

## INTRODUCTION

Welcome to **Your** rider cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

**This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product. Please check Your policy schedule carefully to ensure You understand which sections apply to You.**

### What You should do

Please read the policy as soon as **You** receive it. If this is a renewal, **We** recommend **You** read the policy carefully as it may contain new benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

It is up to **You** to make sure that the entire policy and policy schedule meet **Your** needs; **You** must tell **Us** immediately if this is not the case.

## YOUR OBLIGATIONS TO US

### Material Facts

**You** are obliged to inform **Us** of any event, fact or occurrence which may influence **Our** decision to enter into or renew this contract of insurance. If **You** are in any doubt whether a fact is material, **You** should disclose it.

## PARTICULAR POINTS ABOUT COVER

**We** provide insurance under the policy for events that occur anywhere within the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. **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.

**Your** 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. The policy depends on the warranties (promises), conditions and exclusions shown in it. **We** are liable only up to the limit of cover shown in **Your** Policy Schedule. **Your** intermediary will not be or 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.

**We** will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf.

**We** reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

**We** may choose not to renew **Your** insurance for any valid reason including but not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **We** may, for business reasons, cease to underwrite the policy at any time.

## 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 and conditions.

#### Fraud prevention and the sharing of information

If **We** are in possession of information which **We** believe to be untrue, misleading or potentially fraudulent, **We** will pass the information to the relevant legal / statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.

#### How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen please just let **Us** know.

### GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man.

### DEFINITIONS

**'Accident'** an event that happens completely by chance with no planning or deliberate intent.

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

**'Emergency Treatment'** **'Treated'** any advice, consultation, examination, medication, nursing care, surgery, tests or x-rays, provided by a veterinary practice or qualified practitioner recommended by **Your Vet** and provided up to 24 hours after the horse sustains an **External Visible Accidental Injury**.

**'External Visible Accidental Injury'** external visible physical damage or trauma caused by an event that happens completely by chance with no planning or deliberate intent.

**'Excess'** the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. An **Excess** is applicable to each **Injury, Illness** or **Condition** receiving **Treatment**

which is not related to any other **Injury, Illness** or **Condition** receiving **Treatment**.

**'Family'** husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

**'Illness'** physical disease, sickness, infection or failure which is not caused by **Injury**.

**'Injury' 'Injured'** physical damage or trauma caused by an **Accident**.

**'Market Value'** the price paid for a horse of similar ability, age, breed, bloodline or sex as the horse immediately before the **Injury, Illness** or **Condition** first showed **Clinical Signs**.

**'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.

**'Our Consultant Vet'** the **Vet** with whom **We** consult to review the horse's clinical history and **Emergency Treatment**.

#### 'Policy Term'

*Yearly* - runs for 365 days from the commencement date/time shown on **Your** policy schedule; automatically renews annually.

*Lunar Monthly* - runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

*Calendar Monthly* - runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:-

- (a) the expiry of the current period of insurance (i) if **You** fail to renew **Your** policy or (ii) if **We** choose not to renew **Your** policy for whatever reason;
- (b) the date **You** fail to pay **Your** premium;
- (c) the date **You** cancel **Your** policy;
- (d) the date **We** cancel **Your** policy for whatever reason.

**'Proof of Purchase'** the original purchase receipt and any other documentation required to prove ownership.

**'Type of Use'** the activities for which **You** are insured: advanced eventing, arab racing, barrel racing, breeding, cross country, dressage, driving, foals over 30 days, gymkhanas, hacking, heavy horses, horse ball, horses at grass, hunter trials, hunting (including drag hunting), jump cross, long distance riding (under 25 miles), long distance/endurance riding (over 25 miles), mounted games, point-to-point, polo, polo crosse, Pony Club & Riding Club (excluding cross country), retired horses, rodeo, showing, show jumping, team chasing, trec, trotting racing, vaulting, western riding.

**'Vet'** veterinary surgeon registered with the Royal College of Veterinary Surgeons.

**'Vet's Fees'** the customary and essential amount typically charged by **Your Vet** or a qualified

practitioner (who is a member of a recognised association) recommended by **Your Vet** for **Emergency Treatment**.

**'We' 'Our' 'Us'** The Insurance Emporium.

**'You' 'Your' 'Yours'** the policyholder or any person to whom this insurance applies and aged between 5 and 75 years.

## SECTION 1 – EMERGENCY VET'S FEES FOR EXTERNAL VISIBLE ACCIDENTAL INJURY ONLY

### Cover

**We** pay up to the amount shown in **Your** policy schedule for **Emergency Treatment** provided up to 24 hours after the horse sustains an **External Visible Accidental Injury** occurring during the **Policy Term**; subject to cover being in force and the relevant premiums having been received by **Us**.

### Conditions

1. When the horse is **Injured You** must immediately have a **Vet** treat the horse at **Your** own expense. **You** must allow the **Vet** to take the horse away for **Treatment** if it is appropriate. **You** must provide a report from the attending **Vet** about the condition of the horse. **You** must adhere to every reasonable instruction **We** issue.
2. Where **We** consider (i) **Vet's Fees** appear greater than standard fees charged by an attending/referral practice and/or (ii) **Emergency Treatment** may not have been required or may have been excessive, **We** reserve the right to obtain a second opinion from **Our Consultant Vet**; where there is a dispute **We** will pay only those **Vet's Fees** deemed reasonable and essential by **Our Consultant Vet**.

**Note: We cannot accept liability for any Vet's fees claim until a fully completed claim form, detailed veterinary account and full medical history is received.**

### Exclusions

1. Costs arising from an **Illness** or any **Emergency Treatment** thereof.
2. Costs incurred, **Emergency Treatment** received or prescribed for use more than 24 hours after the horse sustained an **External Visible Accidental Injury**.
3. Costs arising from an **External Visible Accidental Injury** which:
  - a. first showed **Clinical Signs**, happened or existed before the commencement date/time shown on **Your** policy schedule or
  - b. is the same as or has the same diagnosis as or is caused by, related to or results from an **External Visible Accidental Injury** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.

4. Costs incurred, **Emergency Treatment** received or prescribed for use after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. Costs incurred if the horse sustains an **External Visible Accidental Injury** that happened whilst **You** were taking part in or preparing for an activity not encompassed within **Your Type of Use**.
6. Costs of medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
7. Costs resulting from the horse being overweight or prescription diets.
8. Costs for cosmetic treatment, routine treatment or preventative treatment recommended by **Your Vet** to prevent an **External Visible Accidental Injury**.
9. Costs arising from vicious tendencies or behavioural problems shown by a horse.
10. Costs arising from an **External Visible Accidental Injury** sustained from barbed wire, stock fencing or plain wire fencing.
11. Costs of putting the horse to sleep.
12. Costs of stabling, grazing or feeding the horse.
13. Costs of disposal.
14. Costs not supported by a receipt/invoice showing full details of the costs incurred.
15. Costs incurred in undergoing diagnostic tests unless there is a clear symptom or **Clinical Sign** present.
16. Costs incurred by the attending and/or referral **Vet** including but not limited to the prescription of medication not dispensed by the **Vet**, administration fees, dispensing fees, clinical waste fees, handling fees and postage and packaging.
17. Cost of buying or hiring equipment or machinery.
18. Any fees for surgical equipment that can be used more than once.
19. The **Excess** as shown in **Your** policy schedule.

## SECTION 2 – CUSTODIAL LIABILITY

**'Immediate Humane Grounds'** A horse sustains an **[External Visible Accidental] Injury**... that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options for **[Emergency] Treatment** are available at that time. (*source: BEVA Guidelines For The Destruction Of Horses Under All Risks Mortality Insurance Policy*).

### Cover

If a horse dies or is put to sleep by a **Vet** on **Immediate Humane Grounds** during the **Policy Term** as a result of an **External Visible Accidental Injury** it sustained

whilst you were riding it; settlement is assessed on the sum insured or **Market Value** whichever is less, subject to cover being in force and the relevant premiums having been received by **Us**.

**We** can only offer a settlement for the horse if **You** send **Us** a vaccination card, passport or passport ownership page, **Proof of Purchase** or valuation (**You** must pay for these).

#### **Conditions**

1. When the horse dies, **You** must arrange and pay for a **Vet** to certify the cause of death. The **Vet** must make a post-mortem examination at **Your** expense if the cause of death is unknown.
2. Where the horse is the subject of a loan or lease agreement, payment will be made to the legal owner of the horse.

#### **Exclusions**

1. Euthanasia performed without **Our** permission unless **Your Vet** confirms it was on **Immediate Humane Grounds**.
2. Death if the horse dies or is put to sleep by a **Vet** more than 48 hours after the horse sustained an **External Visible Accidental Injury**.
3. Death following an **External Visible Accidental Injury** which:
  - a. first showed **Clinical Signs**, happened or existed before the commencement date/time shown on **Your** policy schedule or
  - b. is the same as or has the same diagnosis as or is caused by, related to or results from an **External Accidental Visible Injury** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
4. Death occurring after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. Death arising from any **Illness**.
6. Death where **Your Vet** or **Our Consultant Vet** considers the horse's **External Visible Accidental Injury** was able to be **Treated**.
7. Any amount for a mare's unborn foetus, embryo or foal.
8. Death if the horse sustains an **External Visible Accidental Injury** that happened whilst **You** were taking part in or preparing for an activity not encompassed within **Your Type of Use**.
9. Death resulting from medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
10. Putting the horse to sleep (i) for financial reasons (ii) because of vicious tendencies or behavioural problems (iii) due to law, regulation, a government department, a public authority or similar, or order related to a notifiable disease.

11. Death following cosmetic treatment, routine treatment or preventative treatment recommended by **Your Vet** to prevent an **External Visible Accidental Injury**.
12. Death arising from vicious tendencies or behavioural problems shown by the horse.
13. Death following an **External Visible Accidental Injury** sustained from barbed wire, stock fencing or plain wire fencing.
14. Costs of putting the horse to sleep.
15. Costs of disposal.
16. The **Excess** as shown in **Your** policy schedule

### SECTION 3 – SADDLERY AND TACK

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Saddlery and Tack** unusable.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 3 years from new - 10%
- 4 years from new - 20%
- 5 years from new - 30%
- 6 years from new - 35%
- 7 years from new - 40%
- 8 years from new - 45%
- 9+ years from new - 50%

The age of **Your Saddlery and Tack** will be determined by the date of manufacture.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Saddlery and Tack'** bridles, harnesses, irons, riding tack and saddles normally used on a horse for the activities encompassed within **Your Type of Use**.

**Note:** rugs, blankets and clippers are not covered.

**'Stolen'** or **'Theft'** the unlawful taking of **Your Saddlery and Tack** against **You** will by another party.

**'Security Requirements'** set out in the Appendix at the end of this wording.

#### **Cover - Theft**

If **Your Saddlery and Tack** is **Stolen**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value**, whichever is less.

#### **Cover - Accidental Damage**

If **Your Saddlery and Tack** is **Accidentally Damaged** whilst **You** are taking part in or preparing for an activity encompassed within **Your Type of Use**; settlement is

assessed on the price paid less **Depreciation**, sum insured or **Market Value**, whichever is less.

**We** have the right to choose which action to take in the case of a claim and **We** may arrange to:

- repair the damage
- replace what is lost or damaged beyond economical repair
- pay **You** cash for the amount of loss or damage.

#### **Conditions**

1. All **Saddlery and Tack** must be properly fitted and kept in a good state of repair.

#### **Exclusions**

1. Any claim where the **Security Requirements** in the Appendix have not been complied with.
2. Any amount over £1,000 for any single item of **Saddlery and Tack**.
3. Costs not supported by a receipt/invoice showing full details of the costs incurred.
4. Any form of **Cosmetic Damage**.
5. **Theft** when the **Saddlery and Tack** is loaned or hired out by **You** to any other person other than a member of **Your Family**.
6. **Theft** from any building or location which is not specifically defined in the **Security Requirements**.
7. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
8. Unexplained **Theft**.
9. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
10. **Theft** by a person or persons to whom the **Saddlery and Tack** was entrusted.
11. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
12. The cost of any repair or replacement which improves **Your Saddlery and Tack** beyond the condition they were in before they were **Stolen** or **Accidentally Damaged**.
13. Any reduction in the **Market Value** of **Your Saddlery and Tack** following any repair whether or not undertaken as a result of any claim under this policy.
14. The **Excess** as shown in **Your** policy schedule.

## SECTION 4 - PUBLIC LIABILITY

#### **Cover**

**We** cover **You** (up to the maximum shown in **Your** policy 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 **Policy Term** and caused by or through **You** riding any horse.

#### **Conditions**

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **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.
3. **You** must allow **Us** to:
  - a. take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit;
  - b. take proceedings in **Our** 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.
4.
  - a. For any claim or 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; thereafter
  - 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 **Your** policy schedule.

#### **Exclusions**

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

1. Any horse **You** were riding if it is known to have vicious tendencies or behavioural problems unless **We** have been previously told about this and have accepted it in writing.
2. 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 a horse for hire or reward.
3. Death or bodily injury to **You**, the owner of any horse **You** were riding, any person that lives with **You**, any member of **Your 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. Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**, the owner of any horse **You** were riding, any person that lives with **You**, any member of **Your 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.
5. Death or bodily injury, loss or damage to property as a result of the horse's interaction with other animals.
6. The proportion of loss not directly attributable to the horse in respect of death or bodily injury, loss or damage to property sustained in an incident involving the horse and other animals.
7. 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.
8. Liability created by an agreement which would not have existed in the absence of the agreement.
9. Death or bodily injury, loss or damage to property arising as a result of the horse being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle.
10. Damage to gates, walls, fences and crops occurring while the horse is being ridden.
11. The **Excess** as shown in **Your** policy schedule.

## SECTION 5 – PERSONAL ACCIDENT

**'Bodily Injury'** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**'Loss of Hearing'** complete and irrecoverable loss of hearing in both ears.

**'Loss of Limbs'** physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**'Loss of Sight'** complete and irrecoverable loss of sight in one or both eyes.

**'Pre-Existing Condition'** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

**'Total Permanent Disablement'** disablement lasting 365 days that prevents **You** from continuing in **Your** studies or from following any and every occupation.

### **Cover**

**We** will pay (up to the amount shown in **Your** policy schedule) where **You** sustain accidental **Bodily Injury** as a result of **You** riding a horse and such an injury shall, within 12 months, be the sole cause of death, total and irrecoverable **Loss of Hearing**, **Loss of Sight** or **Loss of Limbs** or **Total Permanent Disablement**.

### **Conditions**

1. **We** will require a Doctor or Dentist's Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
2. A medical advisor may be appointed by **Us** and shall be allowed as often as may be deemed necessary to examine **You**.

### **Exclusions**

1. Any claim in relation to death which is not supported by a death certificate.
2. Any claim arising as a result of **Pre-Existing Condition**.
3. Any claim that arose because **You** were taking part in or preparing for an activity not encompassed within **Your Type of Use**.
4. Any claim directly or indirectly consequent upon or contributed to by:
  - a. neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
  - b. AIDS or AIDS related complex however the syndrome has been acquired or may be named.
  - c. **Your** committing or attempting to commit suicide or intentional self-inflicted injury.
  - d. **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - e. **Your** own criminal act.
  - f. **Your** being wholly or partly under the influence of alcohol.
  - g. **Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - h. pregnancy or childbirth.
  - i. any naturally occurring condition or degenerative process or any gradual decline in physical health.
  - j. any form of operational duties as a member of the armed forces or Territorial Army.
5. Any claim arising from the actions of a horse if it is known to have vicious tendencies or behavioural problems unless **We** have been previously told about this and have accepted it in writing.
6. Any claim arising as a result of a horse being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle.
7. The **Excess** as shown in **Your** policy schedule.

## SECTION 6 - DENTAL TREATMENT

**'Bodily Injury'** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**'Pre-Existing Condition'** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

### Cover

**We** will pay (up to the amount shown in **Your** policy schedule) for dental treatment undertaken where **You** sustain an accidental **Bodily Injury** to **Your** mouth and/or teeth as a result of **You** riding a horse.

### Conditions

- We** will require a Doctor or Dentist's Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
- A medical advisor may be appointed by **Us** and shall be allowed as often as may be deemed necessary to examine **You**.

### Exclusions

- Any claim arising as a result of **Pre-Existing Condition**.
- Any claim that arose because **You** were taking part in or preparing for an activity not encompassed within **Your Type of Use**.
- Any claim directly or indirectly consequent upon or contributed to by:
  - neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
  - AIDS or AIDS related complex however the syndrome has been acquired or may be named.
  - Your** committing or attempting to commit suicide or intentional self-inflicted injury.
  - Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - Your** own criminal act.
  - Your** being wholly or partly under the influence of alcohol.
  - Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - pregnancy or childbirth.
  - any naturally occurring condition or degenerative process or any gradual decline in physical health.
  - any form of operational duties as a member of the armed forces or Territorial Army.
- Any claim arising from the actions of a horse if it is known to have vicious tendencies or behavioural problems unless **We** have been previously told about this and have accepted it in writing.

- Any claim arising as a result of a horse being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle.
- The **Excess** as shown in **Your** policy schedule.

## SECTION 7 - PRIVATE TUTORING

### Cover

**We** pay private tutoring fees (up to the amount shown in the schedule) for a child aged 5-17 years if, solely as a result of a riding accident, they are unable to attend their full-time educational establishment.

### Conditions

- You must obtain our prior written consent before incurring any fees.

### Exclusions

- The first 28 days of being unable to attend the educational establishment.
- Costs not supported by a receipt/invoice showing full details of the costs incurred.
- The **Excess** as shown in **Your** policy schedule.

## ELECTIVE BENEFITS

## SECTION 8 - RIDING CLOTHES

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Riding Clothes** unwearable.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to marks or scratches.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 1 year from new - 10%
- 2 years from new - 20%
- 3 years from new - 30%
- 4 years from new - 40%
- 5+ years from new - 50%

The age of the **Riding Clothes** will be determined by the date of purchase.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Riding Clothes'** body protectors, boots, breeches, hats, jackets and jodhpurs.

**'Security Requirements'** set out in the Appendix at the end of this wording.

### Cover

If **Your Riding Clothes** are **Stolen** or **Accidentally Damaged** whilst **You** are taking part in, preparing for or travelling to or from an activity encompassed within

**Your Type of Use**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

#### **Exclusions**

1. Any claim where the **Security Requirements** in the Appendix have not been complied with.
2. Any amount over £150 for any single item of **Riding Clothes**.
3. Costs not supported by a receipt/invoice showing full details of the costs incurred.
4. Any form of **Cosmetic Damage**.
5. **Theft** when the **Riding Clothes** are loaned or hired out by **You** to any other person other than a member of **Your Family**.
6. **Theft** from any building or location which is not specifically defined in the **Security Requirements**.
7. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
8. Unexplained **Theft**.
9. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
10. **Theft** by a person or persons to whom the **Riding Clothes** were entrusted.
11. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
12. The cost of any repair or replacement which improves **Your Riding Clothes** beyond the condition they were in before they were **Stolen** or **Accidentally Damaged**.
13. Any reduction in the **Market Value** of **Your Riding Clothes** following any repair whether or not undertaken as a result of any claim under this policy.
14. The **Excess** as shown in **Your** policy schedule.

### SECTION 9 - PREMIUM WAIVER

'**Bodily Injury**' injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

'**Pre-Existing Condition**' an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the

commencement date/time shown on **Your** policy schedule.

#### **Cover - hospitalisation**

In the event **You** are hospitalised for more than 7 days where **You** sustain an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Cover - accident**

In the event **You** are unable to work for more than 7 days where **You** sustain an accidental **Bodily Injury** (but are not hospitalised), **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Cover - death**

In the event of **Your** death following an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium (payable by **Your** estate) up to the amount shown in **Your** policy schedule.

#### **Cover - unemployment**

In the event of **Your** becoming unemployed, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Conditions**

1. Any claim for Premium Waiver must be received within 28 days of the above insured event.
2. **Your** insurance policy premium is waived in periods of 28 days; **You** must advise **Us** at the end of each 28 day period whether **You** need to continue to claim. In the event **We** do not receive this notification, **We** will assume Premium Waiver is no longer required and recommence collection of **Your** insurance policy premium.
3. **We** will require a Doctor's Certificate or letter confirming the accidental **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
4. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

#### **Exclusions**

1. If **You** are unable to work but receive your normal wages or salary.
2. Voluntary unemployment.
3. If **You** were on notice of the potential for unemployment prior to commencing this cover.
4. Any claim in relation to death which is not supported by a death certificate.
5. Any claim arising as a result of **Pre-Existing Condition**.

### SECTION 10 - LEGAL HELPLINE

**Our** Legal Department will provide telephone advice up to the amount shown in **Your** policy schedule concerning an insured event.



If **You** would like telephone legal advice, please call **Our** Legal Department on 03300 244 040.

### Exclusions

1. Any commercial legal problems.
2. Consideration of any documentation or correspondence pertaining to **Your** dispute.
3. Undertaking litigation.

### CONDITIONS OF SETTLING CLAIMS

1. The attending and/or referral **Vet** and all previous **Vets** must provide **Us** with any information requested; **You** must pay for any costs incurred. If **We** ask **You** to take the horse to a **Vet** of **Our** choice, **You** must do so.
2. Once **We** are notified of a claim, **We** can disclose information about **Your** policy to any **Vet** involved in the **Treatment** of the horse. **We** may also disclose information about **Your** policy with other insurers where necessary.
3. This is a policy of indemnity; **We** are not liable to pay any **Vet's Fees** claim until the **Treatment** is completed; **We** may choose to offer an interim payment at **Our** own discretion.
4. If any information is provided in a foreign language **You** will be responsible for any costs involved in translating the information provided.
5. The horse must have a general health check and subsequent **Treatment** recommended by the **Vet** every 12 months. If the horse has not had a general health check which could have detected an **External Visible Accidental Injury** or colic earlier it will invalidate any claim.
6. The horse must be kept in a secure area; any fences, gates and enclosures must be capable of restraining the horse and must be kept closed and locked at all times. The fences, barriers, paddock boundaries and enclosures must be checked regularly and maintained in good order. All areas must be checked 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.
7. **We** are not liable to pay any claims (including public liability) caused by the horse bolting, rearing, straying, shying, biting, kicking, escaping, damaging property, attacking the general public or other horses, if the horse has a history of doing this.

8. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date the **External Visible Accidental Injury** first showed **Clinical Signs**. **You** cannot increase the level of cover applicable to **Your** policy after the **External Visible Accidental Injury** first showed **Clinical Signs**.
9. 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.

### GENERAL CONDITIONS

1. **You** must always take reasonable steps to prevent **Accidents** or **Injury**, loss and damage and to minimise any claims under this policy. The horse must be wormed regularly and protected it from infections or contagious disease by keeping it isolated. The horse also have been vaccinated.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. If the horse has suffered from an **Injury, Illness** or **Condition** that has not been disclosed to **Us** at the commencement or review of the policy, **We** may place an exclusion retrospectively to the date of inception or review.
5. Where **You** maliciously and/or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
6. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
7. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy, including change of address. 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.
8. 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 the horse's age or medical history.
9. 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.
10. **We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or within the credit period if **We** have allowed one to a broker or intermediary.
  11. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
  12. **We** will deduct any amount due to **Us** from any claim settlement.
  13. If **You** submit a claim relating to a previous **Policy Term**, **We** may backdate any exclusion to the start of the relevant **Policy Term**.
  14. 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.

## 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 claim as a result of any notifiable disease, African Horse Sickness, equine flu, tetanus, EHV (Equine Herpes Virus) unless the horse is vaccinated against them.
5. The policy does not cover using the horse in any trade, profession or business, unless **We** have agreed in writing to cover this.
6. **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 horse; or
  - c. one of **Your Family**, relations, agents, employees, licensees, paying guest, someone living with **You** or any other person in a contractual relationship with **You**.
7. Any liability that arises only because of an agreement.
8. 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.

9. 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.
10. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
11. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
12. 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.
13. **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 or any derivation or variant thereof;
  - b. arising from any fear or threat (whether actual or perceived) of such Influenza;
  - c. any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

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.

## MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

**We** cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to [www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk) and **You** will be able to download a claim form from the Claims section. If **You** do not have access to the internet please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim please either email or call **Us**.

Once **We** have received **Your** claim form **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further

information to process **Your** claim; **We** ask that **You** cooperate fully and truthfully to give **Us** any information **We** may need. Once the claim has been completed **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006.

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** Complaint Handling Procedure.

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

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.

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, for valid reason, in which case, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or

attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **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 sent to either of the email or postal addresses **You** provided to **Us**. 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 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.co.uk).

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.co.uk). If **You** have not received an acknowledgement from **Us** within 14 days of sending details, **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** Complaint Handling Procedure.

### PREMIUM AND EXCESS REVIEW

1. The premium and **Excess** for this policy is reviewed at least once a year.
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 suggesting that **Our** future claims 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** **Pet**.
  - c. Changes to **Your** circumstances such as the age of **Your** **Pet** 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. policy 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.

## COMPLAINT HANDLING PROCEDURE

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 The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: 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)

**The Insurance Emporium**  
**Thorpe Underwood Hall**  
**Ouseburn**  
**York**  
**YO26 9SS**

**t: 03300 244 005**

**f: 03300 242 971**

**e: [hello@emporium.co.uk](mailto:hello@emporium.co.uk)**

**[www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk)**

## APPENDIX – SECURITY REQUIREMENTS FOR SADDLERY AND TACK AND RIDING CLOTHES

**You** must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

### HOUSE / APARTMENT

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above

The **Saddlery and Tack** and **Riding Clothes** must be kept inside with security devices in operation.

### LOCKED BUILDING (NON-DOMESTIC)

- a building (or part of a building) not used for domestic purposes

The **Saddlery and Tack** and **Riding Clothes** must be kept inside with external doors secured by a 5 lever mortise deadlock or a 5 lever padlock AND steel bars or steel grids on all windows.

### UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Saddlery and Tack** and **Riding Clothes** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

### UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Saddlery and Tack** and **Riding Clothes** must be stored out of sight; AND
4. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim; AND
5. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.