit of liability per claim during the period of insurance under this section shall not exceed the limit stated in the schedule and in any case shall not exceed GBP10,000 in the annual aggregate.

What is not covered

This section does not cover:

1. a. veterinary treatment unless performed by a **veterinary surgeon**.
- b. **post-mortem** fees or costs.
- c. euthanasia of the **horse**.
- d. disposal of the remains.
- e. the proportion of bills for livery and/or hospitalization exceeding GBP300 or 50% of the costs and expenses incurred, whichever is less, following surgery unless at a licensed veterinary clinic or hospital and necessary for the treatment of a covered medical condition.

- e. non-medical charges including but not limited to post, packaging, completion of claim(s) form(s), reports and any associated administrative costs.
 - f. 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 during the **period of insurance**.
 - g. vices.
 - h. wolf teeth.
 - i. routine costs of pregnancy and/or foaling.
 - j. any procedures, treatments or **medication** for the maintenance of a sound and healthy **horse**.
 - k. any elective, voluntary, cosmetic or performance-enhancing surgical or medical treatment or **alternative treatment** including any associated diagnostics.
 - l. the cost of treatment that is not veterinary treatment that could be carried out by **you**, unless **your veterinary surgeon** confirms that a **veterinary surgeon** must carry out this regardless of **your** personal circumstances. This includes the use of horse walkers and other aids.
 - m. any treatment or diagnostics in any way related to or associated with poor performance, unless established and certified by **our veterinary surgeon** to have been caused by an accident, injury, illness or disease occurring during the **period of insurance**.
 - n. gastric ulcers, unless coverage under this section has been in effect for a minimum of ninety (90) days, the **horse** is symptomatic and the diagnosis of gastric ulcers has been confirmed by gastroscopy within the previous fifteen (15) days to commencing treatment. Reimbursement for ulcer medication prescribed for treatment of gastric ulcers shall not exceed a period of sixty (60) days during the **period of insurance**. Coverage under this section is limited to one gastroscopy unless otherwise agreed by **us**.
 - o. costs arising from congenital abnormalities.
 - p. routine costs of trimming and/or shoeing **your horse**.
2. referrals carried out as a second opinion, or referrals to a specialist veterinary centre or hospital, unless it has been recommended by the attending **veterinary surgeon** and has been agreed by **us** and **our veterinary surgeon** and a veterinary report to this effect is submitted prior to the referral, or in the case of an urgent referral verbal advice must be given to **us**.
 3. any repeat or duplication of **lameness diagnostics** without **our** prior approval.
 4. any claim arising from or attributable to any illness or disease that first manifests within fourteen (14) days of inception of this insurance, or within fourteen (14) days of the date the **horse** being added to the insurance to which this section attaches.
 5. fees for **alternative treatment**, unless authorised by **us** and **our veterinary surgeon** and in writing prior to the commencement of such treatment, up to a maximum of GBP750 within the limit of liability for this section.
 6. any costs or expenses for call out, referral charges and travel of the **veterinary surgeon**.
 7. any costs or expenses for transportation of the **horse**, other than to a licensed veterinary hospital in an attempt to save the horses life. The amount payable per claim is limited to a maximum of GBP250, but not exceeding £1 per mile,
 8. any **pre-existing conditions**.
 9. the **excess** stated in the **schedule** of each and every claim.

Lameness Diagnostics Co-insurance

If stated in the schedule, in the event of a covered **lameness condition or lameness injury** there will be a twenty percent (20%) **co-insurance** required to be paid by **you** towards the cost of **lameness diagnostics**.

Additional important conditions

1. The veterinary fees referred to above must be the direct result of an accident, injury, illness, or disease first occurring and first manifesting itself during the **period of insurance**.
2. **You** must without delay and in any event before the expiration of this insurance notify **us** via **your broker** in writing of such accident, injury, illness or disease.
3. **We** will only make a payment if the veterinary fees agreed by both **your** and **our veterinary surgeons** have arisen within twelve (12) months from the onset date of the accident, injury, illness or disease unless otherwise stated.
4. For the purpose of this section only, **you** must, within sixty (60) days after the completion of the veterinary treatment, provide **us** with:
 - a. a correctly completed claim(s) form; and
 - b. a report, signed and dated, by the attending **veterinary surgeon**, describing the nature of the **horse's** accident, injury, illness or disease and the procedures performed (showing consultation, **medication**, mileage and the like); and
 - c. full clinical history; and
 - d. copies of all fully itemised invoices relating to the claim.
5. If the veterinary fees or **alternative treatment** fees incurred are in **our** opinion higher than the fees usually charged by a general or referral practice, **we** reserve the right to request a second opinion from **our veterinary surgeon** and have the right to pay the fees in line with those ordinarily charged by a general or referral practice in a similar area.
6. If the veterinary treatment or **alternative treatment** the **horse** receives is in **our** opinion not required or is excessive when compared with the treatment that is normally recommended to treat the same injury, illness or disease by general or referral practices, **we** reserve the right to request a second opinion from **our veterinary surgeon** and have the right to pay only the cost of the treatment that was necessary to treat the injury, illness or disease as advised by **our veterinary surgeon**.
7. In the case that the accident, illness, sickness or disease has, or has had multiple symptoms arising from that condition, then all covered veterinary fees and subsequent veterinary fees that relate in any way to that condition will be considered as one claim under this insurance.

Failure to comply with the above additional important conditions and the important conditions in the insurance to which this section relates could result in **your** claim not being paid, or any payment **we** make being reduced.

Life Saving Surgical Fees Extension

This coverage will only apply when shown as covered on the **schedule** and the additional premium has been paid by **you**.

This cover will be an extension of the coverage provided by Section 3: Veterinary Fees.

This extension is subject to the terms and conditions of the insurance to which this extension is attached, the terms and conditions of Section 3: Veterinary Fees and is subject to the additional terms and conditions below.

What is covered

This section covers:

- a) surgical procedures to save the life of the **horse**, and
- b) after-care while the **horse** is hospitalised at a recognised equine surgical facility where the surgical procedure was performed, but limited to no more than fifteen (15) days from the time of the first surgical procedure after diagnoses of the condition

up to but not exceeding the limit shown in the schedule for a) and b) combined per **horse** in total during the **period of insurance**.

What is not covered

This extension does not cover:

- a) any examination, medical treatment or **medication** unless it is given in conjunction with the covered surgical procedure being claimed for.
- b) surgery not performed under general anaesthesia.
- c) any elective or voluntary surgical procedure.
- d) **post-mortem** procedure or associated fees;.
- e) cost of transporting the **horse** unless otherwise stated.
- f) euthanasia of the **horse**.
- g) the disposal of the remains of the **horse**.

Section 4: Third Party Liability Section

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

- Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place out of the use stated in the **schedule** and **your** ownership if the **horse**
- Accidental bodily injury** means death, injury, disease, illness, mental injury or mental anguish or shock that results in an identifiable psychiatric injury which is caused by an **accident**.
- Employee** Means:
a) a person under contract of service or apprenticeship with **you**;
b) a labour master or labour only sub-contractor or person supplied by any of them;
c) a self-employed person;
d) a person hired to or borrowed by **you**;
e) a person undertaking study or work experience;
f) a person supplied to **you** under a contract or agreement, the terms of which deem such a person to be in **your** employment;
while working under your control in connection with **your** business
- Insured/you/your** means the named person specified in the **schedule**, any members of **your** family permanently residing within **your** household and / or any person riding, or who has care custody and control of the **horse** specified in the **schedule** with **your** permission provided that such person shall observe the terms of this insurance and any **endorsements** so far as they can apply.
- Legal costs** means costs of legal representation at:
a) any Coroner's Inquest or Fatal Accident Enquiry
b) proceedings in any court arising out of any alleged breach of statutory duty
c) all other costs and expenses in relation to the defence, investigation or settlement of any claim with **our** consent

What is covered

Subject to all of the terms and conditions of the insurance to which this section relates and subject to the following additional conditions, and in consideration of the applicable premium being paid, it is agreed that **we** will cover **you**, for all sums which **you** shall become legally liable to pay as damages (including claimants costs and expenses and **legal costs**), up to but not exceeding the limit stated in the **schedule**, arising out of:

1. **accidental bodily injury** to any person
2. accidental loss of or damage to property

happening within the **geographical limits** of this insurance during the **period of insurance** and arising out of **your** use and ownership of the **horse** stated in the **schedule**, providing **we** have first agreed these costs in writing.

What is not covered

We shall not cover **you** under this section against:

1. liability in respect of **accidental bodily injury** sustained by an **employee** which arises out of and in the course of his employment or engagement by **you** or to any member of **your** family or household.
2. liability for loss of or damage to property belonging to **you** or in **your** custody or control or the custody and control of any **employee** of **yours** or to any member of **your** family or household.
3. liability arising out of or incidental to any profession, occupation or business of **yours** or the hiring out of the **horse** by **you**. This includes but is not limited to riding schools, riding tuition, adventure or trail rides.

4. liability arising in any way by, through or in connection with, the ownership, possession or use by **you** or on **your** behalf, of any horse trailer.
5. liability arising out of loss or damage to fences or growing crops caused by the **horse** as specified in the **schedule** unless caused by straying or bolting of the **horse**.
6. liability arising out of serving or attempted service of a mare by a stallion in the case the **horse** is used for breeding.
7. liability arising in any way out of the organisation of any event (which includes but is not limited to the organisation of indoor and outdoor gatherings, exhibitions, displays, expos, shows or sales) by **you** or on **your** behalf.
8. liability if such liability has been assumed under a contract and would not otherwise have attached.
9. liability compulsorily insurable under any Road Traffic Act or similar legislation.
10. liability arising out of a deliberate act or attempt to cause an **accident**.

Additional important conditions

Both the important conditions shown on page 6 and the additional conditions below apply to this section.

1. This cover applies only within the **geographical limits** and will not apply to any action for damages brought against **you**, in any countries outside this area.
2. If any claim covered by this section is also covered in whole or in part by any other insurance **our** liability shall apply as excess of and not as contributory with such other insurance.

Excess

We will not pay the excess amount stated in the **schedule**, of each and every claim.

Section 5: Personal Accident

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

Accident	means a sudden, unexpected, unusual and identifiable event which occurs whilst you are: a) leading, grooming, mounting, dismounting, riding, lunging, or handling the horse ; or b) riding a horse-drawn vehicle drawn by the horse .
Bodily injury	means an identifiable physical injury which: a) is caused by an accident , and b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions your death or disablement within twelve (12) months from the date of the accident .
Dental injury	means identifiable loss or damage to teeth or dentures which: a) is caused by an accident , and b) solely and independently of any other cause, necessitates dental treatment.
Insured/you/your	means the owner of the horse and anyone handling, riding, driving or leading the horse with your permission provided that money has not changed hands.
Loss of limb	a hand being severed at or above the wrist or the foot being severed at or above the ankle, or total and permanent loss of use of a hand, foot, arm or leg.
Permanent total disablement	means disablement which lasts for twelve (12) consecutive months and at the expiry of that period is, in the opinion of a qualified medical practitioner , beyond hope of improvement and which entirely prevents you from attending to your normal usual business occupation or for a child prevents him or her from performing the normal activities of a healthy person of the same age and experience.
Qualified medical practitioner	means a doctor, surgeon, specialist or consultant professionally qualified in the branch of medicine to which the bodily injury relates. Such a professional cannot be an employee or a member of your immediate family.
Schedule of benefits	the limits payable in respect of the benefits detailed in the table below, as specified in the schedule .

Benefit Provided
Item 1: Death from an accident
Item 2: Permanent blindness in one or both eyes
Item 3: Loss of limb: one or both hands or arms
Item 4: Loss of limb: one or both feet or legs
Item 5: Permanent total disablement
Item 6: Dental Treatment

What is covered

Subject to all of the terms and conditions of the insurance to which this section relates and to the following additional conditions and coverages, it is agreed that if **you** sustain **bodily injury** from an **accident** or death resulting from an **accident** happening during the **period of insurance** and within the **geographical limits** whilst engaged in non-income earning equestrian activities arising out of **your** use and ownership of the **horse** named in the **schedule**, **we** will pay to **you**, or **your** executors or administrators, according to the **schedule of compensation** set forth in the **schedule** after the total claim shall be substantiated under this section.

Provided always that:

1. compensation shall not be payable under more than one of the items of the **schedule of compensation** in respect of the consequences of one **accident**.
2. the total sum payable under this endorsement in respect of any one or more accident shall not exceed in all the largest sum insured under any one of the items contained in the **schedule of compensation**.
3. if an **accident** causes **your** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the compensation for disablement provided for under Item 5 of the **schedule of compensation**, there shall be paid only the compensation provided for in the case of death.
4. compensation shall only be payable under items of the **schedule of compensation** if:
 - a. Under Item 1, death occurs within twelve (12) months of the date of the **accident**,
 - b. Under Items 2, 3, 4 and 5, disability occurs within twelve (12) months of the date of the **accident**.

What is not covered

We will not make any payment for:

- 1) any amount if **your** death occurs more than twelve (12) consecutive months after the date **you** sustained the **accident**.
- 2) any amount if **you** are under twelve (12) years or over seventy (70) years of age at the time of the **accident**.
- 3) any amount arising out of **you** committing or attempting to commit suicide, or to commit intentional self-injury.
- 4) any amount if **you** are riding or handling the **horse** professionally for money or where an **accident** occurs while the horse is being used by a riding school or for any other business purpose or outside the use as stated in the **schedule**.
- 5) any amount arising out of **your** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 6) **you** committing or attempting to commit a criminal act.
- 7) **you** being under the influence of drugs or alcohol.
- 8) where an **accident** occurs as a result of using the **horse** for a purpose not covered under the use stated on the **schedule**.
- 9) any amount arising out of a **pre-existing condition**.

- 10) any amount in respect of **you** being incapable due wholly or partly to mental illness or emotional or behavioural conditions.
- 11) any amount associated with pregnancy, childbirth, miscarriage or abortion.
- 12) any amount whilst **you** are participating in or training for a horse race of any kind.
- 13) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

Dental Treatment

What is covered

We agree under this extension, subject to the following terms and conditions and the important conditions on page 6, that if **you** shall sustain **dental injury** happening during the **period of insurance** within the **geographical limits** and whilst engaged in non-income earning equestrian activities arising out of **your** use and ownership of the **horse** named in the **schedule**, **we** will pay to **you** the costs of:

- a) repair or provision of dentures
- b) dental treatment

incurred by **you**, but not exceeding the limit stated in the **schedule**.

Provided always that:

- a) Personal Accident cover has been purchased in respect of the **horse** specified in the **schedule**;
- b) dental treatment is performed by a qualified dental practitioner;
- c) repair or replacement of **denture(s)** is to original prescription only;
- d) the necessary dental treatment is not available under the NHS or any other valid policy.
- e) dental treatment takes place with twelve (12) months of the date of the **accident**.

What is not covered

This Dental Treatment does not cover:

1. any loss or damage arising out of or caused by or contributed to by wear, tear or gradual deterioration.
2. in respect of **dentures**, any loss or damage arising out of or caused by or contributed to by faulty design or fitting or the cost of making good faulty workmanship or material.
3. the use or loss of precious metals.
4. any loss or damage which is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this insurance not been effected.

Additional conditions

In addition to the important conditions shown on page 6, the additional conditions below apply to this section.

- 1) **You** must seek medical attention as soon as possible following an **accident**.
- 2) **You** must give **us** notice as soon as practicable of any **accident** which causes **bodily injury**, and **you** must, as early as possible, place yourself under the care of and follow the advice of a **qualified medical practitioner**.
- 3) **Your** executors and administrators must also give **us** notice as soon as reasonably practicable in the event of **your** death resulting or alleged to result from an **accident**.
- 4) **You** must let **us** or any **qualified medical practitioner** appointed by or on **our** behalf, have access to all medical records, notes and correspondence which relate to the subject of a claim or an associated **pre-existing condition** if and when **we** ask for them.
- 5) **You** agree that **we** may appoint our own **qualified medical practitioner** to examine **you** as often as necessary.
- 6) In the event that **we** pay a claim for **permanent total disablement** and **you** recover and are able to resume work of any kind, **you** must return any money **we** paid to **you** immediately.
- 7) The **horse** must only be used for the activities included in the use chosen and stated on the **schedule**.
- 8) Unless otherwise declared and agreed by **us** no compensation will be payable for any **pre-existing condition**.
- 9) A riding hat meeting current British Safety Standards must be worn by **you** at the time of the **accident** when riding the insured **horse**.

Section 6: Saddlery and Tack

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

Current market value means the price at which ownership of the **horse, saddlery and tack** or horse trailer would change between a willing buyer and a willing seller immediately before the loss, damage or theft, neither being under any compulsion to buy or sell having reasonable knowledge of the relevant facts.

Saddlery and tack means saddles, stirrup leathers, stirrup irons, bridles, harnesses, and other riding tack restricted to those items that would ordinarily be attached to the **horse** whilst being used for the use stated in the **schedule**.

What is covered

Subject to all of the terms and conditions of the insurance to which this section relates and subject to the additional conditions below, it is agreed that **we** will cover **you** against physical loss of, damage to, or theft of the insured **saddlery and tack** occurring during the **period of insurance** within the **geographical limits** for the **current market value** up to but not exceeding in respect of each item the sum insured specified in the **schedule**.

What is not covered

We will not pay for:

- 1) loss, damage or deterioration of any item of insured **saddlery and tack** arising out of or caused by:
 - a. damp, mildew, oxidisation, moth, vermin, any gradually operating cause, wear and tear or mechanical or electrical faults or breakdown, scratching or denting.
 - b. the actual process of dyeing, cleaning, repair, restoration, alteration, renovation, normal upkeep or making good.
 - c. climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be covered under an ordinary fire insurance.
 - d. or attributable solely to change in the water table level.
- 2) loss, theft, damage or deterioration to saddle trees, clippers or rugs.
- 3) loss or theft from unattended vehicles unless from a locked luggage boot, concealed luggage compartment or glove compartment and following forcible and violent entry to the vehicle.
- 4) loss, theft, damage or deterioration occurring whilst the insured **saddlery and tack** is being used in connection with any business or profession or used for hire and reward.
- 5) loss or damage of any item of **saddlery and tack** at the premises by theft or any attempt thereat unless following forcible and violent entry to or exit from the securely locked premises.
- 6) unexplained disappearance.
- 7) an article with a value greater than GBP500 unless specified in the **schedule**.
- 8) Any amount for loss or theft of **saddlery and tack** until 30 (thirty) days have passed without recovery from the date the loss or theft was reported to **us**.
- 9) Any amount to have **your saddlery and tack** adjusted to fit **your horse**

Excess

We will not pay the excess as stated in the **schedule**, for each and every loss.

Additional important conditions

- 1) If **you** are under-insured, which means the value of the insured **saddlery and tack** is more than the sum insured specified in the **schedule**, then **we** will only pay a proportion of the claim. For example, if the sum insured specified in the **schedule** only covers one half of the value of the insured **saddlery and tack we** will only pay one half of the cost of repair or replacement of the stolen, damaged or destroyed insured **saddlery and tack**.
- 2) **We** shall be entitled at **our** sole option to repair or replace or pay for any item of insured **saddlery and tack** or any stolen or damaged part whether wholly or in part.
- 3) Where the saddlery and tack is less than 12 months old, in the event of the total loss, theft or accidental damage of any item of insured **saddlery and tack** the basis of settlement shall be the cost of replacing the item new.
- 4) In the event of the total loss or, theft of the **saddlery and tack**, we will pay the market value of the **saddlery and tack**, provided that the item is substantially the same as but not better than the original item and that **you** incur the cost of replacement.
- 5) This insurance does not cover any loss, theft, or damage which is insured by or would, but for the existence of this insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this insurance not been effected.
- 6) In the event of theft or attempted theft of any item of insured **saddlery and tack you** must notify a local police station at **your** earliest convenience.
- 7) If an item of insured **saddlery and tack** is part of a set or pair, **we** will not pay more than the value of any part that may be stolen or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part stolen or damaged has to a pair or set.
- 8) The building in which the **saddlery and tack** is kept must be totally enclosed and secure. The doors must be locked by deadlocks and all windows must be securely locked and be fitted with window bars at the time of loss.
- 9) If the **saddlery and tack** is kept in a large metal container which cannot be removed then this must be fitted with a closed shackle padlock or deadlocked.
- 10) If the **current market value** of the **saddlery and tack** is greater than GBP5000 then the building or container in which the **saddlery and tack** is kept needs to be alarmed. The security alarm must be properly installed, correctly maintained, in full working order at all times and in full operation when the building or container is unattended and/or unoccupied .

Additional claims conditions

In the event of a claim and after following the "How to make a claim" section of the insurance to which this section relates, **we** also request that any claim is supported by proof of purchase and/or proof of valuation and/or proof of ownership.

Section 7: Horse Trailers

Definitions

Both the additional definitions set out below and the general definitions apply to this insurance document.

Average	If, at the time of the damage, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced by the percentage of difference between the sum insured and the reinstatement value.
Consequential Loss	means any other costs that are directly or in any way caused by the event which led to your claim unless specifically stated in this policy.
Damage	means accidental or unintended and unexpected physical loss or destruction
Horse Trailer	means the non-motorised horse trailer described in the schedule .

What is covered

Damage to or theft of the **horse trailer** as stated in the **schedule** which occurs during the **period of insurance** within the **geographical limits**, up to the sum insured as shown in the **schedule**.

We will pay:

- a) **We** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out. **We** will pay the market value of the **horse trailer** if it is lost or it would not be economical to repair the damage. However, if the loss or damage occurs within twelve (12) months of you buying the **horse trailer** or as new, **we** will pay the cost of replacing it as new or **we** may replace it as new.
- b) If **you** are still paying for the **horse trailer** under a hire purchase or leasing agreement **we** will pay the hire or lease company. **Our** liability will then end.

What is not covered

We will not pay for:

- 1) **damage** or loss associated with **your** business trade or profession, or for hire and reward.
- 2) **damage** to tyres by punctures, cuts and bursts.
- 3) Any contents of the trailer at the time of loss
- 4) Loss of the horse trailer by theft whilst left unattended, unless at the time of loss it is fitted with a wheel clam or hitch lock or tow lock, or it is stolen from a locked building. NB: a padlock and chain is not deemed sufficient protection
- 5) any amount in respect of loss or **damage** arising from mildew, vermin, wear and tear, depreciation in value, weed or plant damage, manufacturing defects or any process of cleaning, dyeing, upgrading or restoring.
- 6) any amount for mechanical or electrical breakdown, **damage** to tyres or any breakdown or **damage** caused by failure to operate in accordance with the manufacturer's instructions.

- 7) negligent damage which results from **Your** deliberate act or omission by **you** or others acting on **your** behalf.
- 8) loss of the **horse trailer** through deception.
- 9) any **consequential loss**.
- 10) damage or liability to any third parties.
- 11) Loss or damage to any vehicle towing or transporting the **horse trailer**.

Additional claims conditions

In the event of a claim and after following the "How to make a claim" section **we** also request that any claim is supported by proof of purchase, proof of valuation, or proof of ownership.

If, following loss or theft of the **horse trailer**, the **horse trailer** is subsequently found, **you** must repay the full claim amount **we** paid.

Any vehicle towing the **horse trailer** must be covered for third party liability.

Average

The sums insured under this section are subject to **average**.

Excess

We will not pay the excess amount stated in the **schedule**, of each and every claim.

Accidental and external injury only endorsement

Eligibility

If **you** are taking out this insurance for the first time and **your horse** is aged 20 years or over at the inception of this insurance, then this endorsement will apply. If **you** are renewing an existing insurance with **us**, when **your horse** turns 20 years old then this endorsement will apply unless otherwise agreed by **us**.

What is covered

Subject to all of the terms and conditions of the insurance to which this endorsement relates and subject to the additional conditions and coverages, it is agreed that sections 1 and 3 of this insurance are limited to accidental and external injury only of the **horse** during the **period of insurance** and within the **geographical limits**, up to the limit of liability as shown in the **schedule**.

What is not covered

We will not pay for:

- 1) any claim as a result of a loss involving or arising from any injury to the tendons, ligaments or muscles, unless the loss is specifically associated with an accidental and external injury that has resulted in an open wound of external and visible means to the affected tendon, ligament or muscle.
- 2) any claim due to losses of a degenerative nature.

Additional conditions

We will only pay if:

- 1) the **horse** is injured as a result of an accidental and external injury only with a clearly visible external wound or abrasion during the **period of insurance** and within the **geographical limits**.