

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 cover 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:

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 cover provided.
Insured Horse:	The horse(s) stated on the Certificate.
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:	The dates stated in 'The Period to be Insured from' and 'To' sections on the Certificate.
Policyholder:	The person named on the Certificate.
Insurer:	QIC Europe Limited

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 in 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 steps to prevent illness, injury or death. If there is a dispute about what constitutes 'reasonable steps', 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 the Policyholder must immediately at their own expense (this may be covered by the policy dependant on the level of cover) employ a qualified Veterinary Surgeon 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 and autopsy examination to be made by a qualified Veterinary Surgeon. Failure to do so may mean that the Insurer will not pay a claim.
 - (d) Any incident, accident, injury or illness, which may later lead to a claim, must be advised to KBIS as soon as possible 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 (a) or (b), the Insurer has the right to cancel the policy or refuse a claim.

5. If, at the time of the Insured Horse's death the Policyholder has any duplicate insurance 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 the excess the Policyholder has paid for the other insurance policy.

6. If a claim is paid by the Insurer and a third party may be liable, the Insurer may seek to recover 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.
7. KBIS or the Insurer have the right to cancel this policy at any time if:
 - (a) it is found that the Policyholder has been dishonest or fraudulent in 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, cover will cease and no further claims will be paid.
8. The Insured Horse must be wormed, or assessed for worms by egg-count and treated in the event of a positive result, in accordance with veterinary guidelines
9. The Insured Horse must be vaccinated against tetanus and equine influenza and the Policyholder must take proper precautions to protect against infectious and contagious disease (for example by isolation of infected animals). If there is a dispute about what constitutes 'proper precautions', the matter will be referred to an independent Veterinary Surgeon, to be mutually agreed on.
10. The Policyholder must make sure 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 someone or damaging their 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. Any 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.**
12. The sum insured, stated on the Certificate, must not exceed the Insured Horse's Market Value at all times. You will need to supply a Justification of Value in the event your horse is insured for more than the amount the Insurer thinks is the Market Value. The Insurer will only accept the following documents as satisfactory justifications of value:
 - (a) Affiliated Competition Record
 - (b) Third Party Published Competition Results
 - (c) Purchase receiptIn 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 will not accept a Justification of Value from any other source, such as your riding instructor, a sales or dealing yard.
13. Regardless of the claims history, at renewal the Insurer has the right to amend the Terms and Conditions. This includes:
 - (a) Imposing terms such as the application of excesses,
 - (b) Increasing the premium,
 - (c) Excluding cover,
 - (d) Amending the Terms and Conditions, and
 - (e) Changing the payment type.The Insurer also has the right to not invite renewal. If this is the case the Policyholder will be notified in writing of any such action.
14. If the policy is paid for by Direct Debit 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 decide not to renew 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.
15. 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. Any charges relating to the preparation of veterinary reports or claim forms are not covered by this insurance.
16. If the policy is limited to Accidental, External Injury Only (AEIO) on the Certificate or holding cover letter, the Insurer will only pay in the event of the Insured Horse being injured during the Period of Insurance as a result of an accidental, external and

violent injury with a clearly visible external wound or abrasion. **The Mortality, Permanent Loss of Use & Veterinary Fee sections of the policy can all be limited in this way but the Certificate, temporary cover letter or endorsement will detail the exact limitations.**

17. **The start of a new policy** - The BASIC (All risks of Mortality and Theft), Permanent Loss of Use and Veterinary Fees cover is limited to claims arising from Accidental External Injuries only (as defined in the relevant sections of the Terms and Conditions) plus Colic Surgery in the first 30 days of a policy. This limitation is modified on the following basis (subject to required documentation being received by KBIS before the start of your policy):
- a) The limited period is reduced from 30 days to 0 days if the Horse(s) is a new purchase and has passed a 2 or 5 stage veterinary certificate (including the provision of any x-rays as required by the Insurer) and has been insured within 7 days of purchase.
 - b) The limited period is reduced from 30 days to 14 days if the Horse(s) is insured within 7 days of purchase and standard documentary requirements are adhered to – these are shown on the Quote letter and Temporary Cover Certificate.
 - c) The limited period is reduced from 30 days to 0 days if the horse is currently insured and the requested cover is identical to the expiring insurance policy. This is also subject to a completed proposal form, a full clinical history from all vets who have attended the horse and a copy of the full renewal documentation.
 - d) The limited period is not reduced for loaned or gift horses or for horses taken on from a charity.
- In all cases, the required documents stated above constitute the minimum documentary requirements and you may have to supply additional documentation. You will be advised on the Quote letter and Temporary Cover Certificate of any additional documentary requirements.
- 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 cover, with an effective date the same as the policy start date.
18. If a policy is cancelled, or not renewed, the extension periods shown within the BASIC (All risks of Mortality and Theft), Permanent Loss of Use and Veterinary Fee sections of the policy will also stop. This means that the Insurer will no longer pay claims.

GENERAL POLICY EXCLUSIONS

1. This policy does not cover euthanasia whether by, or under, the order of any government, public or local authority, or any person or body having jurisdiction in the matter, unless:
 - (a) The Insurer has expressly agreed to the destruction of Insured Horse,
 - (b) The Insured Horse suffers an injury or is afflicted with an excessively painful disease and a qualified Veterinary Surgeon appointed by the Insurer confirms that the suffering of the Insured Horse is incurable and so excessive that immediate destruction is required for humane reasons,
 - (c) The Insured Horse suffers an injury and a qualified Veterinary Surgeon appointed by the Policyholder confirms that the suffering of the Insured Horse is incurable and so excessive that immediate destruction is required for humane reasons and there is no time to wait for the appointment of a Veterinary Surgeon by the Insurer, or
 - (d) The Insured Horse is destroyed due to a surgical operation, carried out by a qualified Veterinary Surgeon, who confirms the surgery was necessary to treat an accident, disease or illness and was carried out in an attempt to preserve the Insured Horse's life.

Provided that in all cases (a) (b) (c) or (d) the Insurer are given the opportunity of having a post-mortem examination carried out by their Veterinary Surgeon.
2. This policy does not cover death directly or indirectly caused by, happening through or in consequence of:
 - (a) Any surgical operation, other than surgery covered under General Policy Exclusions 1(d), unless the Policyholder has cover under Section 3 – Veterinary Fees.
 - (b) The administration of any medication, unless by a qualified Veterinary Surgeon (or experienced personnel directed by the Veterinary Surgeon) and confirmed by the Veterinary Surgeon to have been of a prophylactic nature or required to treat an injury, disease or illness. In these Terms and Conditions, 'medication' includes any drug, hormone, vitamin, protein or other substance, other than food or drink.
 - (c) Poison.
 - (d) Malicious or wilful injury caused by any of the Policyholder's family, household or employees or another person who has care, custody or control of the Insured Horse.

(e) Ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or any radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

3. This policy does not cover death directly or indirectly caused by, happening through or in consequence of:

- (a) Confiscation, nationalisation or requisition by, or under, the order of any government, public or local authority, or any person or body having, or claiming, jurisdiction in the matter, or
- (b) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots, strikes or civil commotions.

In any claim and in any action, suit or proceeding to enforce a claim for death under this policy, it is the Policyholder's responsibility to prove that the death does not fall within 3(a) or (b).

4. This policy does not cover death directly or indirectly caused by castration or spaying unless advised to KBIS before the operation is carried out, unless advised otherwise. The insurer reserves the right to charge an additional premium to provide cover under the BASIC (All risks of mortality) section of this policy for this procedure.

GEOGRAPHICAL LIMITS

The policy provides cover:

- In the United Kingdom, the Channel Islands and Isle of Man, and
- While temporarily in Europe for the purpose of competition, including transportation to, from and whilst in Europe, but not exceeding 90 days at any one time.

USE AND CLASS OF COVER

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*. <i>* These activities are only covered in the 'Basic Cover' sections.</i>

1. BASIC COVER

ALL RISKS OF MORTALITY

DEFINITIONS applicable in this section:

Post-Mortem Examination: 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 the reason for the humane destruction.

Carcass disposal: The cost of carcass disposal.

The Insurer will pay the Market Value of the Insured Horse, not exceeding the sum insured stated on the Certificate, following death or euthanasia (by a Veterinary Surgeon) as a result of an accident occurring, or an illness or disease manifesting itself, during the Period of Insurance. The Policyholder must notify KBIS of any claim in accordance with Condition 4 of the General Policy Conditions.

MORTALITY COVER FOR ACCIDENTAL, EXTERNAL INJURY ONLY

If the mortality cover is limited to accidental, external injury only on the Certificate, this section only covers the Insured Horse for death as a direct result of an accidental, external injury only, involving an open wound, (excluding strains of tendons and ligaments) which is sustained during the Period of Insurance and is advised to the Insurer in accordance with Condition 4 of the General Policy Conditions.

12-MONTH EXTENSION CLAUSE FOR MORTALITY COVER

The extension period referred to in these Terms and Conditions will be continued until the accident, illness or disease suffered by the Insured Horse is no longer life-threatening. In any case the maximum extension period will be no more than 12 months from the date of the accident, or onset of the illness or disease. The extension period is subject to the Terms and Conditions and exclusions of the policy.

CARCASS DISPOSAL

The Insurer will pay up to £200 for carcass disposal incurred by the Policyholder.

CONDITIONS FOR THE DESTRUCTION OF A HORSE WITH INSURANCE COVER FOR ALL RISKS OF MORTALITY

These apply to the euthanasia (i.e. destruction on humane grounds) of the Insured Horse if the cover includes All Risks of Mortality. These conditions are derived from the British Equine Veterinary Association's guidelines for destruction of a horse with Insurance cover, which your Veterinary Surgeon should follow when making a decision about the possibility of humane destruction. This cover is not designed to offer payment in the event of permanent loss of use or economic slaughter.

1. When is a horse considered to meet the requirements to satisfy a claim under mortality insurance?

- (a) When the Insured Horse sustains an injury or manifests an illness or disease, during the Period of Insurance, which is so severe that immediate destruction is required to relieve incurable and excessive pain and where no other options of treatment are available at that time.
- (b) Where the Insured Horse is exhibiting signs of severe and unremitting pain that can no longer be managed and no other options of treatment are available, it is the Veterinary Surgeon's responsibility to destroy the Insured Horse immediately.

In all other cases (that is where the Insured Horse can be provided with effective pain relief) the Insurer must be contacted to give their prior agreement or to allow a second opinion to be given by their consulting Veterinary Surgeon. In this situation and subject to the Insurer's agreement, a claim will be **considered** when the Insured Horse is:

- unable to recover from the injury or disease; and
- when given suitable convalescence;
- will not be capable of being retired to a small paddock environment, a small paddock being defined as an area not exceeding 30 meters in length or width.

2. Arbitration clause

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, who will share the cost of the arbitration equally.

3. Following destruction

Unless otherwise agreed by the Insurer, a Post-Mortem Examination will be required and the Insured Horse's carcass must be retained until the Insurer confirms that it can be disposed of.

If a diagnosis has been made and the Insurer's Veterinary Surgeon agrees it meets the criteria for mortality insurance, a Post-Mortem Examination will not be required, unless specifically requested. In instances where the Insurer does not ask for a Post-Mortem Examination, the attending Veterinary Surgeon must positively identify the carcass as that of the Insured Horse.

4. Responsibilities

The Veterinary Surgeon's responsibility is to the Insured Horse, regardless of whether or not it is insured for All Risks of Mortality (i.e. death and destruction on humane grounds). It is the owner's responsibility to ensure that the Terms and Conditions of this policy are adhered to.

Guidance relating to claims under the All Risks of Mortality Section

The policyholder and attending Veterinary Surgeon should recognise that their decision to destroy an Insured Horse may not result in the Insurer paying a claim. Unless immediate destruction is required the Policyholder must contact KBIS to discuss their plans, otherwise the Insurer's position may be prejudiced which could result in the claim not being paid. The Insurer will not confirm acceptance of a claim under the BASIC (All Risks of Mortality) section unless full details of the claim, including the Insured Horse's clinical history have been received and assessed.

In addition to the above guidance, the Policyholder should bear in mind that the policy contains Terms and Conditions which may mean the claim is unsuccessful. For example, the Insurer will not pay a claim for any accident, illness or disease where clinical signs first manifested before the policy started.

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 found 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 and 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 cover.
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 cover 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 Insured Horse at the time of the loss, but this will not exceed 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 cover 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.

ADDITIONAL EXPENSES

1. 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.
2. 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.
3. 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 section is only included in cover if it is shown on the Certificate.

2(a) PERMANENT LOSS OF USE

(COMPETITION HORSE INSURANCE AND B&W EQUINE PLAN ONLY)

Loss of Use insurance does not provide cover for loss of value, lack of ability, lack of suitability, or behavioural problems.

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 stated in the Certificate and detailed in the proposal form, 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.

2(b) PERMANENT LOSS OF USE DUE TO ACCIDENTAL, EXTERNAL INJURY ONLY

(COMPETITION HORSE INSURANCE AND B&W EQUINE PLAN ONLY)

Loss of Use insurance does not provide cover for loss of value, lack of ability, lack of suitability, or behavioural problems.

In the event of the Insured Horse having an incident during the Period of Insurance which results in an accidental, external injury only (where the Insured Horse has a visible 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 stated in the Certificate and detailed in the proposal form, the Insurer's will pay the percentage of the Insured Horse's Market Value, not exceeding the percentage of the sum insured as stated on the Certificate.

CONDITIONS for 2(a) Permanent Loss of Use and 2(b) Permanent Loss of Use due to accidental, external & violent injury only

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 euthanased.
4. Any medical condition referred to must be advised to the Insurer in accordance with Condition 4 of the General Policy Conditions.
5. Any disagreement between the Policyholder's and Insurer's vets over the incapacity of 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 by both the Insurer and the Policyholder, who will share the cost of the arbitration equally.
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 12 months from date the injury happened or onset date of the illness.

The extension period is subject to the Terms and Conditions and exclusions of the policy. Please note section 2(b) covers accidental, external and violent injury 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 Permanent Loss of Use claims

This section does not cover:

1. Any claim as a result of blemishing.
2. Any claim due to the Insured Horse's inability to breed.
3. Any claim 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. Permanent loss of use does not provide cover for loss of value, lack of ability or suitability and behavioural problems.
5. Section 2(b) specifically excludes tendon and ligament strains.

3. VETERINARY FEES

DEFINITIONS applicable to this section:

Complementary Treatment:	The following treatments are considered to be Complementary Treatment for the purpose of this policy: Physiotherapy, Ultra sound, Faradism, Infra-red, Magento pulse, Laser treatment, Back manipulation, Corrective farriery, Osteopathy, Chiropractor, Nutraceutical, Alternative medicine, Herbalist, Homeopathy, Acupuncture, Remedial Exercise. If the cover 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.
Extension Period:	The amount of time you may make claims for from the onset of the 'incident' as defined on the Certificate.
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, if required to save the mare's life.
Hospitalisation costs:	Stabling and livery charges whilst undergoing treatment and residing at a veterinary hospital.
Colic Surgery:	Invasive surgery including a general anaesthetic involving any of the following: stomach, small intestine, cecum, colon or small colon.
Incident:	<p>A claimable incident under this policy is not judged on each diagnosed condition but is considered to be an onset of symptoms; the Proximate cause*. If a horse presents with a symptom or set of symptoms, any diagnoses which arise out of that investigation, or subsequent related investigations, are considered to be one claimable incident under the policy.</p> <p>*Proximate cause: The first event in the chain of events that gives rise to a claim.</p> <p><u>Example</u></p> <p>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.</p>
Post-Mortem Examination:	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 the reason for the humane destruction.

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 the Insurer within the Period of Insurance, in accordance with Condition 4 of the General Policy Conditions. Claims are subject to a detailed account from the attending Veterinary Surgeon, showing details of the consultation, drugs and mileage.

ACCIDENTAL, EXTERNAL INJURY ONLY COVER

If the Veterinary Fees are limited to accidental, external injury only on the Certificate, 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 has an incident which results

in accidental, external injury (where the Insured Horse has a visible external wound) excluding strains of tendons and ligaments, during the Period of Insurance that requires veterinary treatment.

The accident must have been advised to the Insurer within the Period of Insurance, in accordance with Condition 4 of the General Policy Conditions. Claims are subject to a detailed account from the attending Veterinary Surgeon, showing details of the consultation, drugs and mileage.

EXCLUSIONS applicable to Veterinary Fee claims

This section does not cover:

1. Veterinary fees incurred in connection with preventative or routine treatments or procedures, such as:
 - 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
4. Care/management fees, livery expenses and transportation costs.
5. Veterinary costs arising out of illness or disease within the first 30 days of the start of the policy, or 30 days from the date of the Insured Horse being added to the policy unless reduced as per Condition 17 of the General Conditions.
6. Veterinary costs for conditions not advised during the Period of Insurance.
7. Veterinary costs following the expiry of the Extension Period as noted on the Certificate.
8. Complementary Treatment or Hospitalisation costs unless extended on the Certificate.
9. Thermography, unless carried out by a veterinarian.
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.

The cost of treatment for gastric ulcers, unless diagnosed by gastroscopy. Once diagnosed, the cost of gastric ulcer treatment is covered, but must be reassessed by gastroscopist at three month intervals. If, at any reassessment, the ulceration is found to have resolved, the cover for treatment will cease.

The table below shows the different types of veterinary fee cover 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. The Insured Horse is covered for 12 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 cover for Complementary Treatment or Hospitalisation costs.
B	Pays 100% of veterinary fees for: <ul style="list-style-type: none"> • Accidental External & Violent Injuries • Colic Surgery after the excess has been deducted, up to a maximum of £3,000 per Incident. The Insured Horse is covered for 12 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 cover for Complementary Treatment or Hospitalisation costs.

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.</p> <p>The Insured Horse is covered for 12 months from the onset date of the Incident</p> <p>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.</p> <p>Age Limit: 90 days to 20 years.</p> <p>Scale C does not include cover 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.</p> <p>The Insured Horse is covered for 12 months from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £175 or as stated on the Certificate of Insurance. The excess applies to each Incident.</p> <p>Age Limit: 21 years to 25 years.</p> <p>Scale C does not include cover 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.</p> <p>The Insured Horse is covered for 12 months from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £275 or as stated on the Certificate of Insurance. The excess applies to each Incident.</p> <p>Age Limit: 90 days to 15 years.</p> <p>Scale D does not include cover 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.</p> <p>The Insured Horse is covered for 12 months from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £155 or as stated on the Certificate of Insurance. The excess applies to each Incident.</p> <p>Age Limit: 90 days to 15 years.</p> <p>Scale E does not include cover 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 cover 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 12 months from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £155 or as stated on the Certificate of Insurance. The excess applies to each Incident.</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.</p> <p>Includes cover 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 12 months from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £175 (16 years to 17 years) or as stated on the Certificate of Insurance</p> <p>Excess: Class 1A and class 2 - £175 (18 years to 20 years) or as stated on the Certificate of Insurance</p> <p>The excess applies to each Incident.</p>

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 cover 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><i>Bronze cover does not include cover for Complementary Treatment or Hospitalisation costs.</i></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 cover 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 cover 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 cover 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 • 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: £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><i>Bronze cover does not include cover for Complementary Treatment or Hospitalisation costs.</i></p>
Silver	<p>Pays:</p> <ul style="list-style-type: none"> • 85% of the veterinary fees, or • 100% of veterinary fees for Colic Surgery, <p>after the excess has been deducted, up to a maximum of £3,500 per Incident.</p> <p>Includes cover 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, <p>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 cover 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, <p>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 cover 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>

4. HARNESSES, 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 the Insurer and then only in the event that the goods have not been recovered during that period.
5. The Policyholder must immediately report any theft or disappearance to the Insurer 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.

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 totally enclosed and secure building, the doors of which must be locked by deadlocks and the windows must be securely locked. Tack and Saddlery stolen from large metal containers, which cannot be removed and are deadlocked or secured with a closed shackle padlock, is covered. If the total sum insured is above £7,500, the room in which the Tack is kept must be alarmed.**
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 alarmed tack room.
10. Theft from a motor vehicle, except when there has been violent and forcible entry to the vehicle.
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 another policy, except in respect of any excess which the Policyholder had to pay for 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 the Insurer and then only in the event that the item has not been recovered during that period.
5. The Policyholder must immediately report any theft or disappearance to the Insurer 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 of any nature.
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: (a) is sustained by the person during the Period of Insurance, (b) is caused by an Accident, and (c) Independent of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions, death or disablement 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 Disablement:	Disablement 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 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 disablement, 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)	£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 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. The Insurer 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. The Insurer 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 A.R.A.B rules or racing under Pony Club or Point-to-Point 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 persons 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 happening, was covered by any other insurance policy except in respect of any excess which the Policyholder had to pay 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. Livery stables, riding schools and equestrian centres.
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.

IMPORTANT INFORMATION

1. The Policyholder can cover the Insured Horse from the age of:
 - 24 hours for All Risks of Mortality,
 - 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 special 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. The policies are annual contracts and the Terms and Conditions, premiums and excesses may change each year.

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 cover. 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 re-arrange cover because you did not tell an Insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

**FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH
NO COVER AND A CLAIM NOT PAID**

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, with a £5 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 to administer your policy but 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 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

- The Policyholder is free to choose the law to apply to this insurance contract. The Insurer is also free to choose the law to apply. Unless there is an agreement between these two parties 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?

STEP ONE – 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, Peasemore, 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 by contacting 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.

If KBIS cannot satisfy your complaint please write to Cranbrook Underwriting Limited, 148 Leadenhall Street, London, EC3V 4QT or call 0203 713 2103. Cranbrook Underwriting Limited for and on behalf of QIC Europe Limited is committed to provide you with the highest level of service however if you are not satisfied with their services please refer the matter to QIC Europe Limited's complaints officer by writing to QIC Europe Limited, No. 7, 4th Floor, Block C, 179 Marina Street, Pieta, PTA 9042, Malta or by calling 00356 21227278 or by sending an email to Andrew.Ross@QIC.com.qa.

Your complaints will be acknowledged by the Complaints Officer and a response will be sent to you within a maximum time period of ten working days.

In the event that your complaint remains unresolved, you may also write to the Consumer Complaints Manager at the Malta Financial Services Authority. Their address is Malta Financial Services Authority, Notabile Road, BKR3000, Attard, Malta. Alternatively you can call 00356 2144 1155 or send a fax to 00356 2144 1188.

This will not prejudice any rights you may have at law including any right to institute legal proceedings. Nothing herein shall prejudice or restrict any rights of recourse or complaint which may exist to an Ombudsman or another Regulator or other mechanism for addressing customer complaints.

STEP TWO – 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, Peasemore, Newbury, Berkshire, RG20 7JN.

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

Registered office: No 7, 4th Floor, Block C, 179 Marina Street, Pieta PTA 9042, Malta

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