

Rider Insurance

Policy Wording



THE INSURANCE
Emporium

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IMPORTANT THINGS TO KNOW ABOUT THIS POLICY

Who is it for?

This insurance is for people who primarily want cover for emergency veterinary treatment or death of a horse in their care, resulting from an **external accidental visible injury**.

What do I need to know?

Your policy is made up of a number of important documents:

- IPID (Insurance Product Information Document) – this is a summary of the main coverage and exclusions
- policy wording – this details all coverage and exclusions
- **policy schedule** – this shows **your** cover and chosen Optional Benefits

Note: we are only liable up to the limit of cover shown in **your policy schedule**.

Important Note: the IPID and policy wording are master documents, showing all coverage and exclusions.

What do I need to do?

You must look at **your policy schedule** to see which features of cover are yours.

It is up to **you** to make sure the cover meets **your** needs; **you** must tell **us** immediately if this is not so.

You must keep to the terms of **your** policy otherwise it could become void, or **we** may not accept liability for a claim.

What should I tell you?

In short, tell **us** everything and do it before **we** enter into this contract or renew it with **you**. **You** must tell **us** about every event, fact, or occurrence that might influence **our** decision to enter into or renew this contract of insurance; and, if so, on what terms. If **you** are in any doubt about whether a fact is material or not, **you** should always tell **us**.

What am I covered for?

We only cover damage or loss occurring in the United Kingdom, Channel Islands, and Isle of Man during the **policy duration**.

Where am I covered if someone makes a claim against me?

We cover liability arising in the United Kingdom, Channel Islands, and Isle of Man only.

CANCELLATION

You can cancel at any time by notifying **our** customer contact team. **We** may make an administration charge for cancellation.

If **you** cancel **your** policy within the first 14 days and have not made a claim, **we** will provide a full refund of premium.

Single annual premium payment

We will refund the part of **your** premium which applies to the remaining **policy duration** (as long as **you** have not made a claim, or no claim has been made against **you**).

Annual premium paid by monthly instalment

We will not collect any further monthly instalments (as long as **you** have not made a claim, or no claim has been made against **you**). If **you** have made a claim, or if a claim has been made against **you**, and **you** subsequently cancel **your** policy for any reason, the remaining unpaid annual premium will become payable immediately. This will be deducted from any claim payment due to **you** or, if there is no claim payment to be made, **you** will need to make payment to **us** directly. If **you** do not make payment immediately, the matter will be passed to **our** Legal Department for recovery.

We may cancel this insurance by sending **you** seven days' notice to **your** last known email or postal address.

CHARGES OR DEDUCTIONS

- £3.99 – if **you** pay by direct debit or credit/debit card and **you** default on any premium payment.
- £10 administration fee for any changes made after the first 14 days, or **we** cancel, or reinstate **your** policy.
- Any amount due to **us** from **your** claim settlement.

WHAT HAPPENS WHEN MY POLICY RENEWS?

Automatic renewal

You must make each premium payment for continual cover to remain in force; **we** will automatically renew **your** policy, unless:

- **you** ask **us** not to renew;
- **you** or anyone acting on **your** behalf is rude or aggressive towards **our** team members, or defrauds or attempts to defraud **us**, or fails to take specific precautionary measures that **we** ask **you** to take;
- **we** choose not to for any other valid reason.

Will there be any changes to my policy?

When **we** renew **your** policy, **we** may make changes that **we** believe, in good faith, are appropriate for the type of policy **you** hold with **us**, and will produce an overall benefit for **you**. These changes may include the price of the policy, the range of cover, the available benefits, or the excesses payable. As a result of these changes the price, range of cover, benefits, or excesses may go up, stay the same or go down and there is no limit to the amount of change.

We might also make such other changes which **we** believe, in good faith, **we** have a valid reason to make such as to make the terms of the policy clearer (without reducing or restricting **your** rights in a material way), or because the law, or **our** regulators' rules have changed, or to reflect changes in **our** own costs, or other economic considerations.

If **we** want to change **your** policy, **we** will give **you** full written details, at least 21 days before they will take effect and **you** have the right to tell **us**, within 14 days of receiving them, if **you** do not want **us** to make these changes. If **you** exercise this right, **we** might choose to renew **your** policy without making the changes, renew **your** policy on different terms, or not renew **your** policy at all.

We may also, for business reasons, stop offering these policies at any time. **We** may do this if, for example, the law changes, **our** regulators' rules change, the economy changes, or **our** circumstances change, and **we** no longer believe that **we** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a profit. **We** may also do this if (for example) the number of policies **we** sell falls, or **we** think it is likely to fall, to such an extent that it no longer makes economic sense for **us** to sell these particular policies, or policies of this kind. This might mean, for example, that **we** cannot enter or renew a policy when **you** ask **us** to do so.

If my policy doesn't renew, when does it end?

Your policy will automatically end when:

- the **policy duration** expires
- the date **you** fail to pay **your** premium

- the date **you** cancel **your** policy
- the date **we** cancel **your** policy

DATA PROTECTION NOTICE

We take **your** privacy very seriously; **we** hold data in accordance with the current data protection legislation and regulations. **We** will use any personal information, including personal sensitive information as defined in the Data Protection Act 2018, for the purpose of dealing with **your** claim. It will also be used, if required, for the purpose of administrating and underwriting **your** policy, providing information and assistance, and to update **our** records.

Please note that telephone calls may be recorded for training and monitoring purposes. **We** can only discuss **your** policy with **you** directly. If **you** would like someone else to act on **your** behalf, please inform **us** so **we** can update **your** records accordingly. Unless **you** tell **us** otherwise, **we** may use **your** details to help improve **our** services through customer surveys and to keep **you** informed about **our** products, services, and offers via email, post, or telephone. If **you** would prefer not to receive such communications, please let **us** know. **We** may also share **your** information with professional advisers engaged by **us**, including consultant vets, claims investigators, and loss adjusters, where necessary for the administration of **your** policy, the handling of claims, or to fulfil **our** legal and regulatory obligations.

For full information on how **we** will process **your** data, please visit www.theinsuranceemporium.co.uk/privacy-policy

FRAUD PREVENTION

If at any time **we** receive or become aware of information giving rise to concerns regarding any matter relevant to the policy, **we** reserve the right to undertake further enquiries and investigations such as **we** deem reasonably necessary. **We** may share such information, where appropriate and in accordance with applicable data protection and privacy laws, with reinsurers, regulatory and supervisory authorities, law enforcement or fraud prevention agencies, professional advisors engaged by **us** (including consultant vets, claims investigators, and loss adjusters), and other insurers or industry bodies where necessary for the prevention of fraud, risk assessment, or for fulfilling legal or regulatory obligations. **We** will act reasonably and proportionately in how **we** use and share such information and will take all reasonable steps to protect **your** confidentiality and any third parties involved.

COMPLAINTS

Who do I complain to?

We always strive to give **you** the best possible service, but if **you** do have any questions or concerns either about the insurance or the handling of **your** claim, **you** should follow **our** complaints procedure by addressing **your** written complaint to the Chief Experience Officer:

Customer Experience Department | The Insurance Emporium | Thorpe Underwood Hall | Ouseburn | York | North Yorkshire | YO26 9SS
e: feedback@emporium.co.uk
t: 03300 244 007

We will acknowledge **your** complaint within five working days and issue **you** with a final response within eight weeks from the date of receipt of **your** complaint.

What if we cannot reach an agreement?

You can refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response:

Financial Ombudsman Service | Exchange Tower | London | E14 9SR
e: complaint.info@financial-ombudsman.org.uk
t: 0800 023 4567 or 0300 123 9 123

QUICK GUIDE TO THE COLOURED PANELS

The text in the coloured panels provides important notes, settlement information, mandatory conditions, or things to note about those sections of cover. They are designed to help **you** understand the main points quickly, they do not replace or override the full policy wording. Please refer to the main policy text for the full terms and conditions.

Important notes about the policy section

How the **settlement** will be determined

Conditions of the policy section

Things to Note about the policy section

SIGNIFICANT WORDS AND PHRASES

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

equestrian activity

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

external accidental visible injury

external visible physical damage or trauma caused by an **accident**

excess

the amount **you** must contribute to every claim. If claims are made under multiple sections, a separate excess applies to each claim. An excess is payable for each unrelated injury

family

husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children, and grandchildren

market value

the price paid for a horse of similar ability, age, breeding, bloodline, or sex, immediately before the **external accidental visible injury** occurred

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 or renew it

our consultant vet

the **vet** with whom **we** consult to review the horse's clinical history and **emergency treatment**

policy duration

365 days from the date and time shown in **your policy schedule**; automatically renews

policy schedule

shows the purchased sections of cover and the maximum amount available under each section

proof of purchase

the original purchase receipt and any other documentation required to prove ownership

second opinion

the examination and evaluation of the horse by a second **vet** to verify or challenge the diagnosis or treatment plan made by the first **vet**

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 Equine and Livestock Insurance Company Limited

you, your

the person named in the **policy schedule** or anyone to whom this insurance applies (aged between 5 - 75 years)

1. EMERGENCY VET'S FEES & EUTHANASIA

What is covered

vet's fees: treatment following an external accidental visible injury.

death or euthanasia: the **external accidental visible injury** is of such a severity that the horse dies or, in the opinion of the attending **vet**, the horse needs to be euthanased immediately.

disposal: removal and disposal of the horse's body

vet's fees settlement: up to the maximum amount shown in the **policy schedule**.

death or euthanasia settlement: price paid or **market value**, whichever is less (up to the maximum amount shown in the **policy schedule**).

disposal settlement: reasonable costs of removal and disposal (up to the maximum amount shown in the **policy schedule**).

What is not covered

1. Death arising from, or costs relating to the **emergency treatment** of, an illness.
2. Costs incurred, **emergency treatment** received or prescribed for use, more than 24 hours after the horse sustained an **external accidental visible injury**.
3. Death occurring more than 48 hours after the horse sustained an **external accidental visible injury**.
4. Death arising from, or costs relating to, an **external accidental visible injury** which:
 - a. first showed **clinical signs**, happened, or existed before the policy began; 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 any **clinical signs** displayed before the policy began.
5. Death arising from, or costs relating to, the horse sustaining an **external accidental visible injury** whilst **you** were participating in, or preparing for, an activity not specified as an **equestrian activity**.
6. Medication costs unless administered by a **vet** or under a **vet's** direction.
7. Death arising from, or costs relating to, an **external accidental visible injury** sustained from barbed wire, stock fencing, or plain wire fencing.
8. Costs of putting the horse to sleep.
9. Costs of stabling, grazing, or feeding the horse.
10. Costs not supported by a receipt / invoice showing full details of the costs incurred.
11. Costs of diagnostic testing.
12. Death occurring, or costs incurred, outside of the United Kingdom, Channel Islands, or Isle of Man.
13. Veterinary administration costs including but not limited to the prescription of medication not dispensed by the **vet**, dispensing fees, clinical waste fees, handling fees, insurance administration fees, postage and packaging.
14. Fees for reusable surgical equipment.
15. **Your excess**.

Conditions

All of the following conditions must be satisfied for **us** to consider any claim under this section:

1. The horse must suffer an **external accidental visible injury** which is so severe that emergency euthanasia is required to relieve the horse's incurable and excessive pain and suffering; and
2. The attending **vet** must certify that at the time and place they examined the horse, no other treatment options were available to relieve, alleviate, or cure the pain and suffering caused by the **external accidental visible injury**; and
3. The attending **vet** must certify that at the time and place they examined the horse, the horse's condition was such that it could not be safely and/or humanely transported to a place where treatment might be available to relieve, alleviate, or cure the pain and suffering caused by the **external accidental visible injury**; and
4. Following euthanasia, **you** must, at **your** own expense, obtain a post mortem unless **we** choose to waive this condition.

Important Note

You must submit fully completed claims forms, full medical history, and detailed veterinary reports, including the attending **vet's** certification that no other options for treatment were available, along with the post mortem report (if required) to **us**.

In the event of the horse's death, evidence of the horse's value must be submitted and may include, but is not limited to, the vaccination card, passport, **proof of purchase**, or recent independent valuation.

If all of the above **Conditions** are not satisfied; **we** will not pay **your** claim.

Things to note

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.
2. Where **we** consider (a) **vet**'s fees appear greater than standard fees charged by a **vet**, and/or (b) **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** and where there is a dispute, **we** will pay only those **vet**'s fees deemed reasonable and essential by **our consultant vet**.
3. Payment for the horse's death will be only made to the horse's legal owner.
4. In the case of the horse being a mare, there is no insurance cover for any embryo within the horse or any of her foals.

2. THEFT AND STRAYING

What is covered

The horse in **your** care, custody, or control is **stolen** or strays, and is not returned to **you** within 90 days.

settlement: price paid or **market value**, whichever is less up to the maximum amount shown in the **policy schedule** plus £300 to reimburse **you** for advertising the **theft** or loss and/or the payment of a reward which leads directly to the horse's recovery.

What is not covered

1. Any claim for **theft** or straying until 90 days after the loss is reported to **us** and only then in the event the horse has not been recovered during that period.

Conditions

1. In order to make a **theft** or straying claim, **you** must have suffered no thefts, attempted thefts, or threats of any nature against **you** or the horse during the twelve months immediately prior to the horse's loss.
2. **You** must, as soon as possible, report the **theft** or disappearance of the horse to the police and **you** must follow their recommendations strictly, except that in no circumstances whatsoever may **you** pay, agree to pay, or promise to pay a ransom, bribe, or payoff, or give similar assurance of such nature to any person.

Things to note

1. Payment for the horse's loss by **theft** or straying will only be made to the horse's legal owner.
2. In the case of the horse being a mare, there is no insurance cover for any embryo within the horse or any of her foals.
3. If a **theft** or straying claim is made and the horse is subsequently recovered, **we** have the right, if **we** so elect, to take ownership of and sell the horse. If **we** do not elect to do this, the owner must return the amount paid in settlement of the claim and retain possession of the horse.
4. If a **theft** and straying claim is made and the horse is subsequently recovered, and **we** do not elect to take ownership of the horse, there can be no abandonment of the horse to **us**.

3. SADDLERY AND TACK

Significant words and phrases	
accidental(ly) damage(d)	sudden and unexpected damage that is not deliberate and caused by violent external means which makes the item unusable
cosmetic damage	non-structural damage that does not affect usage, including but not limited to dents, marks, or scratches
depreciation period	wear and tear deduction
up to 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%
age is determined from 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	bits, bridles, harnesses, saddles, stirrup irons and leathers, and other riding tack restricted specifically to those items normally attached to the horse whilst being used for an equestrian activity
stolen, theft	the unlawful taking of an insured item against your will by another party, with the intention of permanently depriving you of it, and it not being found within 28 days of being reported to us
security requirements	<u>APPENDIX ONE: SECURITY REQUIREMENTS</u>

What is covered

Your **saddlery and tack** is **stolen**; or **accidentally damaged** whilst participating in, or preparing for, an **equestrian activity**

settlement: price paid less **depreciation**, sum insured, or **market value**, whichever is less (up to the maximum amount shown in the **policy schedule**).

What is not covered

- Any claim where the **security requirements** in APPENDIX ONE: SECURITY REQUIREMENTS have not been complied with.

2. **Theft** unless involving **forcible and violent entry** and **you** have complied with APPENDIX ONE: SECURITY REQUIREMENTS.
3. Any claim arising from participating in, or preparing for, any activity not specified as an **equestrian activity**.
4. Any amount over £1,000 for any single item of **saddlery and tack**.
5. Any form of **cosmetic damage**.
6. **Theft** where the **saddlery and tack** is loaned or hired out by **you** to any person other than a member of **your** immediate **family**.
7. Unexplained **theft**.
8. **Theft** unless:
 - a. **you** have reported it to the nearest police authority as quickly as possible, preferably within 24 hours of discovery; and
 - b. **you** have obtained a crime reference number and details of the police station the crime was reported to; and
 - c. **you** did everything **you** reasonably could to recover the **stolen** property.
8. **Theft** by a person(s) to whom **you** entrusted the **saddlery and tack**.
9. Loss or damage that is not from a known place, or that cannot be identified as occurring within a definite 24-hour period.
10. The cost of repair and replacement which improves the **saddlery and tack** beyond the condition they were in before they were **stolen** or **accidentally damaged**.
11. Any reduction in the **market value** of the **saddlery and tack** following any repair whether or not undertaken as a result of any claim under this policy.
12. Loss or damage resulting from **you** not following the manufacturer's instructions, abusing, or neglecting the **saddlery and tack**.
13. Any claim where the **saddlery and tack** is left on public transport.
14. **Your excess**.

Conditions

1. All **saddlery and tack** must be properly fitted and kept in a good state or repair.

Things to note:

1. **We** have the right to choose what action to take in case of a claim and **we** may arrange to:
 - a. repair the damage; or
 - b. replace what was lost or **stolen** or damaged beyond economical repair; or
 - c. pay **you** for the amount of loss or damage.
2. **We** may decide to appoint a claims investigator and/or loss adjuster to consider **your** claim.

4. PUBLIC LIABILITY

What is covered

Your legal liability to others for damages and costs arising from the death or bodily injury of any other person, or loss or damage to property belonging to any other person, caused by or through **your riding** of the horse and arising from a single event or a series of events consequent on one original cause.

Important Note: references to "the horse" in this section refer to the horse **you** are **riding** at the time of the incident giving rise to the claim.

settlement: amounts **you** become legally liable to pay, and/or costs and expenses incurred with **our** written consent defending claims made against **you**, arising within the United Kingdom, Channel Islands, and Isle of Man (in the aggregate, up to the maximum amount shown in the **policy schedule**).

What is not covered

1. Any claim where, at the date of the incident giving rise to the claim, **you** are under 5 years old or over 75 years of age.
2. Any liability arising from participating in, or preparing for, any activity not specified as an **equestrian activity**.
3. Any liability arising where the horse has previously displayed aggressive behaviours towards other animals, has bitten or kicked, or attempted to bite or kick, other animals or humans.
4. Death or bodily injury, loss of or damage to property sustained in connection with a horse working, or being used in (or in connection with) any trade, business, or profession, or a horse being used for hire or reward.
5. Death or bodily injury, loss of or damage to property, as a result of horse's interaction with other animals.
6. The proportion of loss not directly attributable to the horse.
7. Death or bodily injury to, loss of or damage to any property owned, held in trust, in charge of, or under the control of:
 - a. **you**;
 - b. the owner of the horse;
 - c. any member of **your** household;
 - d. any person residing with **you** whether as a cohabitee, tenant or on any other basis;
 - e. any member of **your family**;
 - f. any guest(s);
 - g. **your** agent or licensee;
 - h. any person in the course of their employment with **you**, or under a contract of service or apprenticeship;
 - i. **your** employer;
 - j. any person with whom **you** have a contractual or business relationship (including livery yard owners / operators).
8. Damage to gates, walls, fences, and crops occurring whilst the horse is being ridden.
9. 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 an act or omission.
10. Liability created by an agreement which would not have existed in the absence of the agreement.
11. **Your excess**.

Things to note

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 actual (i) impending prosecution, (ii) inquest, (iii) fatal inquiry, or (iv) civil legal proceedings, or if any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry, or legal proceedings. and **you** must send **us** every piece of correspondence and document **you** receive without replying to any of them.
3. **You** must allow **us** to:
 - a. take over and conduct in **your** name the defence or settlement of any claim; and
 - 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; and
 - c. **you** shall give **us** all information and assistance **we** require to do this.
4. For any claim or series of related claims, **we** may, at **our** discretion, pay **you** either the maximum amount specified in the **policy schedule** or a lesser amount that fully settles the claim. Upon making such payment, **we** will have no further liability in connection with the claim, except for third-party costs and expenses incurred up to the date of payment, and only up to the maximum amount stated in the **policy schedule**.

5. PERSONAL ACCIDENT

Significant words and phrases

accident	an unforeseen, sudden, and unintended accident, resulting in your sustaining bodily injury solely and independently of any other cause
bodily injury	injury sustained in an accident solely and independently of any other cause
dangerous activities	activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken, or activities for which a disclaimer is signed by participant(s)
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 above the knee
loss of sight	complete and irrecoverable loss of sight in one or both eyes
medical practitioner	a doctor registered with a licence to practice from the General Medical Council (GMC)

Significant words and phrases

pre-existing condition

an injury or illness which first showed **clinical signs**, happened or existed before the start date/time shown in the **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 start date/time shown in the **policy schedule**

total permanent disablement

a state of disablement that wholly and continuously incapacitates **you** from pursuing education or engaging in any occupation or business activity of any nature, which endures uninterrupted for a period of 365 consecutive days from the date of the incident, and is, at the conclusion of that period, deemed medically irreversible and without prospect of functional improvement.

What is covered

You sustain a **bodily injury** as a direct result of an **accident** whilst **riding** the horse, and such injury is the sole and independent cause of death, **loss of sight**, **loss of hearing**, **loss of limbs**, or **total permanent disablement**.

Important Note: references to "the horse" in this section refer to the horse **you** are **riding** at the time of the incident giving rise to the claim.

settlement: up to the maximum amount shown in the **policy schedule**.

What is not covered

1. Any claim for **your** death which is not verified by a death certificate.
2. Any claim arising from a **pre-existing condition**.
3. Any claim directly or indirectly consequent upon or contributed to by participation in **dangerous activities**.

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. Influenza, notifiable disease, virus, bacteria, or contagion, or any derivation or variant thereof;
 - d. **your** committing or attempting to commit suicide or intentional self-inflicted injury;
 - e. **your** deliberate exposure to exceptional danger except in an attempt to save human life;
 - f. **your** own criminal act;
 - g. **your** being wholly or partly under the influence of alcohol;
 - h. **your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction;
 - i. pregnancy or childbirth;
 - j. any naturally occurring condition or degenerative process or any gradual decline in physical health;
 - k. any form of operational duties as a member of the armed forces or Army Reserve.
5. Any claim where, at the date of the **accident**, **you** are under 5 years old or over 75 years of age.
6. Any claim arising from participating in, or preparing for, any activity not specified as an **equestrian activity**.
7. Any claim where the horse has previously displayed aggressive behaviour towards other animals, has bitten or kicked, or attempted to bite or kick, other animals or humans.
8. 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 an act or omission.
9. **Your excess**.

Conditions

1. **We** must be notified of any **accident** as soon as reasonably practicable.
2. **You** must place yourself under the care of a **medical practitioner** as soon as reasonably possible following the occurrence of the **accident**.
3. Confirmation of the **bodily injury** must be provided by a **medical practitioner**, and it is **your** responsibility to obtain and bear the cost of this.
4. **We** reserve the right to appoint an independent **medical practitioner** to examine **you**. **You** are required to fully cooperate, including consenting to such examination and granting access to all relevant medical records and history. No benefit will be payable under this section unless **our** appointed **medical practitioner** is allowed to conduct such examinations, as often as may be reasonably necessary, to assess **your** condition.
5. If the effects of the **bodily injury** are aggravated by any pre-existing physical or medical condition, the amount payable under this section will be limited to the amount that would reasonably have been payable had such **pre-existing condition** not existed.

6. DENTAL TREATMENT

Significant words and phrases

accident	an unforeseen, sudden, and unintended accident, resulting in your sustaining bodily injury solely and independently of any other cause
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Significant words and phrases	
bodily injury	injury sustained in an accident solely and independently of any other cause
dangerous activities	activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken, or activities for which a disclaimer is signed by participant(s)
medical practitioner	a dentist with a licence to practice from the General Dental Council (GDC)
pre-existing condition	an injury or illness which first showed clinical signs , happened or existed before the start date/time shown in the 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 start date/time shown in the policy schedule

What is covered

You sustain a **bodily injury** as a direct result of an **accident** whilst **riding** the horse, and such injury is the sole and independent cause of damage to **your** mouth and / or teeth.

Important Note: references to "the horse" in this section refer to the horse **you** are **riding** at the time of the incident giving rise to the personal **accident** claim.

settlement: up to the maximum amount shown in the **policy schedule**.

What is not covered

1. Any claim arising from a **pre-existing condition**.
2. Any claim directly or indirectly consequent upon or contributed to by participation in **dangerous activities**.

3. 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. Influenza, notifiable disease, virus, bacteria, or contagion, or any derivation or variant thereof;
 - d. **your** committing or attempting to commit suicide or intentional self-inflicted injury;
 - e. **your** deliberate exposure to exceptional danger except in an attempt to save human life;
 - f. **your** own criminal act;
 - g. **your** being wholly or partly under the influence of alcohol;
 - h. **your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction;
 - i. pregnancy or childbirth;
 - j. any naturally occurring condition or degenerative process or any gradual decline in physical health;
 - k. any form of operational duties as a member of the armed forces or Army Reserve.
4. Any claim where, at the date of the **accident**, **you** are under 5 years old or over 75 years of age.
5. Any claim arising from participating in, or preparation for, any activity not specified as an **equestrian activity**.
6. Any claim where the horse has previously displayed aggressive behaviour towards other animals, has bitten or kicked, or attempted to bite or kick, other animals or humans.
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 an act or omission.
8. **Your excess**.

Conditions

1. **We** must be notified of any **accident** as soon as reasonably practicable.
2. **You** must place yourself under the care of a qualified **medical practitioner** as soon as reasonably possible following the occurrence of the **accident**.
3. Confirmation of the **bodily injury** must be provided by a **medical practitioner**, and it is **your** responsibility to obtain and bear the cost of this.
4. **We** reserve the right to appoint an independent **medical practitioner** to examine **you**. **You** are required to fully cooperate, including consenting to such examination and granting access to all relevant medical records and history. No benefit will be payable under this section unless **our** appointed **medical practitioner** is allowed to conduct such examinations, as often as may be reasonably necessary, to assess **your** condition.
5. If the effects of the **bodily injury** are aggravated by any pre-existing physical or medical condition, the amount payable under this section will be limited to the amount that would reasonably have been payable had such **pre-existing condition** not existed.

7. PRIVATE TUTORING

Significant words and phrases

accident	an unforeseen, sudden, and unintended accident, resulting in your sustaining bodily injury solely and independently of any other cause
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Significant words and phrases

bodily injury	injury sustained in an accident solely and independently of any other cause
dangerous activities	activities entailing a foreseeable risk of death or bodily injury, loss or damage to property unless reasonable precautions are taken, or activities for which a disclaimer is signed by participant(s)
medical practitioner	a doctor registered with a licence to practice from the General Medical Council (GMC)
pre-existing condition	an injury or illness which first showed clinical signs , happened or existed before the start date/time shown in the 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 start date/time shown in the policy schedule

What is covered

Private tutoring fees for a child in primary, secondary, or further education if, as a result of an **accident**, they sustain a **bodily injury** that prevents them from attending their registered school or college.

settlement: up to the maximum amount shown in the **policy schedule**.

What is not covered

1. The first 28 days of the child being unable to attend school or college.
2. Costs not supported by a receipt/invoice showing full details of the costs incurred.
3. **Your excess**

Conditions

1. **You** must provide proof of the child's enrolment in primary, secondary, or further education at the time of the **accident**.
2. **You** must provide medical confirmation that the **bodily injury** prevents the child from attending school or college.
3. **You** must obtain **our** written approval of the tutoring arrangements before **you** incur any fees and provide **us** with receipts and evidence of the private tutoring expenses.

OPTIONAL BENEFITS

8. RIDING CLOTHES

Significant words and phrases	
accidentl(ly) damage(d)	sudden and unexpected damage that is not deliberate and caused by violent external means which makes the item unusable
cosmetic damage	non-structural damage that does not affect usage, including but not limited to dents, marks, or scratches
depreciation period	wear and tear deduction
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%
age is determined by 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
riding clothes	body protectors, boots, breeches, hats, jackets, and jodphurs
security requirements	<u>APPENDIX ONE: SECURITY REQUIREMENTS</u>

What is covered

Your riding clothes are **stolen**, or **accidentally damaged** whilst travelling to and from, participating in, or preparing for, an **equestrian activity**.

settlement: price paid less **depreciation**, sum insured, or **market value**, whichever is less (up to the maximum amount shown in the **policy schedule**).

What is not covered

- Any claim where the **security requirements** in APPENDIX ONE: SECURITY REQUIREMENTS have not been complied with.
- Theft** unless involving **forcible and violent entry** and **you** have complied with APPENDIX ONE: SECURITY REQUIREMENTS.
- Any claim arising from participating in, or preparing for, any activity not specified as an **equestrian activity**.
- Any amount over £150 for any single item of **riding clothes**.
- Any form of **cosmetic damage**.
- Theft** where the **riding clothes** are loaned or hired out by **you** to any person other than a member of **your** immediate **family**.

7. Unexplained **theft**.
8. **Theft** unless:
 - a. **you** have reported it to the nearest police authority as quickly as possible, preferably within 24 hours of discovery; and
 - b. **you** have obtained a crime reference number and details of the police station the crime was reported to; and
 - c. **you** did everything **you** reasonably could to recover the **stolen** property.
9. **Theft** by a person(s) to whom **you** entrusted the **riding clothes**.
10. Loss or damage that is not from a known place, or that cannot be identified as occurring within a definite 24-hour period.
11. The cost of repair and replacement which improves the **riding clothes** beyond the condition they were in before they were **stolen** or **accidentally damaged**.
12. Any reduction in the **market value** of the **riding clothes** following any repair whether or not undertaken as a result of any claim under this policy.
13. Loss or damage resulting from **you** not following the manufacturer's instructions, abusing, or neglecting the **riding clothes**.
14. Any claim where the **riding clothes** are left on public transport.
15. **Your excess**.

Things to note

1. **We** have the right to choose what action to take in case of a claim and **we** may arrange to:
 - a. repair the damage; or
 - b. replace what was lost or **stolen** or damaged beyond economical repair; or
 - c. pay **you** for the amount of loss or damage.
2. **We** may decide to appoint a loss adjuster to consider **your** claim.

THINGS YOU MUST ALWAYS DO

1. Take all reasonable precautions to prevent accidents, injury, loss, and damage and to minimise any claims under this policy.
2. Anyone claiming insurance under this policy must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** may not be liable under the policy.
3. Co-operate fully and truthfully to give **us** any information **we** may need.
4. 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.
5. All losses must be substantiated by **proof of purchase**. **You** must provide valuations, reports, information, etc at **your** own expense if **we** request it.
6. **You** must provide all information, explanations, proof of ownership, and other such evidence as **we** may reasonably require.

GENERAL THINGS YOU NEED TO KNOW

1. 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 an item's age.
2. Where **you** maliciously and/or recklessly fail to disclose a **material fact** when this policy starts, renews or when making a claim, **we** may (i) reject **your** claim, (ii) endorse **your** policy (iii) void **your** policy, (iv) retain **your** premium.

3. 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.
4. **We** are liable only if **we** have received the correct premium before the start of each **policy duration** or within the credit period if **we** have allowed one to a broker or intermediary.
5. If any insured item consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
6. This insurance will stop covering any item as soon as **you** sell it or part with any interest in it, whether temporarily or permanently.
7. **Your** intermediary will not be or become **our** intermediary for giving notice about claims or any other matter. **We** will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **your** behalf.
8. **We** can only discuss **your** personal details with **you**. If **you** would like anyone else to act on **your** behalf, please let **us** know.
9. 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.

WHAT IS NEVER COVERED

1. Any amount greater than the maximum amount shown in the **policy schedule**.
2. Any losses which are not expressly covered by the terms and conditions of this policy.
3. Any claim made, or any event causing the need for a claim to be made, that occurs before **your** policy began.
4. Any claim occurring when the horse is working, or being used in (or in connection with) any trade, business, or profession, or being used for hire or reward.
5. Business use, hiring or lending out unless specifically endorsed in the **policy schedule**.
6. Claims that are wholly or partially false, exaggerated, or fraudulent.
7. Claims that are directly or indirectly connected with, or arise from, a malicious, wilful, or criminal act or omission by:
 - a. **you** or someone acting on **your** behalf; or
 - b. someone caring for or in control of the horse, **saddlery and tack**, or **riding clothes**; or
 - c. a member of **your family**, or someone who lives with **you** whether as a cohabitee, tenant, or on any other basis; or
 - d. **your** agents, employees, licensees, guests; and/or
 - e. any other person who is in a contractual or business relationship with **you**.
8. Any amount greater than the amount shown in the **policy schedule** for an insured item.
9. The cost of any repair or replacement which improves the **saddlery and tack** or **riding clothes** beyond the condition it was in before it was **accidentally damaged** or stolen.
10. Any reduction in the **market value** of **your saddlery and tack** or **riding clothes** following any repair whether or not undertaken as a result of any claim under this policy.
11. Loss or damage because **you** are not the rightful (legal) owner.
12. Loss or damage caused by domestic pets.
13. Property more specifically insured elsewhere.
14. The cost of replacing any undamaged items or parts thereof forming part of a set where the remaining items are still useable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched
15. Deliberate loss or damage caused by **you** or any user of **your** insured items.

16. Depreciation, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **you**, or any user of **your** insured items.
17. Faulty workmanship, defective design, or the use of defective materials, repairing, restoring, renovating, cleaning, or dyeing.
18. Loss or damage by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
19. Any liability that arises only because of an agreement.
20. 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.
21. Any loss, damage, liability, cost, or expense of any kind directly or indirectly caused by, or in any way connected with:-
 - a. war, invasion, and/or the act of terrorists and/or foreign enemies (whether war has been declared or not);
 - b. a coup, military power, civil war, rebellion, revolution, insurrection, riot, civil commotion and/or civil unrest;
 - c. strikes, lockouts, and/or industrial unrest;
 - d. looting in connection with any of a, b and/or c.
22. Any loss, damage, liability, costs, or expense of any kind directly or indirectly caused by, or in any way connected with:
 - a. a nuclear or radioactive **accident**, explosion, escape, waste and/or contamination; and/or
 - b. pressure waves caused by aircraft or other aerial machines or devices of any kind.
23. 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 exclusion, '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.
24. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, or process, or any other electronic system.
25. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from pollution or contamination of water, buildings or structures, land, or the atmosphere.
26. **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. an epidemic, a pandemic, 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 an epidemic, pandemic, influenza, notifiable disease, virus, bacteria, or contagion;
 - c. any action taking in controlling, preventing, suppressing or in any way relating to any epidemic, pandemic or 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 **you**.
27. **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 an illness or disease transmitted from animals to humans.

28. **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 an act of the UK, Channel Islands, or Isle of Man government or any member of that government, the UK's armed forces, or any UK, Channel Islands, or Isle of Man regulatory, law enforcement or other authority of any kind, whether that act has the force of law, or is merely part of the formal or informal guidance issued or given by, or made or given by, such persons, forces or authorities as the case may be.
29. Any third-party fees or charges incurred in investigation of, or assessment of, **your** claim including but not limited to, the costs of, and associated with, obtaining a police, or fire report, and/or medical records.

APPENDIX ONE: SECURITY REQUIREMENTS

You must adhere to these **security requirements** otherwise **your** insurance may be invalid and **we** may reject **your** claim.

Significant words and phrases

home	a private house of standard construction built of brick, stone, or concrete with a slate, tiled, or multi-layered roof where you normally live
apartment shared rooms	the self-contained room(s) within a building of standard construction built of brick, stone, or concrete with a slate, tiled, or multi-layered roof where you normally live
locked non-domestic building	a building (or part of a building) not used for domestic purposes

Location

Security Requirement

home apartment shared rooms	<ul style="list-style-type: none"> all external doors must be locked with the keys removed from the locks; and all external windows must be closed and securely fastened, locked, or bolted, except those in occupied bedrooms at night; and security systems must be activated.
locked non-domestic building	<ul style="list-style-type: none"> all external doors must be secured by a 5 lever mortise lock or closed shackle padlock and the windows securely locked
unattended vehicle	<ul style="list-style-type: none"> stored out of sight in an enclosed storage compartment, boot, or luggage space; and all vehicle doors and windows must be closed and securely locked, and all vehicle security systems activated.

NOTE: unattended vehicle cover does not apply when the vehicle is at **your home**. **Your saddlery and tack** and/or **riding clothes** must be removed and stored within **your home**.