

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who want cover if their horse dies or is put to sleep on immediate humane grounds, strays or is stolen and not found within 28 days

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 read this in conjunction with the Insurance Product Information Document (IPID) and check **your** Policy Schedule carefully (**Your** Policy Cover) to ensure **you** understand which sections apply to **you**. A policy **excess** applies to all sections of cover unless stated differently in the policy **schedule**.

The laws of England and Wales apply to this insurance contract and the language of the policy and all communications relating to it will be in English.



Francis Martin
Chief Executive Officer
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.

Schedule - document showing the details of the policyholder and cover provided.

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

Total permanent loss of sight - means in both eyes.

We - The Equine and Livestock Insurance Company Limited.

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

SECTION 1 - DEATH, 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.

ELECTIVE BENEFITS

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.
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** 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.

6. 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.
7. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
8. **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.
9. **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.
10. 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.
11. 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.
12. **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.
13. **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 (4ft) 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.
14. 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.
15. 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.
16. 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 dispatched 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.
17. 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

This policy does not cover the following:

1. Any claim as a result of a scar or blemish.
2. Any losses which are not expressly covered by the terms and conditions of this policy.
3. Any claim which is the result of **your** breaking the **UK** regulations on animal health and importing animals.
4. Any claims as a result of an epidemic outbreak or notifiable disease whether vaccinated against it or not.
5. Any claim as a result of any notifiable disease, African Horse Sickness, equine flu, tetanus, EHV (Equine Herpes Virus) unless **your horse** is vaccinated against them.
6. The policy does not cover using **your horse** in any trade, profession or business, unless **we** have agreed in writing to cover this.
7. **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 **your horse**; or
 - c. one of **your immediate family**, relations, agents, employees, licensees, paying guest, someone living with **you** or any other person in a contractual relationship with **you**.
8. Any liability that arises only because of an agreement.
9. 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.
10. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
11. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.

12. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
13. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
14. **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, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
 - b. arising from any fear or threat (whether actual or perceived) of such Influenza, notifiable disease, virus, bacteria or contagion;
 - c. any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza, notifiable disease, virus, bacteria or contagion.

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.
15. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through or in consequence of or contributed to by:
 - a. arising from any fear or threat (whether actual or perceived) of an epidemic and/or pandemic;
 - b. any action taking in controlling, preventing, suppressing or in any way relating to an epidemic and/or pandemic.

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

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.

PREMIUM AND EXCESS REVIEW

1. The premium and excess for this policy is reviewed at least once a year.

POLICY ALTERATION OR REINSTATEMENT

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

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@horse-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 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 Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint.

All correspondence should be addressed to www.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, website: www.financial-ombudsman.org.uk) within 6 months of the date of the Chief Executive Officer's response.

CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is 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.

Quotations/Sales: t: 03300 241 580, f: 03300 242 971, e: 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: t: 03300 241 603, f: 03300 242 971, e: claims@horse-insurance.co.uk

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

Existing Customers: t: 03300 241 606, f: 03300 242 971, e: policyadmin@horse-insurance.co.uk

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

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

Opening Hours: Mon to Fri 8.30am-5.00pm

FAIR PROCESSING NOTICE

We take your privacy very seriously. Please read this Fair Processing Notice carefully as it contains information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event that you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as "controller" of that personal information for the purposes of those laws.

Who are we?

When we refer to "we" "us" and "our" in this notice it means The Equine and Livestock Insurance Company Limited, its trading names and Appointed Representatives shown below:

The Equine and Livestock Insurance Company Limited trading as:

- The Insurance Emporium
- Breeder Choice
- Dove Pet Care
- E&L
- Kamkit
- National Pet Register
- www.horse-insurance.co.uk
- www.pet-insurance.co.uk
- www.insurance4mycaravan.co.uk
- www.my-weddinginsurance.co.uk

Entertainment & Leisure Insurance Services (Appointed Representative)

Entertainment & Leisure Insurance Services Ltd (Appointed Representative)

Entertainment and Leisure Insurance Services (Jersey) Ltd (Appointed Representative)

Lifestyle Policy Limited (Appointed Representative)

When we say “you” and “your” in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses

What is personal information?

It is any information relating to an identified or identifiable individual.

What personal information do we collect?

We may collect the following types of personal information from you, your representative or from information you have made public, for example social media:

- your name and contact information, including email address and telephone number
- information to enable us to check and verify your identity, e.g. your date of birth, portal password
- your financial details such as direct debit or payment card information
- details of any other insurance you hold if it is relevant to your claim
- photographs and/or video to help us assess your claim
- your claim history
- your medical information if it is relevant to your policy or claim
- your criminal convictions if it is relevant to your policy or claim
- your accessibility details if we need to make reasonable adjustments to help
- your business activities if it is relevant to your policy or claim

This personal information is requested to provide products and services to you. If you do not provide the personal information we ask for, it may delay or prevent us from providing products and services to you.

How do we collect your personal information?

We collect most of this personal information directly from you – in person, by telephone or email and via our website and customer portal. However, we may also collect information from:

- publicly accessible sources e.g. Companies House or HM Land Registry

- cookies on our website – for more information on our use of cookies, please see our cookies policy
- veterinary and/or referral practices, charities and breeders
- any other insurer with whom you have relevant insurance
- emergency services, law enforcement agencies, medical and legal practices
- brokers and affiliates
- suppliers of repair or replacement estimates
- loss adjusters and our consultant veterinary advisors
- other involved parties, for example, claimants or witnesses

How and why we use your personal information

Under data protection law, we can only use your personal information if we have a proper reason for doing so, e.g.:

- to comply with our legal and regulatory obligations
- for the performance of our contract with you or to take steps at your request before entering into a contract
- for our legitimate interests or those of a third party
- where you have given consent

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

What we use your personal information for

- to provide quotes, administer policies and claims
- to prevent and detect fraud against you or us
- processing necessary to comply with professional, legal and regulatory obligations that apply to our business
- gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies
- ensuring business policies are adhered to e.g. policies covering security and internet use
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our business e.g. in relation to our financial performance, customer base, product range or other efficiency measure
- preventing unauthorised access and modifications to systems
- updating and enhancing customer records
- statutory returns
- ensuring safe working practices, staff administration and assessments
- marketing our services and those of selected third parties to:
 - existing and former customers
 - third parties who have previously expressed interest in our products
 - third parties with whom we have no previous dealings

- external audits and quality checks and the audit of our account

Promotions communications

We may use your personal information to send you updates (by email, text message, telephone or post) about our products, including exclusive offers, promotions and new products.

We have a legitimate interest in processing your personal information for promotional purposes (see above **"How and why we use your personal information"**). This means we do not usually need your consent to send your promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal information with the utmost respect and never sell it to other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us at data@horse-insurance.co.uk
- using the "unsubscribe" link in emails
- write to us at the address shown in **"How to contact us"** below

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products in the future, or if there are changes in the law, regulation or the structure of our business.

Who do we share your personal information with?

We may share your personal information with:

- third parties we use to help deliver our products and services to you e.g. payment service providers, repairers, veterinary advisors, legal advisors and loss adjusters
- other third parties we use to help us run our business, e.g. marketing agencies, website hosts, online review platforms
- third parties approved by you e.g. social media sites you choose to link your account to or third party payment providers
- Insurance Fraud Bureau
- other insurers, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to us or you

We only allow our service providers to handle your personal information if we are satisfied that they take appropriate measures to protect your personal information. We may also share personal information with external auditors, e.g. in relation to accreditation and the audit of our accounts.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where do we hold your personal information?

Information may be held at our offices, third party agencies and service providers (see above: **"Who do we share your personal information with?"**)

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal information when this occurs, see below: **"Will we transfer your personal information out of the EEA?"**

How long do we keep your personal information?

We will keep your personal information for as long as we need it to administer your policy or manage our business. Thereafter, we will keep your personal information for as long as is necessary:

- to respond to any questions, complaints or claims made by you or on your behalf
- to show that we treated you fairly
- to keep records required by law

We will not retain your personal information for longer than necessary for the purposes set out in this notice.

Will we transfer your personal information out of the EEA?

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA). These transfers are subject to special rules under European and UK data protection law. Non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal information will be secure.

What are your rights?

You have the following rights, which you can exercise free of charge:

- Access - the right to be provided with a copy of your personal information
- Rectification - the right to require us to correct any mistakes in your personal information
- To be forgotten - the right to require us to delete your personal information - in certain situations
- Restriction of processing - the right to require us to restrict processing of your personal information - in certain circumstances e.g. if you contest the accuracy of the data
- Data portability - the right to receive personal information you provided to us, in a structured, commonly used and machine readable format and/or transmit that data to a third party - in certain situations
- To object - the right to object:
 - at any time to your personal information being processed for direct marketing
 - in certain other situations to our continued processing of your personal information e.g. processing carried out for the purpose of our legitimate interests
- Not to be subject to automated individual decision-making -
 - The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal

effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- request and complete a Data Subject Access Request form; or
- email, call or write to us — see below: “**How to contact us**”; and
- let us have enough information to identify you (e.g. your full name, address and policy number); and
- let us have proof of your identity and address (a certified copy of your driving licence or passport and a recent utility bill); and
- let us know what right you want to exercise and the information to which your request relates.

How do we keep your personal information secure?

We have appropriate security measures to prevent information from being accidentally lost, or used or accessed unlawfully. We limit access to your personal information to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator or a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

What if I believe my personal information has been mishandled?

We encourage you to contact us in the first instance - see below: “**How to contact us**” but you are entitled to go directly to the Information Commissioner's Office (ICO) at www.ico.org.uk or telephone 0303 123 1113.

How to contact us

Please contact us by post, email or telephone if you have any questions about this notice or the information we hold about you.

Data Protection Officer
Thorpe Underwood Hall
Ouseburn
York
YO26 9SS
e: gdpr@horse-insurance.co.uk
t: 01423 333483

Changes to our Fair Processing Notice

We may change this notice from time to time; the most recent version will always be available on our website.