

## INTRODUCTION

Welcome to **Your** horse 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.

### Declaration

By entering into or renewing this policy **You** confirm **Your Horse** is in good health. **Your Horse** does not have an **Injury, Illness** or **Condition** (including previous bouts of colic), and is not displaying any **Clinical Signs** of an **Injury, Illness** or **Condition** except for those notified to **Us**.

## PARTICULAR POINTS ABOUT COVER

The policy covers **Your Horse** whilst **You**, or anyone with **Your** permission, is looking after it.

**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, except as set out in Section 5.

### DEFINITIONS

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

**'Bilateral Condition'** any **Condition** affecting body parts of which **Your Horse** has two, one each side of the body such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae.

**Note:** when applying a benefit or exclusion **Bilateral Conditions** are considered as one **Condition**.

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

**'Complementary Treatment'** acupuncture, homeopathic or herbal medicines, hydrotherapy, laser

treatment, physiotherapy, remedial farriery or ultrasound.

**Note:** all **Complementary Treatment** must be carried out by **Your Vet** or a qualified practitioner (who is a member of a recognised association) recommended by **Your Vet**.

**'Condition'** all **Clinical Signs** of **Injury** or **Illness** resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

**'Excess'** the amount **You** must pay towards each and every claim; 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**.

**'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.

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

**'Horse'** the **Horse** identified as insured in **Your** policy schedule.

**'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 **Your 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 **Your Horse's** clinical history and **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 date **Your Horse** dies;
- (b) 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;
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;

(e) the date **We** cancel **Your** policy for whatever reason.

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

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

**'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**.

**'Type of Use'** the purpose(s) for which **Your Horse** is used and for which it is insured either:

*Type of Use 1* - breeding, dressage, driving, foals over 30 days, gymkhanas, hacking, heavy horses, horses at grass, long distance riding (under 25 miles), mounted games, Pony Club & Riding Club (excluding cross country), retired horses, showing, show jumping, western riding; OR

*Type of Use 2* - as Type of Use 1 plus advanced eventing, advanced horse trials, arab racing, barrel racing, cross country, horse ball, hunter trials, hunting (including drag hunting), jump cross, long distance/endurance riding (over 25 miles), point-to-point, polo crosse, polo, rodeo, team chasing, trec, trotting racing, vaulting.

**'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 **Treatment** or **Complementary Treatment** of an **Injury, Illness** or **Condition**.

**'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 - DEATH, THEFT OR STRAYING

**'Immediate Humane Grounds'** **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options for **Treatment** are available at that time.

*(source: BEVA Guidelines For The Destruction Of Horses Under All Risks Mortality Insurance Policy).*

**'Stabling Address'** the address **You** provide to **Us** as the place **You** keep **Your Horse** and shown in **Your** policy schedule.

### Cover - death

If **Your Horse** dies or is put to sleep by a **Vet** on **Immediate Humane Grounds** during the **Policy Term** as a result of an **Injury, Illness** or **Condition**; 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**.

### Cover - Theft or straying

If **Your Horse** is not found within 28 days of straying or being **Stolen** from the **Stabling Address**; 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 **Your 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 **Your 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 **Your Horse** is the subject of a loan or lease agreement, payment will be made to the legal owner of **Your Horse**.

### Exclusions

1. Euthanasia performed without **Our** permission unless **Your Vet** confirms it was on **Immediate Humane Grounds**.
2. Death if **Your Horse** dies or is put to sleep by a **Vet** more than 365 days after any **Injury, Illness** or **Condition** first showed **Clinical Signs**.
3. Death following an **Injury, Illness** or **Condition** 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 **Injury, Illness, Condition** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
4. Death following any **Illness** displaying **Clinical Signs** within 14 days of the commencement date/time shown in **Your** policy schedule.
5. Death occurring after the **Policy Term** lapses or **We** stop receiving **Your** premium.
6. Death following **Injury, Illness** or **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
7. Death due to **Illness** of any horse aged over 19 years and 364 days as at the commencement or review date shown in **Your** policy schedule.
8. Death where **Your Vet** or **Our Consultant Vet** considers **Your Horse's Injury, Illness** or **Condition** was able to be **Treated**.
9. Any amount for a mare's unborn foetus, embryo or foal.
10. Death if **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that happened whilst taking part in or preparing for an activity not encompassed within **Your** specified **Type of Use**.

11. Death resulting from medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
12. Putting **Your 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.
13. Death following cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent an **Injury**, **Illness** or **Condition**.
14. Death as a result of tooth or gum disease including the removal of wolf teeth.
15. Death following **Your Horse** being castrated, cryptorchid castration, pregnant or foaling (unless a complicated foaling) including false pregnancies.
16. Death arising from vicious tendencies or behavioural problems shown by **Your Horse**.
17. Death following an **Injury** sustained from barbed wire, stock fencing or plain wire fencing.
18. Costs of putting **Your Horse** to sleep.
19. Costs of disposal unless Section 6 is chosen.
20. Death as a result of an **Injury**, **Illness** or **Condition** occurring on the continent of Europe (including sea crossings) unless Section 5 is chosen.
21. **Theft** by a person or persons to whom **Your Horse** was entrusted.
22. **You** must report the loss of **Your Horse** to the Police and local animal welfare centres immediately upon discovery.
23. If, after claiming, **Your Horse** is found or returns, **You** must notify **Us** and repay the full amount **We** have paid out under this section.
24. The **Excess** as shown in **Your** policy schedule.

## ELECTIVE BENEFITS

### SECTION 2 - VET'S FEES FOR EXTERNAL ACCIDENTAL VISIBLE INJURY ONLY

'**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.

#### Cover

**We** pay up to the amount shown in **Your** policy schedule for **Treatment** and/or **Complementary Treatment** undertaken as a result of 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 **Your Horse** is **Injured You** must immediately have a **Vet** treat **Your Horse** at **Your** own expense. **You** must allow the **Vet** to take **Your Horse** away for **Treatment** if it is appropriate. **You** must provide a report from the attending **Vet** about the condition of **Your 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) **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.**

#### Limitations

- **We** will deduct the cost of **Your Horse's** normal shoes from any claim for remedial farriery: £15 per shoe or £60 for a full set.

#### Exclusions

1. Costs arising from an **Illness** or any **Treatment** thereof.
2. Costs incurred, **Treatment** received or prescribed for use more than 365 days after **Your 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, **Treatment** received or prescribed for use after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. Any **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
6. Costs incurred if **Your Horse** sustains an **Injury** that happened whilst taking part in or preparing for an activity not encompassed within **Your** specified **Type of Use**.
7. Costs of medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
8. Costs resulting from **Your Horse** being overweight or prescription diets.
9. Costs for cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent an **Injury**, **Illness** or **Condition**.

10. Costs as a result of tooth or gum disease including the removal of wolf teeth.
11. Costs arising from **Your Horse** being castrated, cryptorchid castration, pregnant or foaling (unless a complicated foaling) including false pregnancies.
12. Costs arising from vicious tendencies or behavioural problems shown by **Your Horse**.
13. Costs arising from an **Injury** sustained from barbed wire, stock fencing or plain wire fencing.
14. Costs of putting **Your Horse** to sleep.
15. Costs of transportation or livery unless Section 4 is chosen.
16. Costs of stabling, grazing or feeding **Your Horse**.
17. Costs of disposal.
18. Costs not supported by a receipt/invoice showing full details of the costs incurred.
19. Costs incurred in undergoing diagnostic tests unless there is a clear symptom or **Clinical Sign** present.
20. 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.
21. Costs arising from an **External Visible Accidental Injury**, occurring or **Treatment** received on the continent of Europe (including sea crossings) unless Section 5 is chosen.
22. Cost of buying or hiring equipment or machinery.
23. Any fees for surgical equipment that can be used more than once.
24. Upon **Your Vet** confirming (by date and signature of **Our** claim form) the **Permanent Incapacity** of **Your Horse**, **We** will not pay any costs incurred, **Treatment** received or prescribed for use after that date; applicable if Section 9 - Permanent Incapacity is chosen.
25. The **Excess** as shown in **Your** policy schedule.

### SECTION 3 - VET'S FEES

#### Cover

**We** pay up to the amount shown in **Your** policy schedule for **Treatment** and/or **Complementary Treatment** undertaken as a result of an **Injury, Illness** or **Condition** occurring during the **Policy Term**; subject to cover being in force and the relevant premiums having been received by **Us**.

#### Conditions

1. When **Your Horse** is **Injured** or is first displaying signs of an **Illness** or **Condition** **You** must immediately have a **Vet** treat **Your Horse** at **Your**

own expense. **You** must allow the **Vet** to take **Your Horse** away for **Treatment** if it is appropriate. **You** must provide a report from the attending **Vet** about the condition of **Your 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) **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.**

#### Limitations

- **We** will deduct the cost of **Your Horse's** normal shoes from any claim for remedial farriery: £15 per shoe or £60 for a full set.

#### Exclusions

1. Costs incurred, **Treatment** received or prescribed for use more than 365 days after any **Injury, Illness** or **Condition** first showed **Clinical Signs**.
2. Costs arising from an **Injury, Illness** or **Condition** 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 **Injury, Illness** or **Condition** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
3. Costs for any **Illness** displaying **Clinical Signs** within 14 days of the commencement date/time shown in **Your** policy schedule.
4. Costs incurred, **Treatment** received or prescribed for use after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. Any **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
6. Costs arising from the **Illness** of any horse aged over 19 years and 364 days as at the commencement or review date shown in **Your** policy schedule.
7. Costs incurred if **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that happened whilst taking part in or preparing for an activity not encompassed within **Your** specified **Type of Use**.
8. Costs of medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
9. Costs resulting from **Your Horse** being overweight or prescription diets.

10. Costs for cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent an **Injury, Illness** or **Condition**.
11. Costs as a result of tooth or gum disease including the removal of wolf teeth.
12. Costs arising from **Your Horse** being castrated, cryptorchid castration, pregnant or foaling (unless a complicated foaling) including false pregnancies.
13. Costs arising from vicious tendencies or behavioural problems shown by **Your Horse**.
14. Costs arising from an **Injury** sustained from barbed wire, stock fencing or plain wire fencing.
15. Costs of putting **Your Horse** to sleep.
16. Costs of transportation or livery unless Section 4 is chosen.
17. Costs of stabling, grazing or feeding **Your Horse**.
18. Costs of disposal.
19. Costs not supported by a receipt/invoice showing full details of the costs incurred.
20. Costs incurred in undergoing diagnostic tests unless there is a clear symptom or **Clinical Sign** present.
21. 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.
22. Costs of an **Injury, Illness** or **Condition** occurring or **Treatment** received on the continent of Europe (including sea crossings) unless Section 5 is chosen.
23. Cost of buying or hiring equipment or machinery.
24. Any fees for surgical equipment that can be used more than once.
25. Upon **Your Vet** confirming (by date and signature of **Our** claim form) the **Permanent Incapacity** of **Your Horse**, **We** will not pay any costs incurred, **Treatment** received or prescribed for use after that date; applicable if Section 9 – Permanent Incapacity is chosen.
26. The **Excess** as shown in **Your** policy schedule.

#### SECTION 4 – TRANSPORTATION AND LIVERY (REFERRAL VET ONLY)

##### Cover

**We** pay the cost of transporting **Your Horse** to and from the referral **Vet** along with livery costs incurred whilst **Your Horse** remains there for **Treatment** (up to the amount shown in **Your** policy schedule).

##### Exclusions

1. Costs incurred where a claim under Section 2 or 3 is declined.

2. Costs not supported by a receipt/invoice showing full details of the costs incurred.
3. The **Excess** as shown in **Your** policy schedule.

#### SECTION 5- EUROPEAN USE

##### Cover

Up the amount of days shown in **Your** policy schedule, cover provided in Sections 1, 2, 3, 4 and 9 (if chosen) is geographically extended to the continent of Europe (including sea crossings).

#### SECTION 6 – DISPOSAL COSTS

'**Immediate Humane Grounds**' **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options for **Treatment** are available at that time.  
(source: *BEVA Guidelines For The Destruction Of Horses Under All Risks Mortality Insurance Policy*).

##### Cover

If **Your Horse** dies or is put to sleep by a **Vet** on **Immediate Humane Grounds** during the **Policy Term** as a result of an **Injury, Illness** or **Condition**; **We** will pay (up to the amount shown in **Your** policy schedule) towards the costs of removal and disposal of **Your Horse's** body.

##### Exclusions

1. Costs incurred where a claim under Section 1 or 9 is declined.
2. Costs not supported by a receipt/invoice showing full details of the costs incurred.
3. The **Excess** as shown in **Your** policy schedule.

#### SECTION 7 – HIRE OF HORSE

'**Stabling Address**' the address **You** provide to **Us** as the place **You** keep **Your Horse** and shown in **Your** policy schedule.

##### Cover

If **Your Horse** is not found within 28 days of straying or being **Stolen** from the **Stabling Address**, **We** pay (up to the amount shown in **Your** policy schedule) for the reasonable cost of hiring another horse from a recognised livery or riding establishment until either **Your Horse** is returned or the claim for **Theft** or straying under Section 1 is settled, whichever is first.

##### Condition

1. **You** must report the loss of **Your Horse** to the Police and local animal welfare centres immediately upon discovery.

##### Exclusions

1. **Theft** by a person or persons to whom **Your Horse** was entrusted.
2. The hire of a horse from 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.

3. Costs incurred where a claim for **Theft** or straying under Section 1 is declined.
4. Costs not supported by a receipt/invoice showing full details of the costs incurred.
5. The **Excess** as shown in **Your** policy schedule.

## SECTION 8 – 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 **Your Horse** for the activities encompassed within **Your** specified **Type of Use**.

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

**‘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** specified **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 9 – LOSS OF USE (PERMANENT INCAPACITY)

**‘Immediate Humane Grounds’** **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options for **Treatment** are available at that time.  
(source: *BEVA Guidelines For The Destruction Of Horses Under All Risks Mortality Insurance Policy*).  
**‘Permanent Incapacity’** **‘Permanently Incapacitated’** an **Illness**, **Injury** or **Condition** which permanently

prevents **Your Horse** from carrying out the functions **You** keep and insure it for. **Your Horse** must be completely unable to undertake the functions rather than be exhibiting reduced ability or performance.

#### **Cover**

Where **Your Horse** cannot undertake any form of equestrian activity but does not require destruction on **Immediate Humane Grounds**; **We** will pay the **Market Value** or sum insured, whichever is less if **You** elect to have **Your Horse** destroyed.

If, however, **You** elect to retire **Your Horse** instead, **We** will pay 60% of the **Market Value** or sum insured, whichever is less.

#### **OR**

Where **Your Horse** is **Permanently Incapacitated** but it can undertake an equestrian activity or **You** elect to breed from it or **You** choose to retire it; **We** will pay 60% of the **Market Value** or sum insured, whichever is less.

**NOTE:** benefits are halved for horses aged 13 years and over.

**We** can only offer a settlement for **Your 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. Where **Your Horse** is the subject of a loan or lease agreement, payment will be made to the legal owner of **Your Horse**.

#### **Exclusions**

1. **Permanent Incapacity** more than 365 days after any **Injury, Illness** or **Condition** first showed **Clinical Signs**.
2. **Permanent Incapacity** arising from an **Injury, Illness** or **Condition** 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 **Injury, Illness** or **Condition** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
3. **Permanent Incapacity** arising from any **Illness** displaying **Clinical Signs** within 14 days of the commencement date/time shown in **Your** policy schedule.
4. **Permanent Incapacity** after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. **Permanent Incapacity** due to any **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
6. **Permanent Incapacity** arising from the **Injury, Illness** or **Condition** of any **Horse** aged over 19 years and 364 days as at the commencement or review date shown in **Your** policy schedule.

7. **Permanent Incapacity** where **Your Vet** or **Our Consultant Vet** considers **Your Horse's Injury, Illness** or **Condition** was able to be **Treated**.
8. Any amount for a mare's unborn foetus, embryo or foal.
9. **Permanent Incapacity** incurred if **Your Horse** sustains an **Injury** or manifests an **Illness** or **Condition** that happened whilst taking part in or preparing for an activity not encompassed within **Your** specified **Type of Use**.
10. **Permanent Incapacity** resulting from medication, unless it was administered by **Your Vet** or under the direction of **Your Vet**.
11. **Permanent Incapacity** undertaken (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.
12. **Permanent Incapacity** following cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent an **Injury, Illness** or **Condition**.
13. **Permanent Incapacity** as a result of tooth or gum disease including the removal of wolf teeth.
14. **Permanent Incapacity** arising from **Your Horse** being castrated, cryptorchid castration, pregnant or foaling (unless a complicated foaling) including false pregnancies.
15. **Permanent Incapacity** arising from vicious tendencies or behavioural problems shown by **Your Horse**.
16. **Permanent Incapacity** following an **Injury** sustained from barbed wire, stock fencing or plain wire fencing.
17. Costs of putting **Your Horse** to sleep.
18. Costs of disposal unless Section 6 is chosen.
19. **Permanent Incapacity** as a result of an **Injury, Illness** or **Condition** occurring on the continent of Europe (including sea crossings) unless Section 5 is chosen AND **Your Horse** is returned to the **UK** for **Your Vet** to confirm (by date and signature of **Our** claim form) the **Permanent Incapacity** of **Your Horse**.
20. The **Excess** as shown in **Your** policy schedule.

## **SECTION 10 - 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 **Your** ownership or use of **Your Horse**.

**NOTE:** in this section only “**You**” extends to include anyone riding, handling or interacting with **Your Horse** with the permission or consent of the named policyholder.

#### **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. **Your Horse** if 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 **Your Horse** for hire or reward.
3. Death or bodily injury to **You**, any person handling **Your Horse** with **Your** permission or consent, 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**, any person handling **Your Horse** with **Your** permission and consent, 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 any person handling **Your Horse** without **Your** permission or consent.
6. Death or bodily injury, loss or damage to property as a result of **Your Horse's** interaction with other animals.
7. The proportion of loss not directly attributable to **Your Horse** in respect of death or bodily injury, loss or damage to property sustained in an incident involving **Your Horse** and other animals.
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 act or omission.
9. Liability created by an agreement which would not have existed in the absence of the agreement.
10. Death or bodily injury, loss or damage to property arising as a result of **Your Horse** being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle if the horse drawn vehicle is not insured with **Us**.
11. Death or bodily injury, loss or damage to property if **Your Horse** is ridden at a riding establishment or for professional lessons by anyone other than **You**.
12. Damage to gates, walls, fences and crops occurring while **Your Horse** is being ridden, driven or led.
13. Death or bodily injury, loss or damage to property as a result of a stallion serving or attempting to serve a mare or from any activity involving artificial insemination.
14. The **Excess** as shown in **Your** policy schedule.

## SECTION 11 - RESCUE COSTS

#### **Cover**

**We** will pay (up to the amount shown in **Your** policy schedule) the costs **You** are required to pay to a professional rescue organisation or the Police for the attempted rescue or recovery of **Your Horse**.

#### **Exclusions**

1. Costs not supported by a receipt/invoice showing full details of the costs incurred.
2. The **Excess** as shown in **Your** policy schedule.

## SECTION 12 - 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, leading, handling or caring for **Your 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**

- 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 in relation to death which is not supported by a death certificate.
- 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** specified **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 **Your 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 **Your Horse** being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle if the horse drawn vehicle is not insured with **Us**.
    - Any claim arising whilst the horse drawn vehicle is being transported or towed by a motor vehicle, is attached to or becomes detached from a motor vehicle.
  - The **Excess** as shown in **Your** policy schedule.

## SECTION 13 - 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, leading, handling or caring for **Your 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** specified **Type of Use**.
- 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.
4. Any claim arising from the actions of **Your 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.
- 5.
- a. Any claim arising as a result of **Your Horse** being prepared for harnessing, being harnessed or breaking free of harnessing to a horse drawn vehicle if the horse drawn vehicle is not insured with **Us**.
  - b. Any claim arising whilst the horse drawn vehicle is being transported or towed by a motor vehicle, is attached to or becomes detached from a motor vehicle.
6. The **Excess** as shown in **Your** policy schedule.

## SECTION 14 - 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 15 - LEGAL HELPLINE

**Our** Legal Department will provide telephone advice up to the amount shown in **Your** policy schedule concerning **Your** ownership or use of **Your Horse**.

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 **Your 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 **Your 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** for the **Injury, Illness** or **Condition** 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. **Your Horse** must have a general health check and subsequent **Treatment** recommended by the **Vet** every 12 months. If **You** do not have a general health check which could have detected an **Injury, Illness** or **Condition** earlier it will invalidate any claim. Any general health check will be at **Your** own cost.
6. **Your Horse** must be kept in a secure area; any fences, gates and enclosures must be capable of restraining **Your Horse** and must be kept closed and locked at all times. **You** must check the fences, barriers, paddock boundaries and enclosures regularly and maintain them in good order. You must check all areas regularly for glass, nails, poisonous substances (such as ragwort, hemlock, deadly nightshade etc.) and other items that may cause a claim and remove them. Fences should be at least 1.25m (4ft) in height and of the following construction: - post and rail wooden fencing, post and rail impact resistant plastic, post and rail solid uprights, flexi-rails (PVC or rubber coated webbing), post electric either electric tape or wire. Stallion paddocks require a double fence line of 1.5m (5ft). The following are not sufficient barriers/paddock boundaries unless reinforced by additional fencing as set out above: - banks and ditches.
7. **We** are not liable to pay any claims (including public liability) caused by **Your Horse** bolting, rearing, straying, shying, biting, kicking, escaping, damaging property, attacking the general public or other horses, if **Your Horse** has a history of doing this. However, **You** are covered if **You** told **Us** about **Your Horse's** history and **We** accepted it in writing.
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 **Injury, Illness** or **Condition** first showed **Clinical Signs**. **You** cannot increase the level of cover applicable to **Your** policy after the occurrence of the **Injury, Illness** or **Condition**.
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, Injury, Illness**, loss and damage and to minimise any claims under this policy. **You** must have **Your Horse** wormed regularly and protect it from infections or contagious disease by keeping it isolated. **You** must also have **Your Horse** 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. **Your Horse** must be owned by **You**, the named insured shown on **Your** policy documents. The policy will cease immediately if **You** no longer own the **Horse**.
5. If **Your 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.
6. 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.
7. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
8. **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.
9. When **We** invite **You** to renew **Your** policy **We** may, at **Our** discretion alter premiums, cover, terms and conditions as **We** deem necessary for any reason including such factors as **Your Horse's** age or medical history.
10. 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.
11. **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.
12. 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.

13. **We** will deduct any amount due to **Us** from any claim settlement.
14. If **You** submit a claim relating to a previous **Policy Term**, **We** may backdate any exclusion to the start of the relevant **Policy Term**.
15. 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 **Your Horse** is vaccinated against them.
5. The policy does not cover using **Your 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 **Your 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** co-operate 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.

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. 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** Horse.
  - c. Changes to **Your** circumstances such as the age of **Your** Horse or any change to **Your** address.
  - d. Changes due to legislative, tax or regulatory requirements such as:
    - i. expenses related to providing the insurance
    - ii. 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

**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** 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** 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** 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** 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.