

## GENERAL NOTES

### Disclosing material facts

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

### Policy term

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

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually.  
 Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.  
 Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.  
 Automatic renewal is subject to receipt of premium.

### Renewals

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

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

(a) Such changes as we believe, in good faith:

- (i) are appropriate for the type of policy you hold with us; and
- (ii) will produce an overall benefit for you.

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

(b) Such other changes which we believe, in good faith, we have a valid reason to make.

Those changes may include:

- (i) changes made to clarify the terms of the policy;
- (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
- (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

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

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

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

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

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

## INTRODUCTION AND YOUR PROMISES TO US

We have pleasure in introducing this insurance policy from E&L, for people who own horses or ponies or who are involved in equestrian activities. Much careful research went into devising the policy. We hope you will be pleased with the level of cover and the service we are offering.

The policy provides cover for any rider between the ages of five and 75 years who is riding the insured horse with your permission.

### What you should do

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

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

### Particular points about the cover

This policy is a fixed-term contract of insurance, not a continuous permanent health policy. We only insure you when we accept a satisfactory proposal form and issue a schedule, and when you have paid us the correct premium before the start date of the period of the insurance or within 28 days if we allow a credit period to an insurance intermediary. If we are told about any claims under the policy in any period of insurance, we will not have to return any part of the premium for that period.

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

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

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

### Your promises

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

You promise the insured horse will only undertake those activities listed in your chosen type of use (see below); a breach of this promise will mean that we will not be liable for any claim.

A breach of either promise will void cover from the start of the period of insurance in which the breach first arose.

### Types of use available (please check the schedule)

A. Hacking, mounted games/gymkhanas, showing, driving, Pony Club & Riding Club (excluding cross country), breeding, showjumping, dressage, heavy horses, western riding, foals over 30 days.

B. As above plus hunting, hunter trials, drag hunting, polo, polo crosse, long distance/endurance riding, cross country, horse ball, trec, vaulting, team chasing, jump cross, rodeo and barrel racing.

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



Francis Martin  
 General Manager  
 Signed on behalf of the Equine & Livestock Insurance Company Limited.

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**Total permanent loss of sight** - means in both eyes.

**We** - Equine and Livestock Insurance Company Limited.

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

## SECTION 1 - DEATH, THEFT AND STRAYING

### Cover

We pay up to the sum insured or market value (whichever is the less) if the insured horse:-

- is stolen or strays and is not found within 28 days;
- dies;
- is euthanased for humane reasons due wholly to an illness or injury that occurred or began during the same period of insurance.

We also insure you up to the amount stated in the schedule in respect of recovery costs for a stolen or straying horse or disposal costs.

### Conditions

A. You must notify us immediately of an illness or injury and in any event no later than 28 days thereafter.

B. If there is a claim under this section in the first 365 days of the horse being insured,

we will make a claim payment based on the sum insured, market value or price paid (if it was in the previous 365 days) whichever is lowest, minus your excess.

### Exclusions

1. Death/euthanasia occurring after the period of insurance or 365 days after the onset of the illness/injury.
2. Euthanasia undertaken without our permission save where your attending veterinary surgeon certifies the insured horse requires euthanasia on immediate humane grounds in accordance with BEVA guidelines.
3. Euthanasia in accordance with a by-law, regulation, order of a public authority or similar governing body or related to a notifiable illness.
4. Euthanasia for economic or financial reasons.
5. Death as a result of illness where the insured horse is aged 20 years or older.
6. Costs of euthanasia.
7. Loss by theft or straying as a result of an act or omission of a relation, immediately family member, agent, employee, licensee, guest or other person in a contractual relationship with you.
8. Loss because you chose to relinquish ownership or possession of the insured horse, even if such occurred by reason of fraudulent scheme, trick or false pretence.
9. Loss by theft that is not reported to the Police immediately and in any event no later than 24 hours after the theft is discovered.
10. Any condition excluded from cover as detailed on the policy schedule or notified separately by letter or email.

## SECTION 2 - PUBLIC LIABILITY

### Cover

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

- amounts you become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent for claims made against you for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the period of insurance and caused by or through your use of the insured horse specified in the schedule.

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

### Conditions

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

### Exclusions

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

1. Death or bodily injury, loss or damage to property sustained in connection with your carrying on of any trade, business or profession or use of the insured horse for hire or reward.
2. Death or bodily injury to you, any person riding or handling the insured horse with your permission or consent, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of you, any person riding or handling the insured horse with your permission or consent, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
5. Any event which results from your deliberate act or omission and which could reasonably have been expected by you having regards to the nature and circumstances of such act or omission.
6. The proportion of loss not directly attributable to the insured horse in respect of death or bodily injury, loss or damage to property sustained in an incident involving the insured horse and other animals.
7. Death or bodily injury, loss or damage to property as a result of the insured horse's interaction with other animals.
8. Death or bodily injury, loss or damage to property as a result of any person riding or handling the insured horse without your permission or consent.
9. Liability created by an agreement which would not have existed in the absence of that agreement.

HW POLICY M/RN

10. (a) Death or bodily injury, loss or damage to property in respect of a horse drawn carriage or trailer if the horse drawn vehicle or trailer is not insured with us for public liability;

(b) Death or bodily injury, loss or damage occurring while the horse drawn carriage or trailer is being transported or towed by a motor vehicle, is attached to or become detached from a motor vehicle.

11. Death or bodily injury, loss or damage to property if your horse is ridden at a riding establishment or for professional lessons by anyone other than you.
12. Damage to gates, walls, fences and crops occurring while the insured horse is being ridden, driven or led.

## SECTION 3 - PERMANENT LOSS OF USE

### Cover

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

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

Or we will pay 60% of the sum insured or market value whichever is less if:

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

Benefits are halved for horses aged 13 years and older.

### Conditions

- A. The opinion of your vet (and our vet if we say so) must be that the injury or illness results in a confirmed claim for incapacity within 365 days of the onset of the claimed condition.
- B. If we settle a claim under this section all liability under this policy will stop, however, alternative cover may be offered at our discretion.
- C. All claims under this section will depend on the insured horse being freeze-marked with the designated mark to signify that a loss of use claim has been paid before settlement. You are responsible for the cost of this freeze-marking.
- D. If there is a claim under this section in the first 365 days of the horse being insured, we will make a claim payment based on the sum insured, market value or price paid (if it was in the previous 365 days) whichever is lowest, minus your excess.

### Exclusions

1. Permanent incapacity as a result of any surgical operation or injury or general anaesthetic, unless done as a result of injury or illness.
2. Permanent incapacity following treatment given by a person who is not a qualified vet or qualified practitioner recommended by your vet.
3. Any condition excluded from cover as detailed on the policy schedule or notified separately by letter or email.

## SECTION 4 - PERSONAL ACCIDENT AND DENTAL

### Cover

We cover you and any rider/driver with your permission up to the amount shown in the schedule if you suffer bodily injury or require emergency dental treatment following an injury sustained to teeth during the period of insurance occurring whilst:

- you are riding, leading or caring for the insured horse.
- you are driving the insured horse in a horse drawn carriage also insured with us.
- you are a passenger in a horse drawn carriage also insured with us.

### Conditions

- A. The injury must be the only cause of death, total permanent loss of sight, loss of two or more limbs, total permanent deafness in both ears or total permanent disablement preventing the rider from following any and every occupation.
- B. Benefits are reduced to 25% for riders under 16 years of age.
- C. We will not make a payment for the same accident or the same person under more than one of the benefits listed in the schedule. After we have agreed to pay one of the scheduled benefits, we will have no further liability for that person under this section.
- D. Payment for permanent disablement as defined in the schedule will start after 365 consecutive days of disablement, properly certified by a doctor who we accept.

### Exclusions

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

## SECTION 5 - STABLES COVER

### Cover

We pay up to the amount shown in the schedule for stabling the insured horse if the stable

at the premises where the insured horse is kept (as shown in the proposal form or approved by any endorsement) is totally destroyed or damaged beyond use by fire. The stable must be privately owned by you.

#### Exclusions

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

### SECTION 6 - VET'S FEES

#### Cover

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

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

If total vet's fees seem likely to exceed £1,000, or if your horse requires a general anaesthetic, then you must notify us immediately as we may wish to obtain a 2nd opinion from our veterinary advisor.

**NB. We cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history is received.**

#### Exclusions

1. Costs resulting from an **injury or illness** that:
  - a) first showed **clinical signs** before **your horse's** cover started,
  - b) is the same as or has the same diagnosis or **clinical signs** as an **injury, illness or clinical signs your horse** had before cover started;
  - c) is caused by, relates to or results from an **injury, illness or clinical signs your horse** had before cover started.
2. Vets fees for:
  - a. treatment relating to or as a result of castration, pregnancy or foaling (except complicated foaling) or protective inoculations; and
  - b. any surgical operation or general anaesthetic that has not been previously notified to us, unless a qualified vet certifies that an EMERGENCY referral or operation was required out of office hours.
3. Any costs incurred more than 365 days after the injury or illness occurred.
4. The cost of any medicines or materials prescribed or supplied to be used after 365 days from the date the injury happened or the illness first occurred.
5. There is no illness cover for horses 20 years and over.
6. The cost of dietary, nutritional and feed supplements.
7. Any amount above the sum insured value for horses aged less than 1 year old.
8. Any condition excluded from cover as detailed on the policy schedule or notified separately by letter or email.

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

### SECTION 7 - SADDLERY AND TACK

#### Cover

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

Tack is defined as saddles, bridles, harness and other riding tack normally attached to the insured horse for riding, driving, leading or lunging or while the insured horse is at grass; we will choose whether to pay you or to repair or replace the tack.

#### Exclusions

1. Clothing and personal belongings, including horse rugs of any description, clippers.
2. Harnesses used at any time with any horse-drawn vehicle not insured by us.
3. Wear and tear, cleaning, repairing or restoring any article, the action of light or atmospheric conditions, vermin, moths or any other gradually operating cause.
4. Theft from a building:
  - a. that is not totally enclosed and secure; and
  - b. that is not a permanent substantial structure of brick, stone or timber; and
  - c. with doors that are not kept secured by a patent 5-lever mortice deadlock or
- d. windows not secured by patent window locks. The theft must have involved violent and forcible entry to the building.
5. Anything over the single item limit as stated in the schedule.
6. Theft from an unattended vehicle or horsebox.
7. Any unexplained damage or disappearance.
8. Loss or damage that cannot be identified as occurring within a definite 24-hour period.

### SECTION 8 - HIRE OF REPLACEMENT HORSE

#### Cover

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

#### Exclusions

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

### CONDITIONS THAT APPLY TO SECTIONS 1, 3 AND 6

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

### GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. When a vet first visits, or if anything happens which may give rise to a claim under this policy, you must give full details as soon as possible to our head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done in writing, by phone, fax or email. If you have not received an acknowledgment from us within 14 days after you send it, you must send us the details again, by recorded delivery. You must tell the police immediately if any property is lost or stolen and do everything you reasonably can to get it back. You must co-operate fully and truthfully and give us immediately any information that we need.
2. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) we will not be liable for the whole claim. We will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
3. We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
  - a. you or someone acting on your behalf; or
  - b. someone caring for or in control of the animal; or
- c. one of your immediate family members, relations, agents, employees, licensees, guests or other person in contractual relationship with you.
4. (a) If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to your legal rights and does not replace them.
 

(b) If the dispute arises because vets disagree, we may choose to jointly appoint an independent vet for a third opinion (whose fees will be shared equally by you and us). You must co-operate in making this appointment.
5. We as the insurer and you, as the insured, are entitled to choose the law applicable to this contract of insurance. We propose English law and in the absence of any agreement to the contrary, English law will apply.

6. We are liable only if we have received the correct premium before the start of each period of insurance or within the credit period if we have allowed one to an agent.
7. If you pay your premiums by direct debit or credit card and you default on any payment, we will add a charge of £3.99 to your next payment.
8. You must observe and fulfil all the terms, conditions and endorsements of the policy otherwise we will not be liable under the policy.
9. You must not misstate or omit or conceal a material fact from the proposal for this insurance or when renewing or claiming against it otherwise the policy is void and we will not return the premium.
10. You must notify us as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate your policy. We reserve the right to alter the terms of your policy immediately after we are notified of such changes.
11. All losses under sections 1 and 3 must be backed up by a receipt for the insured horse, showing the date, price paid and name and address of the seller. We also require a valuation from a Breeder or Trainer to be provided along with the purchase receipt. For all losses under section 7 we will require proof of ownership and value, for example receipts and cheque stubs; these must show the date, price paid and details of the item.
12. At the start of this insurance, you must be sole owner of each horse and item insured. This insurance will stop covering any horse or item as soon as you sell it or part with any interest in it, whether temporarily or permanently.
13. You must at all times take reasonable precautions to prevent accidents, illness, loss and damage. You must inspect the insured horse daily, have it wormed regularly and use recognised precautions to protect the animal from infectious and/or contagious disease, for example isolation and vaccinations.
14. You must check the fences, barriers, paddock boundaries and enclosures regularly and maintain them in good order. You must check all areas regularly for glass, nails poisonous substances (such as ragwort, hemlock, deadly nightshade etc) and other items that may cause a claim and remove them. Fences should be at least 1.25m (4 ft) in height and of the following construction: - post and rail wooden fencing, post and rail impact resistant plastic, post and rail solid uprights, flexi-rails (PVC or rubber coated webbing), post electric either electric tape or wire. Stallion paddocks require a double fence line of 1.5m (5ft). The following are not sufficient barriers/paddock boundaries unless reinforced by additional fencing as set out above: - banks and ditches.
15. Any tack used in controlling the insured horse must be properly fitted, applied and manufactured and in a sound state of repair. Make sure all leather work, nylon webbing and so on is not rotten, frayed or in poor order.
16. When We invite you to renew Your policy We may, at our discretion alter premiums, cover, terms and conditions as We deem necessary for any reason including such factors as Your horse's age or medical history.
17. In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **You** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **You** fill in and by providing the third party name.
18. Where the insured Horse is the subject of a loan or lease agreement, any payment due under sections 1 and 3 will be made to the legal owner of the Horse where known to Us.

#### GENERAL EXCLUSIONS

1. Any medical Condition that existed or is connected to a Condition that existed before the insurance policy began.
2. Any claims for illness and/or disease displaying clinical signs within 14 days of policy inception.
3. Claims for treatment given for cosmetic reasons or claims under any sections as a result of any scar or blemish, nor any losses in connection with treatment by someone who is not a qualified vet or qualified practitioner recommended by a qualified vet.
4. Any claim caused by a behavioural difficulty or vice of the insured horse (including public liability) unless we have been informed about it and have accepted it in writing.
5. This policy does not cover any trade, profession or business use of the insured horse for hire or reward unless we agree in writing.
6. A similar illness, disease, lameness, injury or physical disability occurring again that affects the insured horse and which existed before this period of insurance began (whether you claimed for it or not) unless we have given our written permission to accept liability. Also, if we accept a claim, you cannot carry it over into the next policy to gain further benefits without our written permission.
7. We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
8. Claims caused by foaling if the insured horse is aged 12 years or older. 8. All losses or any condition arising as a result of the insured horse being castrated.
9. Any claim for board, livery or transport costs for an insured horse, whatever the reason for them.
10. Any claims as a result of any notifiable disease, equine flu, tetanus or EHV equine herpes virus (unless the insured horse is vaccinated against them), or for any form of special diet, stabling, bedding and needed for the treatment or general well-being of the insured horse.

11. Any claim caused by barbed wire, stock fencing and plain wire fencing.
12. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
13. Any legal liability or consequence associated with or caused by:
  - a. war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
  - b. civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in
  - c. connection with any of these, strikes or lock-outs;
  - d. military power or coup;
  - e. nuclear or radioactive escape, accident, explosion, waste or contamination; or
  - f. aircraft or other aerial devices.
14. Any claims arising as a result of your, or the insured horse's, participation in a prohibited and/or illegal activity.
15. The policy does not provide cover for preventative treatment.
16. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
  - a. Influenza, African Horse Sickness or any derivation or variant thereof;
  - b. arising from any fear or threat (whether actual or perceived) of such Influenza or African Horse Sickness;
  - c. any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza or African Horse Sickness.
 If we allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
16. Any claim as a result of African Horse Sickness, epidemic outbreak whether vaccinated against it or not, or any 'notifiable' disease.
17. Any costs incurred after **we** stop receiving **your** premium.
18. Costs for treatment of conditions arising from your horse being overweight, except weight gain as a result of a diagnosed illness.

#### CONDITIONS - POLICY LIMITS

Please check your policy schedule, as limited cover is provided for horses aged 20 years and over. Death and vets fees cover is provided following an injury only.

If there is a claim under section 1 within the first 365 days of the horse being insured, we will make a claim payment based on the sum insured, market value or price paid (if it was in the previous 365 days) whichever is lowest, minus your excess.

#### POLICY ALTERATION & DUPLICATE DOCUMENTS

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

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

#### CANCELLATION RIGHTS

You can cancel at any time.

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

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

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

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

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

Should you wish to alter your policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 241 606, fax 03300 242 971 or by emailing [policyadmin@orse-insurance.co.uk](mailto:policyadmin@orse-insurance.co.uk) If you have not received an acknowledgement from us within 14 days, you must post the details by recorded delivery.

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

## CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact **us** either by e-mail at [claims@horse-insurance.co.uk](mailto:claims@horse-insurance.co.uk) or by phone on 03300 241 603. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to **our** Complaints Handling Procedure.

## COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

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

All correspondence should be addressed to [horse-insurance.co.uk](http://horse-insurance.co.uk), Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

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

## CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is via e-mail (upon receipt of a valid e-mail address). **We** feel that contact via e-mail is the quickest method of communication and using e-mail rather than the post is kinder to the environment. Therefore if **you** have not already provided **us** with **your** e-mail address please notify **our** Customer Contact department as detailed below.

Quotations/Sales: Phone 03300 241 580, Fax 03300 242 971  
E-mail [quotes@horse-insurance.co.uk](mailto:quotes@horse-insurance.co.uk)  
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

Claims: Phone 03300 241 603, Fax 03300 242 971  
E-Mail [claims@horse-insurance.co.uk](mailto:claims@horse-insurance.co.uk)  
Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

Existing customers: Phone 03300 241 606, Fax 03300 242 971  
E-mail [policyadmin@horse-insurance.co.uk](mailto:policyadmin@horse-insurance.co.uk)  
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm