

Sport Horse Equine Policy

Effected through



The insurance contract

In return for payment of the premium shown in the **certificate**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this contract of insurance, for the death of an insured **horse** caused by any accident, injury, illness or disease happening during the **period of insurance**.

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Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Claiming race	means any claiming, selling, auction, combination or other type of race in which the ownership interest of the horse can change.
Certificate of Death Report	Means the examination of the horse after its death and the preparation of a written report, which does not require a full post-mortem examination, made by a veterinary surgeon establishing the identity, the cause of death or the reason for the humane destruction of the horse .
Certificate	the document showing your name, horse insured and the sums insured , and the period of insurance .
Cyber Incident	means <ol style="list-style-type: none">the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident; and/ora computer virus or computer-related hoax.
Horse	means any horse or horses specified in the certificate , which includes any whole or part financial interest, to the extent of that interest.
Humane destruction	means that the horse suffers an injury or is afflicted with an excessively painful disease, and a veterinary surgeon appointed by us shall first have given a written certificate that the suffering of the horse is incurable and so excessive that immediate destruction is imperative for humane reasons; or that the horse suffers an injury and a veterinary surgeon appointed by you shall first have given a written certificate that the suffering of the horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by us .
Fair market value	means the price at which ownership of the horse would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the horse.
Endorsement	a change in the terms and conditions of this insurance agreed by you and us . Endorsements which apply to your insurance (if any) will be shown in the certificate and detailed at the end of this document.
Medication	means any drug, hormone, vitamin, protein or other substance for use on the horse under the direction of a veterinary surgeon , other than unadulterated food or drink.
Period of insurance	means the time for which this insurance is in place as shown in the certificate .
Post-mortem	means a detailed dissection and autopsy examination of the horse

after its death and preparation of a written report made by a **veterinary surgeon** establishing the identity, the cause of death or the reason for the **humane destruction** of the **horse**.

Terrorism	Means an act, including using or threatening to use force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Veterinary surgeon	means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
We/us/our	means Markel International Insurance Company and XL Insurance Company (UK) Limited
You / your / insured	the partnership, corporation, organisation or person(s) specified in the certificate including their family, representatives, agents, employees, bailees or other persons having care, custody or control of the horse .
Your broker	the insurance broker or intermediary who arranged this insurance on your behalf.

Important Information

This document, the **certificate** and any related **endorsement** form **your** insurance documentation.

This insurance documentation sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the information contained in the **certificate** is accurate. See “Information you have given us” section on page 4; and
- comply with all **your** duties and obligations under the insurance, including the important conditions below, and the action **you** must take in the event of a claim on page 8.

Failure to comply with the above could adversely affect **your** insurance and any claim **you** make

Important conditions

1. At the commencement of this insurance, with the exception only of those matters relating to the **horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **us**, the **horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This shall also apply in respect of changes to the policy, for example:

- a) any additional sums insured on the **horse**; and/or
- b) any **horse** added to this insurance; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the insurance cover, this condition must also be satisfied as at the date of such change.

2. **Our** acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **your** proposal for insurance or any extension of or addition to coverage on the **horse** neither removes nor reduces the requirement of full compliance with the condition in 1. above. However, if **we** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **us** to prove that the **horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **horse** under this insurance .
3. **You** must at all times provide proper care and attention for the **horse** and do all things possible to avoid or minimise any loss covered under this insurance.
4. In the event of any illness, disease, lameness, injury, accident or physical disability suffered by the **horse**, **you** must as soon as practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.
5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer’s conditions of sale up to a maximum of ten (10) days following the day of the auction.

6. The **horse** must remain within the Geographical Limits stated in the **certificate** during the whole **period of insurance**.
7. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more premium for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section on Page 5.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more premium for **your** insurance.

Notifying us of any changes

You must notify **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional premium or **us** amending the terms of your insurance.

Changes in fair market value

You should review the **sum insured** as shown in the **certificate** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

You must notify **your broker** as soon as practicable of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, claiming races, or castration.

If at any time during the **period of this insurance** the horse is:

1. entered or raced in any **claiming race** in which **your** interest in the **horse** could have been claimed or sold at a price that is less than the sum insured specified in the **certificate**, then the sum insured shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
2. entered but not sold in a public or private auction and the sum insured for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the sum insured specified in the **certificate** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
3. entered in a public or private auction and the terms of the contract are not satisfied and/or the sale is not completed, then the sum insured specified in the **certificate** shall automatically be reduced to either the:
 - a) **fair market value** at the time of the auction taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale; or
 - b) the amount stated in the **certificate**,whichever is the lesser.

In the event that the sum insured specified in the **certificate** is reduced under one of the above conditions, **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **certificate**.

Cancelling this insurance

You can cancel this insurance at any time by notifying **your broker**.

We can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** decide within the cooling off period that this policy does not meet **your** requirements, **you** may cancel this policy and, provided **you** have not made a claim, receive a full refund of the premium paid.

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been

covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

Any additional premium due to **us** during the **period of insurance** (including those within the cooling off period) for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse**, whether by settlement, compromise or otherwise, no return of premium will be allowed.

Cancellation of the insurance by **us** does not affect the treatment of any claim arising under the insurance in the period before cancellation.

Death of the insured horse

What is covered

We will pay **you** in the event of the death of the **horse** or its **humane destruction** caused by any accident, injury, illness or disease, the **fair market value** of the **horse** up to the sum insured stated in the **certificate**, provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. for annual policies only, within ninety (90) days after expiry of such **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such accident, injury, illness or disease. (See “Things you must do” in the “How to make a claim” section on page 8).

What is not covered

We will not pay for:

1. intentional slaughter of the **horse** directly attributable to an outbreak or suspected outbreak of a disease, which results in a government or public or local authority requiring destruction of the **horse** to halt the spread of the disease.
2. intentional slaughter of the **horse**.

However, we will pay:

- a) where **we** have expressly agreed to the destruction of the **horse**; or
 - b) in the case of **humane destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
 - c) where the **horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time and later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. death or **humane destruction** 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 to save the **horse's** life; or
 - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him/her) 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 insurance**.
 - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**; or
 - d) failure by **you** to provide proper care and attention for the **horse** at all times.
 - e) use of the **horse** for a purpose other than that stated in the **certificate**.
 4. death or **humane destruction** 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, whether war be declared or not, hostilities or any act of war or civil war; or
 - d) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system; or
 - e) **Terrorism**; or
 - f) the use of any chemical, biological, bio-chemical or electromagnetic weapon; or
 - g) Avian Influenza or any mutant variation; or
 - h) any **Cyber Incident**.
5. any costs relating to a **certificate of death report** (see “Things you must do” in the “How to make a claim” section below).

How to make a claim

Things you must do

In the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to a **horse**, **you** must as soon as practicable at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

In the event of the death or **humane destruction** of a horse **you** must:

1. as soon as practicable, and at your own expense, arrange for a **veterinary surgeon** to produce a **certificate of death report** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary).

We may require a full **post-mortem** examination to be performed on the **horse**. However, the cost of the **post-mortem** will be met by **us**.

In the event that the attending **veterinary surgeon** is not able to categorically determine the cause of death a full **post-mortem**, or a **post-mortem** of the region of interest will always be required.

2. as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.
3. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as practicable.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim.

You must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as practicable upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**, if required by **us** or **our** representatives; and
- b) providing as soon as practicable upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
- c) otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **we** or **our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **us**, **your** claim may be rendered null and void or **we** may reduce the amount **we** pay to the extent of that prejudice.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

Disputed fair market value

Where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. There will be a sole person selected by **you** from a list, provided by **us**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
2. Within twenty eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value, each then having a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the **horse**.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty one (21) days of the determination the amount decided by the appointed person up to, but not exceeding, the sum insured stated in the **certificate**.
5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process below.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**.
7. Should **you** accept the determination of the appointed person, **we** will deduct **your** share of the appointed person's fee from your claim payment.

Fraudulent claims

1. If **you** make a fraudulent claim under this insurance, **we**:
 - a) are not liable to pay the claim; and
 - b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c) may by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.

2. If **we** exercise **our** right under clause 1. c) above:
 - a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **we** need not return any of the premiums paid.

How to make a complaint

Our aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations.

If you need to make a complaint, in the first instance, you should contact us either in writing to:

The Complaints Officer,
Cullimore House,
Peasemore,
Newbury,
Berkshire, RG20 7JN
or by telephone on 01635 247474 or by email at ask@kbis.co.uk.

Where a complaint arises we will, wherever possible, endeavour to resolve the matter by no later than the close of business the third working day following receipt. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint promptly, to reassure you that we will be dealing with the issue as a matter of urgency, giving you the details of who will be handling the matter in our office, and details of the service of the Financial Ombudsman Service, where this applies.
- 2) In the event that your complaint relates to activities or services provided by another party, we will advise you of this in writing giving the reasons for our decision, and ensure that your complaint is promptly forwarded to the appropriate party, in writing.
- 3) We will aim to make a final response to you as soon as is practicable, and keep you reasonably informed as to progress. We anticipate that we will be able to provide a substantive response to most complaints within eight weeks.
- 4) By the end of eight weeks from receipt of your complaint, we will issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you will have a period of Six months in which you can refer the matter to the Financial Ombudsman Service (FOS), whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses, or material inconvenience you may have suffered. If we do not

feel that your complaint is justified, we will advise you of the reasons for our decision and we will also advise how you may pursue the complaint if you remain dissatisfied.

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the Complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 (normally free for land line users)
Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service - this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

The effect of other insurance

If at the time of death or humane destruction of the horse you have any other insurance in force in respect of the horse (whether or not such insurance is valid or collectable) then we will not pay any claim unless we have agreed to endorse the other insurance to this insurance.

If we have agreed to endorse any other insurance to this insurance, then we will only be liable under this insurance for our proportion of the fair market value in the same ratio as the sum insured on this insurance bears to the total amount of all insurance coverage on the horse for death or humane destruction (whether valid or collectable or not) up to, but not exceeding, the sum insured as shown in the certificate.

Our rights

We may take any action we consider necessary to enforce your rights or our rights under this insurance. If we make any payment under this insurance we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense.

You must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies. **You** must do nothing to jeopardise or extinguish any rights against a third party or parties, and **you** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties until the amount of **our** payment under this insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **you** for the uninsured loss, if any.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as practicable be paid and/or delivered to **us** following receipt.

Data Protection

We are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** data to various insurance participants such as intermediaries, insurers and reinsurers. If **you** would like to know how **we** deal with any data **you** may have provided **us**, please contact your Agent or Broker who will provide **you** with **our** contact details.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Choice of law and jurisdiction

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Any term in this contract which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

Rights of third parties

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

ADDITIONAL COVERAGE: THEFT

What is covered

Subject to all of the terms and conditions of this insurance and the additional important conditions below, following:

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, we will pay **you** the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **certificate**.

What is not covered

We will not pay for any loss directly or indirectly:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **certificate**.

Additional important conditions

If **you** breach any of the following important conditions this may render **your** claim null and void or reduce the amount payable or we can treat this insurance as though it had never existed in respect of such **horse**.

- a) Prior to the commencement date of this insurance there must have been no theft or attempted theft of **your** equine property, or threat against **you** or **your** equine property whether insured, insured elsewhere or uninsured.
- b) We will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period.
- c) **You** must as soon as practicable report the theft of the **horse** to **us** and to the local Police and follow their recommendations.
- d) If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this insurance, in its entirety and with respect to all **horses** stated in the **certificate**, will become null and void.
- e) In the event of any payment under this additional coverage, we reserve the right to take title and possession of the **horse** if it is subsequently recovered.

EQUINE ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

What is covered

Subject to all the terms and conditions of the insurance to which this Endorsement relates and subject to the additional important condition below, if during the **period of insurance** a **horse** in the opinion of **your** and **our veterinary surgeons** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **certificate**, and such incapacity justifies the destruction of the **horse** for economic reasons, this insurance is extended to pay up to, but not exceeding 75% (Seventy Five per cent) of whichever is the lower of the **Fair Market Value** or the sum insured specified in the **certificate** in respect of such **horse**.

What is not covered

We will not make any payment for any loss:

- a) as a result of blemishing;
- b) due to inability of the **horse** to breed;
- c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- d) as a result of lack of ability or suitability or behavioural problems.

Additional important condition

The permanent incapacity referred to above must result from an accident, injury, illness or disease first occurring and first manifesting itself during the **period of insurance**, and **you** must as soon as practicable, and in any event before the expiration of this insurance, provide **us** with written notice of the accident, injury, illness or disease.

How we deal with your claim

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this insurance, claims shall be considered under this Endorsement providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of such occurrence and manifestation.

2. Following notification in accordance with the important additional condition above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**. This may include having the horse assessed from a riders perspective at an agreed professional yard to determine the significance of the condition.

3. In the event of a disagreement between **your** and **our veterinary surgeons** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** shall be shared equally between **you** and **us**.

4. **We** have the right to take undisputed ownership of the **horse** and all papers pertaining to it. In the event of **us** not electing to take ownership of the **horse**, a certificate of destruction is required to be attached to the Claim Form and Release before **we** will agree to make any payment.

5. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use then **we** will pay 65% (sixty five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.

6. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for breeding purposes only and in retirement from any competition use then **we** will pay 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**, less the residual value of the **horse**. The residual value is negotiable but is subject to a minimum of 10% of the sum insured.

EQUINE ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE (due to Accidental, External & Violent injury only) EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

What is covered

Subject to all the terms and conditions of the insurance to which this Endorsement relates and subject to the additional important condition below, if during the **period of insurance** a **horse** in the opinion of **your** and **our veterinary surgeons** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **certificate**, and such incapacity justifies the destruction of the **horse** for economic reasons, this insurance is extended to pay up to, but not exceeding 75% (Seventy Five per cent) of whichever is the lower of the **Fair Market Value** or the sum insured specified in the **certificate** in respect of such **horse**.

What is not covered

We will not make any payment for any loss:

- a) as a result of blemishing;
- b) due to inability of the **horse** to breed;
- c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- d) as a result of lack of ability or suitability or behavioural problems;
- e) that is not as a direct result of an accidental, external and violent injury which causes a visible external wound;

Additional important condition

The permanent incapacity referred to above must result from an accident, injury, illness or disease first occurring and first manifesting itself during the **period of insurance**, and **you** must as soon as practicable, and in any event before the expiration of this insurance, provide **us** with written notice of the accident, injury, illness or disease.

How we deal with your claim

1. Following notification in accordance with the important additional condition above, in the event that the accident, injury, illness or disease has not resulted in a permanent total

incapacity until after the expiry date of this insurance, claims shall be considered under this Endorsement providing the permanent total incapacity as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of such occurrence and manifestation.

2. Following notification in accordance with the important additional condition above, **we** will have the option of removing the **horse** for examination and/or treatment by **our** appointed **veterinary surgeon**. This may include having the horse assessed from a riders perspective at an agreed professional yard to determine the significance of the condition.
3. In the event of a disagreement between **your** and **our veterinary surgeons** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** shall be shared equally between **you** and **us**.
4. **We** have the right to take undisputed ownership of the **horse** and all papers pertaining to it. In the event of **us** not electing to take ownership of the **horse**, a certificate of destruction is required to be attached to the Claim Form and Release before **we** will agree to make any payment.
5. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for personal pleasure purposes only and in retirement from any competition use then **we** will pay 65% (sixty five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**. Before **we** make any payment, **you** must at **your** own expense have the **horse** marked in accordance with **our** requirements and provide **us** with a copy of an appropriate certification that the marking has been carried out.
6. If, in the event of a claim accepted by **us**, **you** elect to keep the **horse** for breeding purposes only and in retirement from any competition use then **we** will pay 75% (seventy five per cent) of whichever is the lower of the **fair market value** or the sum insured specified in the **certificate** in respect of the **horse**, less the residual value of the **horse**. The residual value is negotiable but is subject to a minimum of 10% of the sum insured.

EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

What is covered

Subject to all the terms and conditions of the insurance to which this Extension relates, and if you renew this insurance with **us**, **we** will pay you in the event of the death of the **horse** or its **humane destruction** caused by any accident, injury, illness or disease, the **fair market value** of the **horse** up to the sum insured stated in the **certificate**, provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and death occurs, for annual policies only, within twelve (12) months after expiry of such **period of insurance** provided that **you** have notified your **broker** during the **period of insurance** of such accident, injury, illness or disease.

Additional important conditions

The sum insured as shown in the **certificate** shall, ninety (90) days after expiry of the **period of insurance**, be reduced as follows:

- 25% if a 14 year old,
- 33% if a 15 year old,
- 40% if a 16 year old,
- 50% if a 17 year old and 100% if an 18 year old or over.

TACK AND SADDLERY EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

Tack and Saddlery means those items belonging to **you** which are normally attached to the **horse** whilst being used for the activities as defined in the **certificate**, such as saddles, leathers, irons, bridles, harnesses, and other riding tack.

Totally enclosed and secure building means a building or metal container secured to the ground, the doors of which are locked by a deadlock (e.g. Chubb or mortice) and the windows of which are also securely locked.

Excess means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim shall be payable.

What is covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and in consideration of the additional premium paid, this insurance is extended to reimburse **you**, following physical loss, theft or damage to **Tack and Saddlery** occurring during the **period of insurance**.

We will pay **you** based on the actual value of the covered items as at the time of loss, up to but not exceeding the amount specified for this extension in the **certificate**, and after the application of the fixed £100 **excess**, in total during the **period of insurance**. A separate £100 **excess** is applied for each separate incident occurring during the **period of insurance**.

For the purpose of this Extension only, **you** must, within 60 (sixty) days of the event, provide **us** with:

- a) a completed claim form describing the damage or disappearance; and
- b) in the event of theft a police report; and
- c) proof of purchase and proof of actual value at the time of loss, including copies of all invoices, receipts or other information which would assist **us** in dealing with **your** claim.

What is not covered

This Extension does not cover:

1. Loss or damage caused by wear and tear or gradual deterioration.
2. Any clothing or personal effects.
3. Rugs.
4. Loss or damage caused by moth, vermin or atmospheric conditions.
5. Loss or damage caused by dyeing, cleaning, repair or renovation.
6. Loss or damage caused by use at a riding school, unless if occurring while **you** are a pupil.
7. Theft from a riding school or commercial premises with more than 10 horses, unless privately owned and stored in an alarmed tack room.
8. Theft, unless from a **totally enclosed and secure building** which involves violent and forcible entry.
9. Theft from a motor vehicle which does not involve violent and forcible entry to the vehicle.

WOBLER SYNDROME EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

Wobbler Syndrome means the horse is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels Definition

Grade 0 means the **horse** is neurologically normal.

Grade 1 means the **horse** has neurological defects barely detectable at normal gaits but is exacerbated by excitatory tests.

Grade 2 means the horse has neurological defects readily seen at walk.

Grade 3 means the **horse** has neurologically worse defects and may stumble or fall with manipulation.

Grade 4 means the **horse** may fall at normal gaits.

Grade 5 means the **horse** is recumbent.

What is covered

Subject to all of the terms and conditions of the insurance to which this Endorsement relates and subject to the additional important conditions below, it is agreed that this insurance is extended to provide cover in the event of the **horse** being diagnosed during the **period of the Insurance** as suffering from the condition known as **wobbler syndrome** of a minimum level of Grade 3, which is deemed to be chronic and progressive in nature.

This insurance is also extended to cover death or humane destruction directly caused by a surgical operation conducted by a **veterinary surgeon** to treat or correct the **wobbler syndrome**.

This cover is limited to the **fair market value** of the **horse**, but shall not exceed the sum insured specified in the **certificate**.

What is not covered

This Endorsement does not provide cover for any loss arising from Equine Protozoal Myelitis.

This Endorsement does not provide cover for any loss arising from wobbler syndrome and that is deemed to be at a level of grade 2 or less as defined above.

Additional important conditions

a) **You** must comply with all of the terms and conditions of the insurance to which this Endorsement relates.

b) **You** must as soon as practicable notify **your broker** in accordance with the “How to make a claim” section of the insurance to which this Endorsement relates, in the event of any indication of the **horse** suffering with **wobbler syndrome**.

If **you** fail to comply with the additional important conditions above, and those in the insurance to which this Endorsement relates, **your** claim may not be paid, or **your** insurance could become invalid.

How we deal with your claim

Following notification in accordance with additional important condition b) above, you must provide us with an up to date negative test for Equine Protozoal Myelitis; and

Provide us with a veterinary report containing radiographic and/or myelographic evidence, where deemed necessary, confirming **wobbler syndrome** and that this is deemed by **your veterinary surgeon** to be chronic in nature and progressive and of a minimum level of grade 3 as defined above.

In the event of any uncertainty or dispute as to whether the **wobbler syndrome** is chronic in nature and progressive and of a minimum level of grade 3, if **you** and **we** agree, the uncertainty or dispute can be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you** and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel is binding on **us**, but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.

In the event of a claim **we** have the right to take undisputed ownership of the **horse**. Failure or inability to deliver undisputed ownership of the **horse** live to **us** as salvage will void this Endorsement and **we** will not pay any related claim.

VETERINARY FEE COSTS EXTENSION ENDORSEMENT

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

Alternative Treatment means any of various systems of healing or treating an illness or disease which falls outside the realms of conventional veterinary medicine including but not limited to: Physiotherapy, Ultra sound, Faradism, Infra-red, Magneto pulse, Laser treatment, Back manipulation, Corrective farriery, Osteopathy, Chiropractor, Nutraceutical, Alternative medicine, Herbalist, Homeopathy, Acupuncture.

Excess means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim shall be payable, the amount of the excess is defined in the table below dependant on which scale of vet fees has been purchased

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, **we** 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.

In the event of a disagreement between **your** and **our veterinary surgeons**, **you** and **we** may agree to refer the matter to an independent **veterinary surgeon** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinary surgeon** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinary surgeon** shall be shared equally between **you** and **us**.

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.

What is covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and in consideration of:

- a) an additional premium per **horse** as indicated in the **certificate** of insurance and based on the scale of vet fees purchased, and
- b) **our** acceptance of the veterinary certificate(s) / declaration(s) of health for each **horse** to which this Extension applies,

this insurance is extended to reimburse **you**, in addition to the sum insured stated in the **certificate**, for the reasonable and customary fees incurred following the diagnosis by a **veterinary surgeon** of a condition affecting the **horse** first occurring and first manifesting itself and reported during the **period of insurance**.

Up to but not exceeding the amount stated in the table below dependant on which scale of vet fees has been purchased per **horse** and indicated in the **certificate** of insurance, after the application of the fixed **excess**, in total during the **period of insurance**. A separate **excess** is applied for each separate **incident** occurring during the **period of insurance**.

For the purpose of this Extension only, **you** must, within 60 (sixty) days after the veterinary treatment, provide **us** with:

- a) a report, signed by the **veterinary surgeon**, describing the nature of the **horse's** condition and the treatment performed; and
- b) a completed claim form; and
- c) copies of all invoices in respect of which the claim is made.

What is not covered

This Extension does not cover:

1. a) Veterinary treatment unless performed by a **veterinary surgeon**.
- b) Livery, husbandry and rehabilitation costs (such as the use of a horse walker or spa).
- c) Transport of the **horse**.
- d) Euthanasia of the **horse**, **Post Mortem** or **autopsy** fees or costs relating to the disposal of the carcass.
- e) The proportion of bills for hospitalisation following surgery or treatment which relates to livery.
- f) Non-medical charges including but not limited to post and packaging, completion of claim(s) form(s) and reports.

- g) Behavioural problems unless established and certified by your **veterinary surgeon** to have been caused by the direct result of an accident, or an illness or disease contracted during the **period of Insurance**.
 - h) Any treatment normally associated with the maintenance of a healthy **horse**.
 - i) Dentistry unless caused by an injury occurring during the **period of insurance**
 - j) Routine costs for pregnancy and/or foaling, except for complications arising out of pregnancy or foaling.
 - k) Castration, unless post-surgical complications arise.
 - l) Any elective or voluntary medical treatment, including but not limited to castration, Caslicks surgery, EIPH or Laryngeal Hemiplaga or any related or subsequently related treatment; cosmetic surgery or any related or subsequently related treatment; any preventative, elective, performance enhancing or voluntary medical treatment.
 - m) Any congenital birth defect including but not limited to umbilical or scrotal hernia, undescended testicles, cryptorchidism, contracted tendons, club foot, etc., whether or not evident at the start of the **period of insurance**.
2. Any claim arising out of an illness or a disease contracted within 14 (fourteen) days of the start of the **period of insurance**, or within 14 (fourteen) days of the date of the **horse** being added to the Insurance to which this Extension attaches.
 3. Any claim arising out of an illness or a disease contracted before the start of the **period of insurance**, or before the date of the **horse** being added to the Insurance to which this Extension attaches.
 4. Any costs incurred more than 12 months after the injury or onset of the illness.
 5. Any claim not advised to **us** within the **period of insurance**
 6. Fees for **alternative treatment**, unless authorised by **us** after recommendation by a **veterinary surgeon** to treat a covered condition.

Vet fee cost limits and excess table

SCALE A	Pays 100% of vet fees, after the fixed excess per incident of GBP350. Limited to GBP 5,000 per incident and in total during the period of insurance .
SCALE B	Pays 100% of vets fees, after the fixed excess per incident of GBP350 Limited to GBP10,000 per incident and in total during the period of insurance .
SCALE C	Pays 100% of vets fees, after the fixed excess per incident of GBP500 Limited to GBP 5,000 per incident and in total during the period of insurance .
SCALE D	Pays 100% of vets fees, after the fixed excess per incident of GBP500 Limited to GBP10,000 per incident and in total during the period of insurance .