

YOUR DUTY TO GIVE INFORMATION

When applying for, amending or renewing your insurance policy, KBIS will ask a number of questions to assess the risk prior to agreeing coverage. It is your duty to ensure that you answer all questions raised by KBIS honestly and reasonably. These questions are designed to enable us or the **Insurer** to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the **Insurer** be in a position to offer terms which are designed to meet your demands and needs.

The reason why this is vital and extremely important is that if you fail to tell us or the **Insurer** something when asked, or if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection, **Insurers** may not pay a part or all of your claim and may cancel your policy. You may find it difficult to arrange other insurance coverage because you did not tell an **Insurer** everything when asked, and you will have to disclose this fact when you apply for insurance with another company.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO INSURANCE COVERAGE AND RESULT IN YOUR CLAIM NOT BEING PAID

KBIS LTD HORSE INSURANCE TERMS AND CONDITIONS

These Terms and Conditions form part of the insurance contract along with the **Certificate**. The **Certificate** outlines the coverage purchased and that document, together with these Terms and Conditions, provides full details of the policy.

If we explain, in the definitions sections, what a word means, that word will have the same meaning wherever it appears in the section indicated.

DEFINITIONS applying to all sections of the policy:

For the purposes of this insurance policy words that appear in bold should be interpreted as per the definitions shown below

Carcass Disposal: The collection of the **Insured Horse's** remains, by an approved transporter, for disposal at an approved premises.

Certificate: The printed document titled 'Competition Horse Insurance', 'Leisure Horse Insurance' or 'B&W Equine Plan Insurance' showing the **Policyholder** and **Insured Horse** details and coverage provided.

Colic Surgery: Invasive surgery including a general anaesthetic to correct disorders of or involving any of the following: stomach, small intestine, cecum, colon or small colon.

Complementary Treatment: The following treatments are considered to be **Complementary Treatment** for the purposes of this policy: Physiotherapy, Ultra sound, Faradism, Infra-red, Magneto pulse, Laser treatment*, Back manipulation, Corrective farriery, Osteopathy, Chiropractic, Nutraceuticals, Alternative medicine, Herbalism, Homeopathy, Acupuncture, Mesotherapy, and / or Remedial Exercise.

If the coverage is extended to include these, they are only covered for specific conditions diagnosed as specifically requiring **Complementary Treatment** and are carried out on the recommendation of a qualified **Veterinary Surgeon**, by a **Veterinary Surgeon** or by a qualified complementary therapist.

* Only Category 4 Laser treatment carried out by a **Veterinary Surgeon** is covered under the Veterinary Fees section of the policy.

Euthanasia: The procedure of intentionally and humanely ending the **Insured Horse's** life on the recommendation of a **Veterinary Surgeon**.

Extension Period: The amount of time a claim is covered. The **Extension Period** begins at the date of onset of the **Incident**.

Foaling Risk: Complications during foaling which are life threatening to the mare, limited to uterine tears, ruptures of the uterine artery, uterine prolapses and caesarean section, if required to save the mare's life.

Hospitalisation: Stabling and livery charges incurred while the Insured Horse is undergoing inpatient treatment at a veterinary hospital.

Incident: An **Incident** under this policy is considered to be an onset of symptoms e.g. onset of lameness/illness or the occurrence of an accident and is not judged by each diagnosed condition. All medical conditions

diagnosed, or related to this occurrence/onset of symptoms, whether immediately or on subsequent investigation are considered to be one **Incident**.

When determining if multiple conditions should be considered as a single claim **Incident**, the **Insurer** will adopt the principle that if these conditions are either directly or indirectly related or if the veterinary opinion considers there is a causal relationship it will be considered as a single **Incident**. When there is a difference of opinion between the client's **Veterinary Surgeon** and the Insurer's **Veterinary Surgeon** the **Arbitration Clause** will be invoked.

Example

A horse is referred to the **Veterinary Surgeon** due to lameness and a reluctance to jump. Upon examination, it is found to be lame behind due to suspensory desmitis and also to have a sore back. The horse is treated for these conditions, but three weeks later is found still to be moving poorly. On further veterinary investigation, the **Veterinary Surgeon** finds that the horse is also lame in front. These conditions would be treated as one claimable **Incident** with one excess and would be claimed up to the maximum per **Incident** limit as shown on the **Certificate** of Insurance.

Insured Horse:	The horse(s) stated on the Certificate .
Insurer:	QIC Europe Limited, The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St. Julian's, STJ1062, Malta
Market Value:	The price at which the Insured Horse would change ownership between a willing buyer and a willing seller, with both parties having reasonable knowledge of the relevant facts.
Period of Insurance:	Means the time for which this insurance is in place as shown on the Certificate .
Policyholder:	The person named on the Certificate .
Post Mortem:	An examination carried out by a Veterinary Surgeon including, but not limited to, establishing the identity of the horse (verified against the Insured Horse's passport or microchip records) and the cause of death or justifying the reason for the humane destruction.
Sum Insured	The amount stated on the Certificate which represents the maximum the Insurer will pay for a Death, Theft, Straying or Permanent Loss of Use claim.
Veterinary Fees:	The cost of the following when required to treat illness and injury: <ul style="list-style-type: none">a) Any consultation, examination, advice, test, diagnostic procedure, surgery and nursing carried out by a Veterinary Surgeon, a veterinary nurse or another member of the veterinary practice under the supervision of a Veterinary Surgeon, andb) Any medication legally prescribed by a Veterinary Surgeon.
Veterinary Surgeon:	A Veterinary Surgeon is defined as a fully qualified and licensed practitioner of veterinary medicine who is registered with the Royal College of Veterinary Surgeons (RCVS). For the purposes of treating the Insured Horse while it is temporarily resident outside the United Kingdom, within the terms of the GEOGRAPHICAL LIMITS section, the Veterinary Surgeon must be a fully qualified, licensed veterinary practitioner registered in the country where the treatment is provided.

GENERAL POLICY CONDITIONS

1. At the start of the **Period of Insurance** the **Insured Horse** must be in sound health and free from any illness, disease, lameness, injury or physical disability.
2. At the start of **Period of Insurance** the **Policyholder** must be the sole owner of the **Insured Horse**, unless this has been agreed by the **Insurer** beforehand. This policy will stop if the **Policyholder** sells the **Insured Horse** or parts with any interest in it, whether temporarily or permanently.
3. The **Insured Horse** must:
 - (a) Remain within the geographical limits stated in these Terms and Conditions during the whole **Period of Insurance**, and
 - (b) Must not be used at any time during the **Period of Insurance** for an activity which is not stated on the **Certificate**.Any breach of these conditions may mean that the **Insurer** will not pay a claim.
4. The **Policyholder**:

- (a) Must ensure that the **Insured Horse's** health is maintained, and take reasonable precautions to prevent illness, injury or death. If there is a dispute about what constitutes 'reasonable precautions', the matter will be referred to an independent **Veterinary Surgeon** to be mutually agreed on.
- (b) In the event of any illness, disease, lameness, injury, accident or physical disability to the **Insured Horse** the **Policyholder** must immediately at their own expense employ a qualified **Veterinary Surgeon** to examine and treat the **Insured Horse**, and must, if required by the **Insurer**, allow removal of the **Insured Horse** for treatment or diagnosis.
- (c) In the event of the death of the **Insured Horse** the **Policyholder** must, as soon as possible and at their own expense, arrange for a **Post-Mortem**. Failure to do so may mean that the **Insurer** will not pay a claim.
- (d) In the event that the **Insured Horse** suffers any **Incident**, accident, injury or illness whatsoever, the **Policyholder** must advise KBIS as soon as possible, either by telephone, e-mail, KBIS Claims app or fax. If necessary, KBIS will then instruct a **Veterinary Surgeon** on the **Insurer's** behalf. Any potential claim not notified during the **Period of Insurance** will not be paid.

If the **Policyholder** fails to comply with any of the above conditions, the **Insurer** has the right to suspend or cancel the policy or to refuse a claim.

- 5. If a claim is paid by the **Insurer** and a third party may be liable, the **Insurer** retains the right to attempt recovery of their losses from that third party. In these cases, the **Policyholder** must offer all assistance in their power and the **Insurer** will be entitled, at their own expense, to sue in the name of the **Policyholder**.
- 6. KBIS or the **Insurer** have the right to suspend or cancel this policy at any time if:
 - (a) it is found that the **Policyholder** has been dishonest or fraudulent in the information provided in connection with this insurance; or
 - (b) the **Policyholder** has failed to provide any documents requested by the **Insurer** in relation to this insurance.

In the event of cancellation by KBIS or the **Insurer**, the **Policyholder** will receive a refund of any premium already paid which relates to the period after the cancellation date, except where there has been an act of fraud. Once the policy has been cancelled, coverage will cease and no further claims will be paid.

- 7. The **Insured Horse** must be wormed in accordance with veterinary guidelines or assessed regularly for worms by egg-count and treated in the event of a positive result in accordance with veterinary guidelines. If there is a dispute about the acceptable veterinary guidelines, the **Arbitration Clause** will be invoked..
- 8. The **Insured Horse** must be vaccinated against tetanus and equine influenza in accordance with veterinary guidelines. If there is a dispute about the acceptable veterinary guidelines, the **Arbitration Clause** will be invoked.
- 9. The **Policyholder** must take proper precautions to protect the **Insured Horse** against infectious and contagious disease (for example by isolation of infected animals). If there is a dispute about what constitutes proper precautions, the **Arbitration Clause** will be invoked.
- 10. The **Policyholder** must ensure as far as is possible that anyone handling or riding the **Insured Horse** has the knowledge and experience to do so in order to limit the possibility of the **Insured Horse** injuring itself, another person or damaging property. If the **Policyholder** does not comply with this condition, the **Insurer** has the right to cancel the policy and no further claims will be paid.
- 11. The **Sum Insured** stated on the **Certificate** should not exceed the **Insured Horse's Market Value**. In the event of a claim a Justification of Value will be required if your horse is insured for more than the **Market Value**. The **Insurer** will accept the following documents as satisfactory justifications of value:
 - (a) Affiliated competition record
 - (b) Published competition results
 - (c) Purchase receipt
 - (d) Stud fee - this document will only be accepted for horses under 4 years old that have been bred by the **Policyholder**
 - (e) Sales ring price, if sold at a public auction

In addition to (a), (b) or (c) above, the **Policyholder** must also provide a written statement detailing the activities the **Insured Horse** participates in, the **Insured Horse's** height, temperamental suitability for its use and photographs of the animal.

The **Insurer** may not accept a Justification of Value from any other source, such as your riding instructor, or a sales or dealing yard.

12. Regardless of the claims history, at renewal the **Insurer** has the right to amend the Terms and Conditions of the policy. This includes but is not limited to:
- (a) the application of excesses
 - (b) Increasing the premium
 - (c) Applying exclusions to coverage, and/or
 - (d) Changing the payment type.

The **Insurer** also has the right to decline to invite renewal. If this is the case the **Policyholder** will be notified in writing of any such action.

13. If the policy is paid for by monthly instalment, when the policy is due for renewal KBIS will renew it automatically. KBIS will write to the **Policyholder** before the policy expires with full details of the next year's premium and policy conditions. If renewal is not required the **Policyholder** must contact KBIS, by telephone on 01635 247474 or in writing, before the date of renewal, to cancel.

Should the **Insurer** elect not to invite renewal of the policy, KBIS will notify the **Policyholder** in writing prior to the renewal date. **Failure to return the required renewal health documentation may prejudice the Policyholder's position in the event of a claim.**

14. When a claim is made, the **Policyholder** agrees to provide KBIS with any information requested in connection with the claim, including details of the **Insured Horse's** clinical history.
15. If the policy is limited to Accidental, External Injury Only (AEIO) on the **Certificate** or Temporary Cover **Certificate**, the **Insurer** will only pay a claim in the event of the **Insured Horse** being injured during the **Period of Insurance** as a result of an accidental, external injury with a clearly evident external wound or abrasion. **The Death, Permanent Loss of Use and /or Veterinary Fee sections of the policy can all be limited to AEIO.**

GENERAL POLICY EXCLUSIONS

1. Any **Incident**, illness, injury or disease that manifested, was present or had been previously diagnosed in the **Insured Horse** at the start of the policy will not be covered.
2. Any charges relating to the preparation of veterinary reports, third party reports (such as crime reports) or claim forms are not covered by this insurance.
3. If, at the time of a claim the **Policyholder** has multiple insurance policies in force for the **Insured Horse**, the **Insurer** will not be liable for any claims submitted by the **Policyholder**, unless the agreement of the **Insurer** is noted on the **Certificate**. If two policies are in effect and the **Insurer** has given their agreement, the maximum amount payable under this policy will be limited to the amount of the Policy Excess the **Policyholder** has paid under the other insurance policy.

GENERAL POLICY CLAUSES

The following clauses apply to the sections of the policy listed below:

- Death, Theft & Straying; Sections 1a, 1b and 1c only.
- Permanent Loss of Use, Sections 2a and 2b
- **Veterinary Fees**, Section 3

15-MONTH EXTENSION CLAUSE FOR DEATH COVER

The maximum period that any claim will be covered is 15 months from the date of the accident, or onset of the illness or disease. The **Extension Period** is subject to the terms, conditions and exclusions of the policy.

ARBITRATION CLAUSE

Veterinary Treatment

If, after seeking the consent of the **Insurer**, the attending **Veterinary Surgeon** and the consulting **Veterinary Surgeon** cannot reach an agreement, the **Insured Horse** will be referred to an independent **Veterinary Surgeon**, mutually agreed upon by both sides, who will act as arbitrator. This **Veterinary Surgeon's** decision will be binding on both the **Insurer** and the **Policyholder**.

Value

In cases of disagreement between the Policyholder and the Insurer over the Market Value of the Insured Horse, a mutually agreeable third-party will be appointed to act as arbitrator in the dispute. The arbitrator's decision will be binding on both parties.

ACCIDENTAL, EXTERNAL INJURY ONLY

If coverage under this policy is limited to Accidental, External Injuries Only (AEIO) on the **Certificate**, the **Insurer** will only pay a claim in the event that the **Insured Horse** suffers an **Incident** which results in an accidental, external injury with an evident external wound or abrasion.

If coverage under this policy is limited to AEIO claims for **Incidents** involving tendons and/or ligaments will not be covered unless the cause of the **Incident** falls within the definition of AEIO outlined above.

COVERAGE RESTRICTIONS - ACCIDENTAL EXTERNAL INJURIES ONLY

When a policy begins or when a horse is added to an existing policy the coverage afforded by the sections detailed below will be limited to claims arising from Accidental External Injuries Only (AEIO) plus **Colic Surgery**:

- Death,
- Permanent Loss of Use,
- **Veterinary Fees**

The listed sections will be limited for a period of 45 days unless:

At the start of a new policy or when adding a new horse to an existing policy:

The limited period will be removed if the Horse(s) is

- a new purchase
- and has passed a 2 or 5 stage veterinary **Certificate** (including the provision of any radiographs as required by the **Insurer**)
- and has been insured within 7 days of purchase.

When transferring a policy from another Insurer to KBIS.

- if the horse is currently insured and the requested coverage is identical to the expiring insurance policy
- and a copy of the full renewal documentation is provided to KBIS
- and a completed proposal form and a full clinical history (from all vets who have attended the horse) is supplied to KBIS.

The limited period is not reduced for loaned or gift horses or for horses taken on from a charity.

All requirements stated above must be satisfied to reduce the amount of time that coverage is limited to AEIO.

In addition, these requirements constitute the minimum necessary conditions and you may have to supply additional documentation depending on the coverage purchased, the **Insured Horse's** history or the **Insurer's** assessment of the risk presented by the proposed horse(s). If additional information is required you will be advised on the Quote letter and/or Temporary Coverage **Certificate**.

If the documents requested by the **Insurer** are not provided to KBIS by the **Policyholder** until after the date the policy starts the **Insurer** reserves the right to apply exclusions to the policy, or amend the coverage with an effective date the same as the policy start date.

GEOGRAPHICAL LIMITS

The policy provides coverage:

- In the United Kingdom, Channel Islands and Isle of Man, and

- While temporarily in mainland Europe for the purpose of competition, including transportation to and from mainland Europe, but not exceed 90 consecutive days outside the United Kingdom, the Channel Islands or the Isle of Man at any one time.

USE AND CLASS OF COVERAGE

The table below shows the classes of use applicable to the Leisure Horse Insurance policy

LEISURE HORSE POLICY CLASSES OF USE

- Class 1** Hacking, Rearing, Breeding, Breaking, Gymkhanas, Showing in-hand or under saddle, Dressage up to Elementary level, Showjumping up to Foxhunter level, Riding Club and Pony Club Events including Novice Hunter Trials, Western Riding, Non-competitive Driving, Jump Cross and Eventing (BE80, BE90).
- Class 2** As Class 1, plus: Hunting

The table below shows the classes of use applicable to the Competition Horse Insurance policy and the B&W Equine Plan.

COMPETITION HORSE AND B&W EQUINE PLAN CLASSES OF USE

- Class 1A** Hacking, Rearing, Breeding, Breaking, Gymkhanas, Showing in-hand or under saddle, Dressage up to Elementary level, Showjumping up to Foxhunter level, Riding Club and Pony Club Events including Novice Hunter Trials, Western Riding, Non-competitive Driving, Jump Cross and Eventing (BE80, BE90).

The maximum **Sum Insured** for this class is £7,500.

- Class 1B** As class 1A, plus: Dressage above Elementary level, Showjumping above Foxhunter level, Eventing (BE100), Le-Trec, Competitive Long Distance Riding (under 40km).
- Class 2** As class 1A and class 1B, plus: Novice and Intermediate Eventing, Hunting, Open Hunter Trials, Polo Cross, Horseball, Competitive Long Distance riding (over 40km) and Competitive Driving not including trotting.
- Class 3** As class 1A, class 1B and class 2 plus: Advanced Eventing, Team Chasing, Polo* and Arab Racing*.
* *These activities are only covered in the 'Basic Coverage' sections.*

OTHER BENEFITS

CARCASS DISPOSAL

The **Insurer** will pay up to £200 for the cost of **Carcass Disposal** incurred by the **Policyholder**.

ALTERNATIVE STABLING

The **Insurer** will pay up to £500, for all incidents during the **Period of Insurance**, to meet the expenses incurred by the **Policyholder** if the stable in which the **Insured Horse** is habitually kept is totally destroyed by fire, flood or storm.

1. DEATH, THEFT & STRAYING

EXCLUSIONS applicable to sections 1a, 1b, 1c

1. In the event that the **Insured Horse** is subject to a government or public or local authority quarantine and/or restriction order relating to an outbreak or suspected outbreak of a disease, this insurance will not cover death, intentional slaughter or **Euthanasia** of the **Insured Horse** directly or indirectly attributable to said disease.
2. This Insurance does not cover death or **Euthanasia** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a. any surgical operation unless conducted by a **Veterinary Surgeon** and certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **Period of Insurance** and to have been carried out in an emergency attempt to save the **Insured Horse's** life; or
 - b. the giving of any medication unless by a **Veterinary Surgeon** (or experienced personnel under their direction) and certified by that **Veterinary Surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or

- c. malicious or wilful injury or criminal or intentional acts or omissions by the **Policyholder**, their family, representatives, agents, employees, **Veterinary Surgeons**, bailees or other persons who have care, custody or control of the **Insured Horse**; or d) failure by the **Policyholder** their family, representatives, agents, employees, bailees or other persons who have care, custody or control of the **Insured Horse** to provide proper care and attention for the **Insured Horse** at all times; or e) the use of the **Insured Horse** for any purpose other than that specified in the Schedule.
3. This Insurance does not cover death or **Euthanasia** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a. nuclear reaction, nuclear radiation or radioactive contamination; or
 - b. confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
 - c. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

In respect of any claim, and in any action, suit or proceeding to enforce a claim for death or **Euthanasia** under this Insurance, the burden of proving that the death or **Euthanasia** does not fall within Exclusion 3 (a), (b), or (c) shall be upon the **Policyholder**.

4. This policy does not cover death directly or indirectly caused by castration or spaying unless advised to and approved by KBIS before the operation is carried out.

1A. DEATH - CLAIMS FOR IMMEDIATE EMERGENCY EUTHANASIA

The **Insurer** will pay the **Market Value** of the **Insured Horse**, not exceeding the **Sum Insured** stated on the **Certificate**, following **Euthanasia** by a **Veterinary Surgeon** as a result of an accident occurring, or an illness or disease manifesting itself, during the **Period of Insurance**, that in the opinion of the attending **Veterinary Surgeon** necessitates immediate **Euthanasia** of the **Insured Horse**.

The **Policyholder** must notify KBIS of any claim in accordance with Condition 4 of the General Policy Conditions.

CONDITIONS applicable to Section 1a Death - claims for emergency immediate Euthanasia.

The following conditions must all be satisfied in order for a claim to be paid under this section.

1. The **Insured Horse** must sustain an injury or manifest an illness or disease, during the **Period of Insurance**, which is so severe that immediate **Euthanasia** is required to relieve incurable and excessive pain and no other options of treatment are available.
2. Following **Euthanasia** the **Policyholder** must, at their own expense, obtain a **Post Mortem** (as defined within these Terms and Conditions) unless KBIS have agreed that this condition can be waived.
3. The **Policyholder** must submit a completed claim form and detailed veterinary reports.

If the above conditions are not satisfied the **Insurer** will not pay a claim.

1B. DEATH – CRITICAL ILLNESS OR INJURY NECESSITATING NON-IMMEDIATE EUTHANASIA

The **Insurer** will pay the **Market Value** of the **Insured Horse**, not exceeding the **Sum Insured** stated on the **Certificate**, following **Euthanasia** by a **Veterinary Surgeon** (with prior agreement from KBIS and/or the **Insurer**) as a result of an accident occurring, or an illness or disease manifesting itself, during the **Period of Insurance**. The **Policyholder** must notify KBIS before **Euthanasia** is performed in accordance with General Condition 4 (d).

CONDITIONS applicable to Section 1b ‘Death - Claims for Critical Illness or injury necessitating non-immediate Euthanasia’

The following conditions must all be satisfied in order for a claim to be paid under this section.

1. KBIS must be contacted before the **Insured Horse** is euthanised to allow a second opinion to be given by their consulting **Veterinary Surgeon**.

2. The **Insured Horse** must exhibit signs of severe and unremitting pain that can be controlled by safe and effective levels of analgesic medication in the short term but in the opinion of the attending **Veterinary Surgeon** cannot be managed in the long term and no other options of treatment are available.
 3. The Attending Veterinary Surgeon must certify that, in their opinion, the **Insured Horse** would not be able to have a reasonable quality of life if retired to a paddock environment on a safe dosage of pain relief medicine. A 'paddock' is defined as an area of at least 30 meters in length or width. If there is a dispute about what constitutes 'a reasonable quality of life', the **Arbitration Clause** will be invoked.
 4. Following **Euthanasia** the **Policyholder** must, at their own expense, obtain a **Post Mortem** report (as defined within these Terms & Conditions), unless KBIS have agreed that this condition can be waived.
 5. The **Policyholder** must submit a completed claim form and detailed veterinary reports.
- If all of the above conditions are not satisfied the **Insurer** will not pay a claim.

EXCLUSIONS applicable to Section 1b 'Death - Claims for Critical Illness or injury necessitating non-immediate Euthanasia'.

1. Any claim which is not advised to KBIS prior to **Euthanasia**.
2. Any claim where the **Euthanasia** is carried out solely for economic reasons.

It is understood by **Insurers** and KBIS that there will be times that the owner and the attending **Veterinary Surgeon** choose to euthanise a horse on the basis of loss of use or economic grounds. Whilst this is a perfectly correct decision for the owner to make, if the reason for euthanasia does not meet the strict criteria as detailed in these Terms & Conditions, no claim will be considered under this section.

1C. DEATH – ALL OTHER CASES

The **Insurer** will pay the **Market Value** of the **Insured Horse**, not exceeding the **Sum Insured** stated on the **Certificate**, when a horse is found dead due to unknown and unforeseen circumstances during the **Period of Insurance**.

CONDITIONS applicable to Section 1c 'Death – All other cases'.

The following conditions must all be satisfied in order for a claim to be paid under this section.

The **Policyholder** must:

1. At their expense, obtain a **Post Mortem** (as defined within these Terms and Conditions).
2. Notify KBIS (as defined in Condition 4 d General Conditions) at the earliest opportunity of the death and the **Insurer** reserves the right to carry out an additional **Post Mortem** at their expense.
3. Submit a completed claim form and detailed veterinary reports.

1D. LOSS BY THEFT OR STRAYING

The **Insurer** will pay the **Insured Horse's Market Value**, not exceeding the **Sum Insured** stated on the **Certificate**, if:

- (a) It is lost or stolen and cannot be found; or
- (b) It dies as a result of the theft or straying.

If the **Insured Horse** is recovered and has been castrated by those who stole it, the **Insurer** will pay the amount by which its value has reduced as a result of that castration.

CONDITIONS for Loss by Theft or Straying

1. The **Policyholder** must have had no thefts, attempted thefts or threats against the **Insured Horse** or any other horses they own during the twelve months prior to the start of coverage.
2. The **Insurer** will not pay a claim under this policy for the loss of the **Insured Horse** by theft or unlawful removal until 90 days after the **Incident** is reported to the **Insurer** and then only in the event that **Insured Horse** has not been recovered during that period.
3. The **Policyholder** must, as soon as possible, report any theft or disappearance of the **Insured Horse** to the **Insurer** and the local police and they must follow their recommendations strictly, except that in no situation must the **Policyholder** pay or promise to pay a ransom, or give similar assurance of any such nature, to any third party. Should the **Policyholder** pay or promise to pay a ransom or give similar assurances of any such nature to any third party, the coverage in respect of the

Insured Horse will stop from midnight, local standard time, the day before the payment, promises to pay or similar assurances have been given.

4. In the event of a loss under this policy, the **Insurer** will not pay more than the **Market Value** of the **Insured Horse** at the time of loss, up to but not exceeding the **Sum Insured** stated on the **Certificate**.
5. If a claim is paid under this section of the policy, and the **Insured Horse** is subsequently recovered, the **Insurer** has the right to take over ownership of the **Insured Horse**. Alternatively the **Policyholder** can return the amount paid in settlement of the claim and retain possession of the **Insured Horse**.
6. In the case of a mare, no coverage is given under this section for any embryo within the mare or any of her foals, unless such embryo or foal is separately covered under this policy.

EXCLUSIONS applicable to Loss by Theft or Straying

1. Notwithstanding any provisions in the Coverage Restrictions – Accidental External Injuries Only section no claim for Theft or Straying will be considered if the Theft or Straying incident claimed for occurs during the first 45 days of the Period of Insurance.

ADDITIONAL EXPENSES

1. The **Insurer** will pay up to £200 to cover the cost of advertising the loss or theft and the payment of a reward which leads to recovery.
2. The **Insurer** will pay up to £600 for the **Policyholder** to hire a replacement horse following the proven theft of the **Insured Horse**.

OPTIONAL COVERAGE

The sections listed are only included if shown on the **Certificate**.

2 PERMANENT LOSS OF USE

CONDITIONS applicable to Sections 2a and 2b of the Permanent Loss of Use coverage.

1. If required, the **Insurer's Veterinary Surgeon** can ask for the **Insured Horse** to be assessed from a rider's perspective at an agreed professional yard to determine the significance of the condition.
2. Subject to an agreed Permanent Loss of Use claim the **Policyholder** can keep the **Insured Horse** in retirement. In this event the **Insurer** will pay 75% or 100% of the **Market Value** of the **Insured Horse** at the time of the accident, less the residual value, not exceeding the **Sum Insured** stated on the **Certificate**. The residual value is negotiable but subject to a minimum of 10% of the **Sum Insured**. Stallions kept in retirement for breeding will also be subject to a negotiated settlement based on their residual value for stud duties and the **Insurer** will only pay the difference between the residual value of the stallion and the **Sum Insured**.
3. If the **Policyholder** does not wish to keep the **Insured Horse** in retirement but chooses to have it destroyed on economic grounds the **Insurer** will pay 75% or 100% of the **Market Value** of the **Insured Horse** at the time of the accident, not exceeding the **Sum Insured** stated on the **Certificate**. In this case, the **Insurer** reserves the right to take possession of the **Insured Horse** instead of it being euthanised. In the event of any disagreement between the **Policyholder** and the **Insurer** over the **Market Value** of the horse, the **Arbitration Clause** will be invoked.
4. Any medical condition referred to must be advised to the **Insurer** in accordance with Condition 4 of the General Policy Conditions.
5. In the event of any disagreement between the **Policyholder's** and **Insurer's Veterinary Surgeons** in respect of the condition of the **Insured Horse** the **Arbitration Clause** will be invoked.
6. Should the **Insured Horse** sustain an accident, illness or disease, during the **Period of Insurance** and the accident, illness or disease not manifest itself as a permanent incapacity until after the **Period of Insurance** has expired, claims will be recoverable under the extension providing that:
 - a. The permanent incapacity is agreed upon by both vets (or by a third **Veterinary Surgeon** as per Condition 5 above); and
 - b. Subsequent destruction or retirement with freeze marking occurs no more than 15 months from date the Incident occurred.

The **Extension Period** is subject to the Terms and Conditions of the policy, and any Exclusions noted on the **Certificate**. Please note section 2(b) covers losses caused by AEIO only.

7. In the event of the **Insured Horse** being kept in retirement, the **Policyholder** must agree to it being freeze-marked with the loss of use mark, to signify a loss of use claim has been paid.
8. Payments for this section are based on the **Market Value** of the **Insured Horse** at the time of the accident (or manifestation of the disease or illness), not exceeding the **Sum Insured** stated on the **Certificate**.

EXCLUSIONS applicable to 2a. and 2b. Permanent Loss of Use

This section does not cover any claim:

1. As a result of blemishing.
2. Due to the **Insured Horse's** inability to breed.
3. As a result of the **Insured Horse** being barred from participating in competition due to the regulations laid down by any breed society or competitive body or association in respect of horses that are suffering from a wind condition and/or have been operated on for such condition.
4. For loss of value, lack of ability, lack of suitability
5. For behavioural problems.

**2a PERMANENT LOSS OF USE DUE TO ACCIDENT, SICKNESS OR DISEASE
(COMPETITION HORSE INSURANCE AND B&W EQUINE PLAN ONLY)**

In the event of the **Insured Horse** manifesting, during the **Period of Insurance**, a condition, that whilst not requiring **Euthanasia**, does in the opinion of both the **Policyholder's** and the **Insurer's Veterinary Surgeon**, render the **Insured Horse** permanently incapable of fulfilling the functions or duties for which it is kept, as detailed in the proposal form and in the **Veterinary Certificate**, the **Insurer** will pay the percentage of the **Insured Horse's Market Value**, not exceeding the percentage of the **Sum Insured** as stated on the **Certificate**.

**2b PERMANENT LOSS OF USE DUE TO ACCIDENTAL, EXTERNAL INJURY ONLY (AEIO)
(COMPETITION HORSE INSURANCE AND B&W EQUINE PLAN ONLY)**

In the event of the **Insured Horse** suffering from an **Incident** during the **Period of Insurance** which results in an accidental, external injury with an evident external wound, which does not require **Euthanasia**, but does in the opinion of both the **Policyholder's** and the **Insurer's Veterinary Surgeon**, render the **Insured Horse** permanently incapable of fulfilling the functions or duties for which it is kept, as detailed in the proposal form and in the **Veterinary Certificate**, the **Insurer** will pay the percentage of the **Insured Horse's Market Value**, not exceeding the percentage of the **Sum Insured** as stated on the **Certificate**.

EXCLUSIONS applicable to section 2b

This section does not cover any claim:

Claims for Incidents involving tendons and/or ligaments will not be covered unless the cause of the Incident falls within the definition of AEIO outlined above.

3. VETERINARY FEES

The **Insurer** will pay, for each **Incident**, **Veterinary Fees** incurred, up to the amount stated in the **Certificate**, in the event that the **Insured Horse** manifests, during the **Period of Insurance**, a condition that requires veterinary treatment, providing the condition is the direct result of an accident, illness, **Foaling Risk** or disease sustained or contracted during the **Period of Insurance**.

The condition must have been advised to KBIS within the **Period of Insurance**, in accordance with Condition 4 of the General Policy Conditions. Claim acceptance is subject to receipt of a detailed account from the attending **Veterinary Surgeon**, showing details of the consultation, medication and mileage.

The table below shows the different types of veterinary fee coverage for Leisure Horse Insurance **Policyholders**.

Class 1 & 2 Veterinary fee cover options or as detailed on the Certificate.

LEISURE HORSE INSURANCE VETERINARY FEES	
Scale	Benefit
A	Pays 100% of Veterinary Fees after the excess has been deducted for Accidental External & Violent Injuries only up to a maximum of £3,000 per Incident .

	<p>The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £140 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 90 days to 30 years. Scale A does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
B	<p>Pays 100% of Veterinary Fees for:</p> <ul style="list-style-type: none"> • Accidental External & Violent Injuries • Colic Surgery <p>after the excess has been deducted, up to a maximum of £3,000 per Incident. The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £140 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 90 days to 20 years. Scale B does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
C	<p>Pays:</p> <ul style="list-style-type: none"> • 75% of the Veterinary Fees, or • 100% of Veterinary Fees for Colic Surgery <p>after the excess has been deducted, up to a maximum of £3,000 per Incident. The Insured Horse is covered for 15 months from the onset date of the Incident Excess: Class 1 and class 2 - £155 (90 days to 15 years), Class 1 and Class 2 – £175 (16-20 Years) or as stated on the Certificate of Insurance. Age Limit: 90 days to 20 years. Scale C does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
C (Horses 21-25 Years)	<p>Pays 75% of Veterinary Fees after the excess has been deducted up to maximum of £1,250 for all Incidents in the Policy Period. The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £175 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 21 years to 25 years. Scale C does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
D	<p>Pays 100% of the Veterinary Fees after the excess has been deducted, up to a maximum of £3,000 per Incident. The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £275 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 90 days to 15 years. Scale D does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
E	<p>Pays 100% of the Veterinary Fees, after the excess has been deducted, up to a maximum of £3,000 per Incident. The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £155 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 90 days to 15 years. Scale E does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
F	<p>Pays 100% of the Veterinary Fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £5,000 per Incident for all conditions except Colic Surgery • up to a maximum of £7,500 per Incident for Colic Surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance. <p>The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £155 or as stated on the Certificate of Insurance. The excess applies to each Incident. Age Limit: 90 days to 15 years.</p>
G (Horses 16 – 20 Years Only)	<p>Pays 100% of Veterinary Fees after the excess has been deducted, up to a maximum of £3,500 per Incident. Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment - up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance. <p>The Insured Horse is covered for 15 months from the onset date of the Incident. Excess: Class 1 and class 2 - £175 (16 years to 17 years) or as stated on the Certificate of Insurance Excess: Class 1A and class 2 - £175 (18 years to 20 years) or as stated on the Certificate of Insurance</p>

	The excess applies to each Incident .
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The tables below show the different types of veterinary fee cover for Competition Horse Insurance and B&W Equine Plan Policyholders.

Class 1A, 1B & 2 Veterinary fee coverage options or as detailed on the Certificate.

COMPETITION HORSE AND B&W EQUINE PLAN VETERINARY FEES

Bronze	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of Veterinary Fees, or • 100% of Veterinary Fees for Colic Surgery, <p>after the excess has been deducted, up to a maximum of £5,000 per Incident.</p> <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £155 (or as stated on the Certificate) + 15% of Veterinary Fees up to a maximum of £500, including excess.</p> <p>The excess applies to each Incident.</p> <p>Bronze cover does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
Silver	<p>Pays 100% of Veterinary Fees after the excess has been deducted, up to a maximum of £3,500 per Incident.</p> <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment - up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £155 (90 days to 15 years) or as stated on the Certificate</p> <p>Excess: Class 1A, class 1B and class 2 - £175 (16 years to 17 years) or as stated on the Certificate</p> <p>Excess: Class 1A, class 1B and class 2 - £175 (18 years to 20 years) or as stated on the Certificate</p> <p>The excess applies to each Incident.</p>
Gold	<p>Pays 100% of the Veterinary Fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £5,000 per Incident for all conditions except Colic Surgery • up to a maximum of £7,500 per Incident for Colic Surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £155 (or as stated on the Certificate). The excess applies to each Incident.</p>
Platinum	<p>Pays 100% of the Veterinary Fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £5,000 per Incident for all conditions except Colic Surgery • up to a maximum of £7,500 per Incident for Colic Surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £350. The excess applies to each Incident.</p>

Class 3 Veterinary Fee Options or as detailed on the Certificate

COMPETITION HORSE AND B&W EQUINE PLAN VETERINARY FEES

Bronze	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of the Veterinary Fees, or
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	<ul style="list-style-type: none"> • 100% of Veterinary Fees for Colic Surgery, after the excess has been deducted, up to a maximum of £5,000 per Incident. <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: £155 (or as stated on the Certificate) + 15% of Veterinary Fees up to a maximum of £750, including excess.</p> <p>The excess applies to each Incident.</p> <p>Bronze cover does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
Silver	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of the Veterinary Fees, or • 100% of Veterinary Fees for Colic Surgery, after the excess has been deducted, up to a maximum of £3,500 per Incident. <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: £155 (or as stated in the Certificate) + 15% of Veterinary Fees up to a maximum of £750, including excess.</p> <p>The excess applies to each Incident.</p>
Gold	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of the Veterinary Fees, or • 100% of Veterinary Fees for Colic Surgery, after the excess has been deducted, <ul style="list-style-type: none"> • up to a maximum of £5,000 per Incident for all conditions except Colic Surgery • up to a maximum of £7,500 per Incident for Colic Surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: £155 (or as stated on the Certificate) + 15% of Veterinary Fees up to a maximum of £750, including excess.</p> <p>The excess applies to each Incident.</p>
Platinum	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of the Veterinary Fees, or • 100% of Veterinary Fees for Colic Surgery, after the excess has been deducted, <ul style="list-style-type: none"> • up to a maximum of £5,000 per Incident for all conditions except Colic Surgery • up to a maximum of £7,500 per Incident for Colic Surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary Treatment – up to £500 during the Period of Insurance, • Hospitalisation costs - up to £250 during the Period of Insurance, and <p>The Insured Horse is covered for 15 months from the onset date of the Incident.</p> <p>Excess: £350 + 15% of Veterinary Fees up to a maximum of £750, including excess.</p> <p>The excess applies to each Incident.</p>

EXCLUSIONS applicable to Veterinary Fee claims

This section does not coverage:

1. **Veterinary Fees** incurred in connection with preventative or routine treatments or procedures including, but not limited to:
 - inoculations or vaccinations;
 - dentistry; or
 - spaying or castration.

2. **Veterinary Fees** incurred in connection with:
 - hereditary or congenital complaints; or
 - behavioural problems; or
 - wolf teeth.
3. Any costs incurred as a result of **Euthanasia**, a post-mortem examination, **Carcass Disposal** or cremation. **Carcass Disposal** is covered as a separate benefit.
4. Care/management fees, livery expenses and transportation costs.
5. Veterinary costs arising out of illness or disease within the first 45 days of the start of the policy, or 45 days from the date of the **Insured Horse** being added to the policy unless this period is reduced in accordance with the Coverage Restrictions (AEIO) section.
6. Veterinary costs for conditions not advised during the **Period of Insurance**.
7. Veterinary costs following the expiry of the **Extension Period**
8. **Complementary Treatment** or **Hospitalisation** costs unless expressly included on the **Certificate**.
9. Thermography, unless carried out by a Veterinary Surgeon.
10. Costs incurred for preparing veterinary reports or claim forms.
11. The cost of buying or hiring equipment or machinery including, but not limited to, rugs, face masks, steamers, nebulizers, boots.

EQUINE GASTRIC ULCER SYNDROME

CONDITIONS applicable to Veterinary Fee claims for Equine Gastric Ulcer Syndrome

1. A claim for Equine Gastric Ulcer Syndrome will only be paid when the **Insured Horse** is exhibiting clinical symptoms of Equine Gastric Ulcer Syndrome.
2. If the **Insured Horse** is exhibiting symptoms of Equine Gastric Ulcer Syndrome the **Insurer** will pay for 2 weeks treatment using Omeprazole as part of an investigation to ascertain whether the **Insured Horse** is suffering from Equine Gastric Ulcer Syndrome. Further claims will not be paid unless a gastroscopic examination confirms the **Insured Horse** is in fact suffering with gastric ulceration.

EXCLUSIONS applicable to Veterinary Fee claims for Equine Gastric Ulcer Syndrome

1. The cost of treatment for Equine Gastric Ulcer Syndrome, unless diagnosed by gastroscopy (other than as detailed in Veterinary Fee Condition 2) and the **Insured Horse** must be reassessed by gastroscopic examination at three month intervals for the claim to continue. If, at any reassessment, the ulceration is found to have resolved, the coverage for treatment will cease.
2. The cost of treatment for Equine Gastric Ulcer Syndrome if diagnosed as Grade 1 or Grade 2 severity.

4. HARNESSSES, TACK AND SADDLERY

DEFINITIONS applicable to this section:

Tack and Saddlery: Saddles, leathers, irons, bridles, harnesses and other riding tack and restricted specifically to those items normally attached to the **Insured Horse** whilst being used for the activities shown on the **Certificate**.

The **Insurer** will pay the **Policyholder** the **Market Value** at the time of loss, not exceeding the **Sum Insured** stated on the **Certificate**, for all risks of physical loss or damage, including theft, but excluding fair wear and tear, occurring during the **Period of Insurance** for Tack and Saddlery belonging to the **Policyholder**.

Proof of purchase (receipts and invoices) will be required in the event of a claim.

CONDITIONS for loss by theft of Harness, Tack and Saddlery

1. The **Policyholder** must take precautions (see Exclusion 7) to ensure the safety of the property, and take precautions to prevent loss, injury or damage.
2. Any loss by theft must be reported to, and recorded by, the police and a written report obtained.

3. There must have been no thefts or attempted thefts of any of the **Policyholder's** property from the current address during the twelve months prior to the start of the policy.
4. No liability arises under this section for the loss of Tack or Saddlery until 30 days after the **Incident** is reported to KBIS and then only in the event that the stolen items have not been recovered during that period.
5. The **Policyholder** must immediately report any theft or disappearance to KBIS and local police and strictly follow their recommendations.
6. The **Insurer** will not pay more than the **Market Value** of the Tack and Saddlery at the time of the loss, not exceeding the **Sum Insured** stated on the **Certificate**.
7. In the event of any payment under this section, the **Insurer** reserves the right to take title and possession of the Tack or Saddlery if it is subsequently recovered.
8. **If the Sum Insured stated on the Certificate is:**
 - a. **£7,500 or more,**

or

 - b. **if more than 10 horses are kept at the premises**

the room/container in which the Tack or Saddlery is kept must be kept locked at all times and an alarm system must be installed and operational at all times when the stables are unattended.

EXCLUSIONS applicable to Harness, Tack and Saddlery claims

This section does not cover:

1. The first £100 of each and every claim.
2. Any clothing or personal effects.
3. Rugs.
4. Loss or damage caused by moth, vermin, wear and tear, gradual deterioration or atmospheric conditions.
5. Damage to, or deterioration of, any item of Tack and Saddlery caused by the actual process of dyeing, cleaning, repair or renovation.
6. Loss or damage resulting from Riding School use, except when the **Policyholder** is the pupil.
7. **Theft, other than from:**
 - a. **a totally enclosed and secure building, the door(s) of which are secured by deadlocks and the windows securely locked.**
 - b. **large metal containers, which cannot be removed and are deadlocked or secured with a closed shackle padlock**
8. Any theft, where there is no violent and forcible entry to the building.
9. Theft from any Riding School or commercial premises with more than 10 horses, unless the Tack and Saddlery is privately owned and stored in an alarmed tack room.
10. Theft from a motor vehicle, except when there has been violent and forcible entry to the vehicle. This coverage is limited to the United Kingdom, the Channel Islands and the Isle of Man.
11. Damage to Saddle Trees unless the damage occurred as a result of an accident and includes visible external damage to the saddle.

5. HORSE TRAILERS/HORSE-DRAWN VEHICLES

This section covers the horse trailer(s) or horse-drawn vehicle(s) shown on the **Certificate**, against physical loss or damage, which occurs during the **Period of Insurance**, up to, but not exceeding the **Sum Insured** stated on the **Certificate**.

This policy does not cover any loss or damage which is insured by any other insurance policy, except in respect of any Policy Excess which the **Policyholder** has paid under the other insurance policy.

CONDITIONS for loss by theft of Horse Trailers/Horse-drawn Vehicles

1. The **Policyholder** must take precautions (see Condition 2) to ensure the safety of the property, and take precautions to prevent loss, injury or damage.

2. **The horse trailer or horse-drawn vehicle must be immobilised with a hitch lock and/or wheel clamp when not in use, unless the horse trailer or horse-drawn vehicle is in a totally enclosed and secure building, with all windows securely locked and all doors locked with deadlocks.**
3. There must have been no thefts or attempted thefts of any of the **Policyholder's** property from the current address during the twelve months prior to the start of the policy.
4. No liability arises under this section for the loss of the horse trailer or horse-drawn vehicle by theft or unlawful removal until 30 days after the **Incident** is reported to KBIS and then only in the event that the horse trailer or horse-drawn vehicle has not been recovered during that period.
5. The **Policyholder** must immediately report any theft or disappearance to KBIS and local police and strictly follow their recommendations.
6. In the event of a loss under this policy the **Insurer** will not pay more than the **Market Value** of the horse trailer or horse-drawn vehicle at the time of the loss, not exceeding the **Sum Insured** stated on the **Certificate**.
7. In the event of any payment under this section, the **Insurer** reserves the right to take title and possession of the horse trailer or horse-drawn vehicle if it is subsequently recovered.

EXCLUSIONS applicable to Horse Trailers/Horse-Drawn Vehicle claims

This section does not cover:

1. Wear and tear, rust, gradual deterioration and damage caused by any process of cleaning, repair or renovations.
2. Mechanical or electrical breakdown or derangement.
3. Damage to tyres by the application of brakes, road punctures, cuts, bursts, a malicious act, theft or any conversion.
4. The first £100 of the **Sum Insured**.
5. Accidental damage in respect of horse drawn vehicles occurring during competitions, trials and cross country events and any training for these events.
6. Legal Liability to third parties.
7. Damage or loss of any security equipment e.g. wheel clamps.

6. PERSONAL ACCIDENT INSURANCE

DEFINITIONS applicable to this section:

Bodily Injury:	An injury which: <ol style="list-style-type: none"> (a) Is sustained by the person during the Period of Insurance, (b) Is caused by an Accident, and (c) Is independent of any other cause, other than illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, and which occasions death, loss of limb, sight or hearing or disability of the person within twelve calendar months from the date of the Accident.
Accident:	Exposure resulting from a mishap involving an Insured Horse which the person is handling, riding, mounting or dismounting.
Permanent Total Disability:	Disability which entirely prevents the person from attending to any business or occupation of any and every kind and which lasts twelve calendar months and at the expiry of that period being beyond hope of any improvement.
Loss of Limb:	Loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg.

If, during the **Period of Insurance** a person handling, riding, driving, mounting or dismounting the **Insured Horse** with the **Policyholder's** express permission sustains any **Bodily Injury**, the **Insurer** will pay the person or to the person's Executors or Administrators, according to the Benefit Scale, providing:

1. Compensation is not payable, in respect of the consequences of one Accident, to any one person:
 - (a) Under more than one of the items of the Benefits Scale, and
 - (b) Until the total amount has been ascertained and agreed.

2. The total sum payable under this section in respect of any one or more Accidents to any one person will not exceed, during the **Period of Insurance**, the largest sum under any one of the items contained in the Benefits Scale or added to this section by endorsement.
3. If an Accident involves the death of a person within one year following the date of the Accident and prior to the definite settlement of the compensation for disability, there will be paid, instead of the compensation provided for disablement under the Benefits Scale, the compensation provided in the event of death.

BENEFIT SCALE	Scale 1	Scale 2
Death (from the age of 5 years old up to the 16 th birthday)	£5,000	£10,000
Death (from date of 16 th birthday to 75 years old, or as approved by the Insurer)	£10,000	£20,000
Loss of Limb	£10,000	£20,000
Loss of sight in one or both eyes	£10,000	£20,000
Deafness in both ears	£10,000	£20,000
Permanent Total Disablement	£10,000	£20,000
Dental work	£1,000	£2,000
The maximum is in respect of any one Accident, with an excess of £100 per claim.		

CONDITIONS for Personal Accident

1. The amount payable for any head or neck injury will be reduced by 20% in the event of an Accident where current BSI/European approved headgear is not worn.
2. If the consequences of an Accident are aggravated by any physical disability or condition, which existed before the Accident occurred, the amount of any compensation payable under this section, will be the amount which it is reasonably considered would have been payable if it had not been aggravated.
3. KBIS must be notified as soon as possible of any Accident to any person which causes or may cause disablement. The person must as early as possible place themselves under the care of a duly qualified medical practitioner.
4. KBIS must be notified as soon as possible in the event of the death of a person resulting from, or alleged to result from, an Accident.

In no case will the Insurer be liable to pay compensation to the person or their representatives, unless the medical advisers appointed by the Insurer, are allowed, as often as necessary, to examine the person.

EXCLUSIONS applicable to Personal Accident claims

This policy does not cover:

1. Any person engaged in, or taking part in:
 - (a) Naval, military or air force service or operations,
 - (b) Horse riding activities anywhere outside territorial limits,
 - (c) Riding in any kind of race which is run under Jockey Club Rules, with the exception of events under IFAHR rules or racing under Pony Club rules.
2. Suicide, attempted suicide or intentional self-injury or any person who is in the state of insanity.
3. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the person's own criminal act.
4. Any person under the influence of alcohol or drugs.
5. Any person under 5 years old or over 75 years of age.

7. LEGAL LIABILITY TO THIRD PARTIES

This section covers the **Policyholder** against legal liability for claims made against the **Policyholder**, involving the **Insured Horse**, up to the maximum amount stated on the **Certificate**, for:

- (a) Accidental bodily injury or disease (fatal or non-fatal) to persons other than the rider of the **Insured Horse** (The rider of the **Insured Horse** is deemed to be the **Policyholder**), and
- (b) Accidental loss or damage to material property,

Caused by, through or arising in connection with the **Insured Horse**, where such injury, disease, loss or damage occurs during the **Period of Insurance**. In addition the **Insurer** will pay any costs and expenses incurred with their prior written consent.

In this section the **Policyholder** is any person who has the **Insured Horse** in their custody or control, with the permission of the person(s) named on the **Certificate** of Insurance.

CONDITIONS for Legal Liability to Third Parties

1. The **Policyholder** must not admit any liability or agree to settle, without the written consent of the **Insurer**, any claim made against them. The **Insurer** will be entitled to take over and conduct in the name of the **Policyholder**, the defence of any such claim and to prosecute in the **Policyholder's** name for the **Insurer's** benefit. The **Insurer** will have full discretion in any conduct of any negotiations and proceeding and in the settlement of any claim against the **Policyholder** or against any third party.
2. The **Policyholder** must send any documents relating to a possible claim to the **Insurer** on receipt and must not reply to any of these documents.
3. This policy does not cover any loss or damage which, at the time of the occurrence, was covered by any other insurance policy except in respect of any Policy Excess which the **Policyholder** has paid under the other insurance policy.

EXCLUSIONS applicable to Legal Liability to Third Party claims

This policy does not cover:

1. The first £250 of each and every claim in respect of property damage.
2. Bodily injury sustained by any person arising out of, and in the course of, their employment by the **Policyholder** under a contract of service or apprenticeship.
3. Loss or damage to property owned by, or in the care, custody or control of, the **Policyholder** or members of the **Policyholder's** family or household.
4. Liability arising under any contract which would not have attached in the absence of such contract.
5. Liability arising in any way from carrying on a trade, business or profession.
6. Liability for damage to fences or growing crops when the **Insured Horse** is being ridden.
7. Liability directly or indirectly arising through, or in connection with, the use, ownership or possession by, or on behalf of the **Policyholder**, of any mechanically propelled vehicle, aircraft, ship, vessel or craft.
8. Liability attaching to Livery stables, riding schools, equestrian centres or any other business that have care, custody or control (whether legal or de facto), of the **Insured Horse**.
9. Injury to members of the **Policyholder's** family or household.
10. Liability arising from the rider taking legal action against the **Insured Horse's** owner for bodily injury or property damage.

IMPORTANT INFORMATION

1. The **Policyholder** can cover the **Insured Horse** from the age of:
 - 24 hours for Death, Theft & Straying,
 - 90 days for **Veterinary Fees**, and
 - 3 years for Permanent Loss of Use.
2. The maximum age of any **Insured Horse** is 30 years, unless otherwise agreed.
3. All policies may be subject to additional conditions or exclusions made by the **Insurer**, if applicable; these will be added to the **Certificate**.
4. The **Policyholder** may be invited to renew the policy each year but the **Insurer** is not obliged to do so.

YOUR RIGHT TO CANCEL

In the event of a claim the full annual premium must be paid and no return premium will be given if the policy is cancelled. In all other cases:

1. If the **Policyholder** decides not to continue with the policy in the first 14 days, a full refund will be provided.
2. If there are restrictions on the policy which cannot be mutually resolved, the **Policyholder** can cancel the policy within 14 days of being advised of the restrictions, but not exceeding 30 days from the start of the policy, with no charge.
3. After the time stated in 1. and 2. the **Policyholder** must contact KBIS on 01635 247474 or 0345 230 2323 to advise of cancellation and the **Policyholder** will receive a refund of any premium already paid which relates to the period after cancellation, after deduction of a £10 administration charge.

HOW KBIS WILL USE YOUR DATA

Please be aware that telephone calls may be monitored and recorded.

- Your details will be stored on the KBIS computer system in order to administer your policy but this information will not be kept any longer than is necessary.
- KBIS will share your details with the **Insurer** in order to administer your policy but this information will not be kept longer than is necessary.
- KBIS can only discuss your personal details with you. If you would like anyone else to act on your behalf please let KBIS know.
- KBIS may use your details to support the development of their business by including them in customer surveys.
- KBIS may share your details with other insurance companies, directly or through a number of databases. This allows them to check the information you give and also help prevent fraud.
- KBIS may pass your information to selected third party advisors or suppliers for the purpose of administering your claim.
- Under the Data Protection Act the **Policyholder** is entitled to a copy of all the information KBIS hold about them and KBIS are entitled to ask the **Policyholder** to pay for this.

LANGUAGE AND LAW APPLICABLE TO THE POLICY

- Unless there is an agreement between the two parties to this contract to use a particular law, English law will apply.
- Unless otherwise agreed, the language of the policy and all communications relating to it will be in English.

HOW DO I CLAIM?

The **Policyholder** must complete a claim form for the **Incident** in question. The **Policyholder** can notify KBIS of a claim and obtain a claim form by calling 01635 247474 or emailing ask@kbis.co.uk. This policy does not cover any charges the **Veterinary Surgeon** makes for completing the claim form.

HOW DO I MAKE A COMPLAINT?

INITIATING YOUR COMPLAINT

Sales Complaints

If the complaint relates to the way your insurance policy was sold to you, then please contact - KBIS Ltd, Cullimore House, Peasmore, Newbury, Berkshire RG20 7JN United Kingdom. Tel: 01635 247474 or email ask@kbis.co.uk.

Non-Sales Complaints

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

You should first contact KBIS, the **Certificate** of Insurance shows all ways you can contact KBIS. KBIS will confirm to you the receipt of your complaint within five working days and will do their best to resolve the problem within four weeks. We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage but if you are not satisfied, you can take the issue further.

FINANCIAL OMBUDSMAN SERVICE

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service. You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with our final response, or if we have not issued our final response within eight weeks from you first raising the complaint. You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Using this complaints procedure will not affect your legal rights.

Please note that you have six months from the date of the final response in which to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Please quote your policy number in any communication.

FINANCIAL SERVICES COMPENSATION SCHEME

If QIC Europe Limited is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

STATUS DISCLOSURE

Leisure Horse Insurance, Competition Horse Insurance and the B&W Equine Plan is sold and administered by KBIS Ltd, (registered in England, No. 2208091).

Registered office: Cullimore House, Peasmore, Newbury, Berkshire, RG20 7JN.

The policy **Insurer** is QIC Europe Limited (registered in Malta, No C67694).

Registered office: The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St. Julian's, STJ1062, Malta

KBIS Ltd is authorised and regulated by the Financial Conduct Authority (Financial Services Register No 300861). QIC Europe Limited is authorised by the Financial Conduct Authority and authorized and regulated by the Malta Financial Services Authority (Financial Services Register No. 659521).