

# General Information about your Policy

Some words and phrases in **your policy** are highlighted in bold print. Where these words or phrases appear in **bold** they shall only have the specific meaning given in the Definitions section.

This policy is part of **your** insurance contract together with **your policy** schedule and any email confirmation, and these should be read as one document.

## Statement of demands and needs

This product is intended to fulfil the requirements of individuals who wish to insure the specific risks faced by horse owners, including coverage against financial loss from the demise of the horse, or loss of use of the horse, and/or veterinary fee charges for care of the horse.

This statement does not form part of the Terms & Conditions of **your policy**.

## Your duty to give information

When applying for, amending or renewing **your** insurance **policy**, **we** will ask **you** a number of questions designed to enable **us** to assess **your horse** prior to agreeing to provide insurance coverage for **you**. It is **your** duty to ensure that **you** answer all of **our** questions honestly and reasonably.

The questions **we** will ask **you** are designed to enable **us** to obtain a comprehensive picture of the nature of the risk to be insured; only by asking such questions, and receiving answers which are given honestly and with reasonable care, are **we** in a position to offer terms which are designed to meet **your** demands and needs.

If **you** do not provide some or all of the documentation or information that **we** request as part of the assessment of the proposed risk until after the date **your policy** starts, **we** reserve the right to apply additional exclusions to **your policy**, or amend **your** coverage. Any such exclusions or amendments applied will have an effective date the same as the start date of **your policy**.

The reason why **you** must honestly and correctly respond to **our** questions is that if **you** fail to tell **us** some information **we** ask for, or if **you** answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, **your policy** may be cancelled or suspended and leave **you** with no insurance protection, or **we** may not pay all or a part of **your** claim.

If it is found that **you** did not tell **us** everything when asked, **you** may find it difficult to arrange other insurance coverage because **you** will be legally obligated to disclose **your** misrepresentation(s) and/or non-disclosure when **you** apply for insurance with another company.

# KBIS Ltd Horse Insurance Terms & Conditions

The Terms & Conditions outlined below form part of **your policy** and, along with the **certificate**, gives the full details of the coverage provided by **your policy**.

If **you** make a claim under this insurance **policy**, **we**, the Insurer, will pay any sums due in respect of **your** claim within a reasonable time. A reasonable time includes allowing **us** time to investigate and assess the claim, the period for which may vary according to the complexity of **your** claim.

## Definitions applying to all sections of Your Policy:

Any word or phrase appearing in this section will have the same meaning wherever it appears in **bold** print anywhere in **your policy**.

### **Accidental External Injury Only (AEIO):**

Insurance coverage which is restricted to an unforeseen event resulting in damage occurring unintentionally from an external cause, with a clearly visible external wound or abrasion forming part of the injury. Section 1 – Death, Theft & Straying, Section 2 – Permanent Loss of Use and/or Section 3 – Veterinary Fees sections of **your policy** may, if indicated on the **certificate**, all be limited to **Accidental External Injury Only**.

**Certificate:** The printed document titled either 'Competition Horse Insurance', 'Leisure Horse Insurance' or 'B&W Equine Plan Insurance' showing **your** name, the details of **your horse**, the limits of the **sums insured** and any of the optional insurance coverage options **you** have selected.

**Colic Surgery:** Invasive treatment involving the cutting open of the abdomen and removing or repairing the damaged part, carried out by a veterinary surgeon in an equine hospital under general anaesthesia to correct disorders of, or involving any of, the following: stomach, small intestine, cecum, colon or small colon.

### **Complementary Therapy:**

Only the following treatments are considered to be **complementary therapy** for the purposes of **your policy**: Physiotherapy, Ultrasound Therapy, Faradism, Infra-red Therapy, Pulsed Electromagnetic Field Therapy (PEMFT), Class IV Laser Therapy\*, Back manipulation, Corrective farriery, Osteopathy, Chiropractic, Nutraceuticals, Alternative Medicine, Herbalism, Homeopathy, Acupuncture, Mesotherapy, and / or Remedial Exercise.

If **your policy** is extended to include any of these therapies, coverage is only provided for specific conditions diagnosed by a **veterinary surgeon** and certified by them as requiring **complementary therapy**. Any **complementary therapy** must be carried out by a **complementary therapist**, or by a **veterinary surgeon**.

\* *Only Class IV Laser Therapy carried out by a **veterinary surgeon** is covered under Section 3 – Veterinary Fees of this policy.*

### **Complementary Therapist:**

A **complementary therapist** is a fully-qualified practitioner of a recognised **complementary therapy** who is accredited by and has a current registration with the relevant professional body for their particular specialism.

It is **your** responsibility to ensure that any **complementary therapist** has satisfactory Professional Indemnity or Malpractice Insurance *before* they treat **your horse** (coverage at least equal to the insured value of **your horse** will be deemed satisfactory).

### **Diagnostic Imaging:**

The techniques and/or processes for creating visual representations of the interior of the **horse's** body for clinical analysis and veterinary intervention, including, but not limited to: radiography, ultrasonography, Magnetic Resonance Imaging (MRI), Computed Tomography (CT), videoendoscopy, or scintigraphy.

**Disposal:** The collection of the **horse's** remains by an approved transporter for removal to an approved disposal premises.

**Euthanasia:** The procedure of intentionally and humanely ending the **horse's** life on the recommendation of a **veterinary surgeon**.

**Excess:** The contribution **you** make towards any claim against **your** insurance policy.

**Extension Period:**

The period during which **your** claim is covered, which begins at the date of onset or occurrence of the **incident** which initiated the **claim**, and ends no later than 450 days (approximately 15 months) after this date of onset or occurrence. The **extension period** is subject to the terms and conditions and exclusions of **your policy**.

**Equine Gastric Ulcer Syndrome / Equine Gastric Glandular Disease:**

**Equine gastric ulcer syndrome** or **Equine Gastric Glandular Disease** refers to the disease complex and symptoms that are associated with erosive and ulcerative lesions of the non-glandular (squamous) and/or glandular mucosa of the oesophagus, stomach or duodenum.

**Foaling Risk:** If the **horse** is a mare, **foaling risk** is defined as an **incident** arising during the process of giving birth to a foal that is life-threatening to the **horse**. **Foaling risk** coverage under **your** policy is limited to uterine tears, ruptures of the uterine artery, uterine prolapses and/or caesarean section (C-section), if required to save the **horse's** life.

**Horse:** The **horse/pony/donkey/jennet/ass** named or otherwise identified on the **certificate**.

**Hospitalisation:**

The period during which the **horse** is admitted to a veterinary hospital for specified diagnostic procedure(s) or treatment(s) that a **veterinary surgeon** certifies can only be satisfactorily completed on an in-patient basis.

**Incident:** A claimable incident under this policy is not judged on each separately diagnosed condition but is considered to be an onset of symptoms. 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 together to be one claimable incident under the policy.

**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.

**Market Value:** The price at which ownership of the **horse** would change between a willing seller and a willing buyer, with neither party being under a compulsion to buy or sell, and both having reasonable knowledge of the relevant facts.

**Medication:** Any veterinary medicine prescribed by a **veterinary surgeon** for treatment of your **horse** for a particular **incident**. Any veterinary medicine administered to the **horse** must be listed in the "Current Authorised Products" category of the Product Information Database administered by DEFRA: <http://www.vmd.defra.gov.uk/ProductInformationDatabase/> as a recognised treatment for the condition for which **you** are claiming.

**Period of Insurance:**

Means the time between the dates shown on **your certificate**, during which **your policy** affords **you** the insurance coverage as laid out herein and on the **certificate**.

**Policy:** The documents, including this document, the **certificate**, the Terms & Conditions, the Key Facts and Terms of Business documents, which, taken together, comprise **your** contract of insurance.

**Post Mortem:** An examination carried out by a **veterinary surgeon** following the death of the **horse**, including but not limited to: establishing the identity of the **horse** (verified against the **horse's** passport or microchip records), and;

identifying the cause of death or confirming the reason for **euthanasia**.

#### **Reasonable Information**

Any information deemed by us as relevant to assist in the assessment of a claim.

#### **Regenerative Therapy:**

Veterinary treatments designed to manipulate the body's biological mechanisms to stimulate healing. **Regenerative therapies** include, but are not limited to, stem cell therapy, Interleukin Receptor Antagonist Protein (IRAP) therapy, and Platelet Rich Plasma (PRP) therapy.

#### **Second Opinion:**

The examination and evaluation of a health condition by a second **veterinary surgeon** to verify or challenge the diagnosis or treatment plan made by a first **veterinary surgeon**.

**Sum Insured:** The amount stated on the **certificate** which represents the maximum amount **we** will pay for the loss of the **horse** in any event.

#### **Veterinary Fees:**

The standard, customary and reasonable sums incurred to treat an **incident** suffered by the **horse** and normally charged by a **veterinary surgeon** practicing in the area in which the **horse** suffers the **incident**, including but not limited to:

- a any consultation, examination, advice, test, diagnostic procedure, surgery and/or nursing carried out by a **veterinary surgeon**, a veterinary nurse or another member of the veterinary practice under the supervision of a **veterinary surgeon**; and
- b any **medication** legally prescribed by a **veterinary surgeon**.

#### **Veterinary Surgeon:**

A **veterinary surgeon** is defined as a fully qualified and licensed practitioner of veterinary medicine who is registered with the Royal College of Veterinary Surgeons (RCVS).

For the purposes of treating the **horse** while temporarily resident outside the United Kingdom, within the terms of the Geographical Limits section of **your policy**, the **veterinary surgeon** must be a fully qualified, licensed veterinary practitioner registered with the appropriate authority in the country where the treatment is provided.

#### **We/us/our:**

- a KBIS Limited and / or QIC Europe Limited in respect of Sections 1-6
- b KBIS Limited and / or Liberty Mutual Insurance Europe Limited in respect of Section 7 only

**You/your:** The person or persons, partnership, corporation or organisation identified in the **certificate**, including their family, representatives, agents, employees, bailees or any other persons having care, custody or control of the **horse**.

#### General Policy Conditions

- 1 At the start of the **period of insurance** the **horse** must be in sound health and free from any illness, disease, lameness, injury or physical disability.
- 2 At the start of the **period of insurance**, **you** must be the sole owner or loanee of the **horse**, unless another arrangement has been agreed by **us** beforehand. This **policy** will terminate immediately if **you** sell the **horse** or otherwise voluntarily part with any interest in it, whether temporarily or permanently.
- 3 If **you** loan **your horse** to somebody else, **you** must inform KBIS and supply a copy of the loan agreement. Failure to do so may result in **your** claim not being paid if **our** position has been prejudiced.
- 4 If the **horse** **you** are insuring is on loan to **you**, you must advise KBIS of the owner's details and you must supply **us** with a copy of the loan agreement. Failure to do so may result in **your** claim being denied or **your policy** being immediately terminated
- 5 The **horse** must:

- a remain within the borders of the countries as defined in the Geographical Limits Clause of the **policy** during the whole **period of insurance**; and
- b not be used at any time during the **period of insurance** for any activity which we do not agree to in advance. Agreed activities are shown below and the class of use is shown on the **Certificate**:

The table below sets out the classes of use for Leisure Horse Insurance Policies

LEISURE HORSE POLCY CLASSES OF USE	
Class 1	At Grass, Hacking, Breeding & Youngstock, Retired
Class 2	As Class 1 plus Hunting, Gymkhanas/Mounted Games, backing and breaking in, Showing in-hand or under saddle, Dressage/Schooling up to and including Elementary level, Showjumping up to and including 110cm, Riding Club and Pony Club Events, Western Pleasure Riding/Horsemanship, Non-competitive Driving, Jump Cross, Le-Trec and Eventing/Cross Country up to and including 90cm
Class 2 (Scale B Benefits only)	As Class 1 & 2 Leisure and Class 1A, 1B, 2 and 3 Competition,

The table below sets out the classes of use for Competition Horse Insurance and B&W Equine Plan Policies

COMPETITION HORSE AND B&W EQUINE PLAN CLASSES OF USE	
Class 1A	At Grass, Hacking, Breeding & Youngstock, Retired, Hunting, Gymkhanas/Mounted Games, backing and breaking in, Showing in-hand or under saddle, Dressage/Schooling up to and including Elementary level, Showjumping up to and including 110cm, Riding Club and Pony Club Events, Western Pleasure Riding/Horsemanship, Non-competitive Driving, Jump Cross, Le-Trec and Eventing/Cross Country up to and including 90cm The maximum sum insured for this class is £7,500.
Class 1B	As class 1A, plus: Dressage/Schooling above Elementary level, Showjumping above 110cm, Eventing/Cross Country up to and including 105cm, , Competitive Long Distance Riding (under 40km).
Class 2	As class 1A and class 1B, plus: Eventing/Cross Country up to and including BE Novice and Intermediate Eventing, Polo Cross, Horseball, Competitive Long Distance riding (40km and over) and Competitive Driving not including trotting.
Class 3	As class 1A, class 1B and class 2 plus: Eventing/Cross Country up to and including BE Advanced Team Chasing, Polo* and Arab Racing*.  <i>* These activities are only covered in the 'Death &amp; Theft Cover' section.</i>

Any breach of these conditions may mean that **we** will not pay a claim.

**6 You must:**

- a ensure that the **horse's** health is maintained, and take reasonable steps to prevent illness, injury or death, including that arising out of obesity. If there is a dispute about what constitutes 'reasonable steps', the Arbitration Clause will be invoked; and
- b in the event of any **incident**, **you** must immediately at **your** own expense (this cost may be covered by the **policy**, dependent on the nature of the injury or illness and/or the coverage afforded by **your policy**) employ a qualified **veterinary surgeon** and must, if required by **us**, allow removal of the **horse** for treatment or diagnosis at **our** expense; and
- c in the event of the death of the **horse**, **you** must, as soon as possible and at **your** own expense, arrange for a **post mortem** to be made by a **veterinary surgeon**. Failure to do so may mean that **we** will not pay a claim; and
- d report any **incident** whatsoever, whether or not **you** believe such **incident** may later lead to a claim, to **us** as soon as possible by telephone, e-mail, the KBIS Claims app or fax. If necessary, **we** may instruct a **veterinary surgeon** to examine the **horse** on **our** behalf. Any **incident** which leads to a claim that is not notified during the **period of**

**insurance** will not be paid.

If **you** fail to comply with General Policy Conditions 6 (a) or 6 (b), **we** have the right to cancel or suspend **your policy** or refuse to pay **your** claim. If **you** fail to comply with General Policy Conditions 6 (c) or 6 (d), **we** have the right to refuse to pay **your** claim.

- 7 If **we** pay **your** claim and a third party may have been at fault, **we** may seek to recover **our** losses from that third party. In this case, **you** must offer all reasonable assistance and **we** will be entitled, at **our** own expense, to institute legal proceedings against the third party in **your** name.
- 8 **We** have the right to cancel or suspend **your** policy at any time if:
- a it is found that **you** have provided dishonest or fraudulent information to **us** in connection with this insurance **policy**;  
or
  - b **you** have failed to provide some or any of the documentation or information that **we** requested from **you** in relation to this insurance **policy**.

In the event that **your policy** is cancelled by **us**, **you** 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. If **your policy** is suspended, no claims for any **incidents** which occur during the period of suspension will be paid, but coverage will resume if the breach is remedied. If **your policy** has been cancelled all coverage under this **policy** will cease and no claims will be paid for any **incidents** occurring after the date of cancellation.

- 9 **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:
- a makes a claim under the **policy** in order to obtain a claims payment to which **you** are not entitled; or
  - b knowingly makes a false statement in support of a claim, in order to obtain a claims payment to which **you** are not entitled, or
  - c knowingly submits a forged or false document in support of a claim in order to obtain a claims payment to which **you** are not entitled, or
  - d makes a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance.

The following conditions shall apply:

- i **we** will not pay any part of the claim to which **you** are not entitled; and
- ii **we** shall not pay any other claim or part of any claim which has been or will be made under **your** policy to which **you** are not entitled and
- iii **we** will declare **your** policy void; and
- iv **we** shall be entitled to recover from **you** the amount of any claim already paid under the policy to which **you** are not entitled; and
- v **we** may inform the Police of the circumstances; and
- vi **we** will not return any premium.

- 10 The **horse** must be regularly wormed or assessed for worm infestation by egg-count, and treated in the event of a positive test result in accordance with veterinary guidelines. If there is a dispute about what constitutes 'veterinary guidelines' the Arbitration Clause will be invoked.
- 11 The **horse** must be vaccinated against tetanus and equine influenza and **you** must take proper precautions to protect the **horse** against all infectious or contagious disease (for example by isolation of infected animals). If there is a dispute about what constitutes 'proper precautions' the Arbitration Clause will be invoked.
- 12 The **horse** must have a dental examination at least every twelve months in order for any dental condition to be covered.
- 13 **You** must make sure anyone handling or riding the **horse** has the knowledge and experience to do so in order to limit the possibility of the **horse** injuring itself, the handler/rider or someone else, or damaging their property. If **you** do not comply with this condition, **we** have the right to cancel the policy and refuse to pay any claims resulting, wholly or partially from this breach.
- 14 The **sum insured**, which is stated on **your certificate**, must not exceed the **horse's market value**. In the event of a claim **you** will need to supply a justification of value in the event **your horse** is insured for more than the amount **we** think is the **market value**. **We** will accept the following documents as satisfactory justifications of value:
- a affiliated competition record;

- b published competition results;
- c purchase receipt;
- d stud fee - this document will only be accepted for **horses** under 4 years old that were bred by **you**; or
- e ring price at a public auction.

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

**We** may not accept a justification of value from any other source, such as **your** riding instructor or a sales or dealing yard.

- 15 Regardless of **your** claims history, at renewal of **your** policy **we** have the right to amend the terms and conditions of **your** policy. This includes but is not limited to:
- a the application of a **policy** excess or co-insurance condition;
  - b increasing the premium **we** charge **you**;
  - c applying exclusions to **your** coverage; and/or
  - d altering the way **you** pay **your** premiums
  - e amending the cover options available to you.

**We** also have the right to not invite **policy** renewal. **We** will notify **you** in writing before the end of the **period of insurance** if **we** decide to alter **your** coverage in any way.

- 16 If **you** pay for **your** policy by monthly instalment, when the **policy** is due for renewal **we** will renew it automatically for up to 4 years. **We** will write to **you** before **your** policy expires with full details of the **policy** conditions and the premium **we** intend to charge for the renewal. **We** will also advise **you** of the expiring premium for **your** current policy.

If **you** do not wish to renew **your** policy with **us**, **you** must contact **us** by telephone on 01635 247474 or in writing, before the date of renewal to cancel. Should **we** elect not to renew **your** policy, **we** will notify **you** in writing prior to **your** renewal date.

If **we** automatically renew **your** policy, **we** may ask **you** for documentation regarding **your** horse's health, or the value of **your** horse, or for other matters. Failure to provide any requested documentation may prejudice **your** position in the event of a claim.

- 17 If **you** make a claim, **you** agree to provide **us** with any reasonable information requested in connection with **your** claim, including details of the **horse's** clinical history.
- 18 There can be no abandonment to **us** of any **horse** or any other property covered by this **policy**.

#### General Policy Exclusions

- 1 Any **incident**, illness, injury or disease that manifested, was present, or had been previously diagnosed in the **horse** before the start of **your** policy is not covered.
- 2 Any charges relating to the preparation of veterinary reports, third party reports (such as crime reports) or claim forms are not covered by **your** policy.
- 3 If, at the time of a claim **you** have multiple insurance policies in force providing coverage for the **horse**, **we** will not be liable for any claims submitted by **you**, unless **our** agreement to this arrangement is noted on the **certificate**. If two or more insurance policies are in effect and **we** have given **our** agreement, the maximum amount payable under this **policy** will be the policy excess or co-insurance **you** have paid under the other insurance policy.

#### General Policy Clauses

##### Second Opinion Clause

**We** reserve the right to obtain a **second opinion**, at our own expense and by a **veterinary surgeon** employed by **us**, for any claim made on this **policy** under Section 1 – Death, Theft & Straying, Section 2 – Permanent Loss of Use, and Section 3 – Veterinary Fees.

##### Arbitration Clause

If, in the event of an **incident** affecting the **horse**, **your** **veterinary surgeon** and **our** **veterinary surgeon** cannot reach agreement the case will be referred for examination by an independent **veterinary surgeon** mutually agreed upon by both sides, who will act as Arbitrator in the dispute.

The Arbitrator's decision will be binding on both **you** and **us**, and the cost for their services will be shared equally between **you**

and **us**.

#### Restriction of Policy Coverage – 450-Day Extension Clause

The maximum period of coverage for any claim under Section 1 – Death, Theft & Straying, and Section 2 – Permanent Loss of Use, and Section 3 – Veterinary Fees of **your policy** is 450 days (approximately 15 months) from the date of the **incident** suffered by **your horse**. The coverage afforded under this Extension Clause is subject to the terms and conditions of **Your Policy** and any Exclusions noted on **Your certificate**.

#### Restriction of Policy Coverage – Limited Period Clause

The limited period restricts coverage under Section 1 – Death, Theft & Straying, Section 2 – Permanent Loss of Use, and Section 3 – Veterinary Fees of **your policy** to **Accidental External Injuries Only (AEIO)**.

The limited period begins at 12:01 a.m. of the date noted in **your certificate** and ends at 11:59 p.m. on the last day of the period noted in **your certificate**.

When **your policy** begins or when a **horse** is added to an existing **policy** the sections detailed below will be limited to claims arising from **AEIO** and/or **colic surgery**:

**Your policy** will have an automatic limited period of 45 days unless:

- 1 at the start of a new **policy** or when adding a new **horse** to an existing **policy**, the limited period will be reduced to 0 days if the **horse(s)** is:
  - a a new purchase; and
  - b has passed a 2- or 5-stage pre-purchase examination (including the provision of any additional veterinary information as required by **us**) during the purchase process, but no longer than 15 days prior to the date **your** application for insurance is received by **us**; and
  - c **your** application for insurance is received by **us** within 7 days of the date of purchase.
- 2 when transferring a **policy** from another insurance company to **us** the limited period will be reduced to 0 days if:
  - a the **horse** is currently insured with another insurance company and the requested coverage is identical to that provided by the expiring insurance policy; and
  - b a copy of the full renewal documentation is provided to **us**; and
  - c a completed Proposal Form and a full clinical history (from all **veterinary surgeons** who have attended the horse) is supplied to **us**.

The limited period will not be reduced for loaned or gift **horses** or for **horses** adopted from a charity.

All the requirements in either 1 or 2 above must be satisfied in order for the limited period to be reduced. In addition, these requirements constitute the minimum required information and **you** may have to supply additional documentation depending on the type and level of coverage purchased; the veterinary history of the **horse**, or; **our** assessment of the risk presented by the proposed **horse(s)**. If additional information is required **you** will be advised on the Quote letter and/or Temporary Cover **certificate**.

#### Restriction of Policy Coverage – Geographical Limits Clause

**Your policy** provides insurance coverage while the **horse** is:

- 1 in the United Kingdom, Channel Islands, or Isle of Man ; and
- 2 with **our** prior agreement, while temporarily resident outside this region, including transportation to and from the temporary residence, but not exceeding 90 days at any one time.

#### Section 1 - Death, Theft & Straying

##### Section 1a Death – Emergency Euthanasia

In the event that, during the **period of insurance**, the **horse** suffers from an **incident** of such severity that, in the opinion of the attending **veterinary surgeon**, the **horse's** condition necessitates its immediate **euthanasia** without referral to **us**, **we** will pay the **market value** of the **horse**, not exceeding the **sum insured** stated on **your certificate**. **You** must notify **us** of the loss of **your horse** as soon as reasonably possible, in accordance with Condition 6 of the General Policy Conditions.

### Conditions applicable to Section 1a Death – Emergency Euthanasia

All of the following Conditions must be satisfied in order for a claim to be paid under this section:

- a the **horse** must suffer an **incident**, during the **period of insurance**, which is so severe that emergency **euthanasia** is required to relieve the **horse's** incurable and excessive pain and suffering; and
- b the attending **veterinary surgeon** must certify that at the time and place they attended the **horse** no other options of treatment were available to relieve, alleviate or cure the pain and suffering caused to the **horse** by the **incident**; and
- c the attending **veterinary surgeon** must certify that at the time and place they attended the **horse** the **horse's** condition was such that it could not be safely and/or humanely transported to such a place where treatment might be available to relieve, alleviate or cure the pain and suffering caused to the **horse** by the **incident**; and
- d following **euthanasia you** must, at **your** own expense, obtain a **post mortem**, unless **we** have agreed that this condition can be waived; and
- e **you** must submit a completed claim form and detailed veterinary reports, including the attending **veterinary surgeon's** certification that no other options for treatment were available, and **post mortem** report to **us**.

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

The above terms work in parallel with the British Equine Veterinary Association guidelines for a mortality claim on an insured **horse**.

### Section 1b Death – Non-Emergency Euthanasia

In the event that the **horse** suffers an **incident** during the **period of insurance** that necessitates **euthanasia** with prior agreement from **us**, **we** will pay the **market value** of the **horse**, not exceeding the **sum insured** stated on **your certificate**. **You** must notify **us** of the **incident** suffered by **your horse** in accordance with Condition 6 of the General Policy Conditions.

### Conditions applicable to Section 1b Death – Non-Emergency Euthanasia

All of the following Conditions must be satisfied in order for a claim to be paid under this section:

- a **we** must be given sufficient notification of the **incident** before **euthanasia** is performed on the **horse** to allow a second opinion to be given by **our veterinary surgeon**; and
- b the **horse** must exhibit signs of severe and unremitting pain that can be controlled by effective **medication** in the short term but both **your** and **our veterinary surgeons** must agree that such pain cannot be managed in the long term and no other options for treatment of the horse are available; and
- c it must not be possible to retire the **horse** to an environment allowing for a reasonable quality of life on a safe dosage of **medication** (if there is a dispute about what constitutes 'a reasonable quality of life', or 'a safe dosage of **medication**' the Arbitration Clause will be invoked); and
- d following the **euthanasia** procedure **you** must, at **your** own expense, obtain a **post mortem** report, unless **we** have agreed that this condition can be waived.
- e **you** must submit a completed claim form, detailed veterinary reports and **post mortem** report to **us**.

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

### Exclusions applicable to Section 1b Death – Non-Emergency Euthanasia

- 1 Any claim which was not advised to **us** prior to **euthanasia** of the **horse** being performed.
- 2 Any claim where **euthanasia** is carried out on the **horse** for economic reasons.

It is understood by **us** that there will be times that **you** and **your veterinary surgeon** choose to perform **euthanasia** on a **horse** for reasons of loss of ability or on economic grounds. **We** accept that this is a decision for **you** to make, but if the circumstances of the **euthanasia** of the **horse** do not meet the strict criteria of this section, **we** will not pay **your** claim.

### Section 1c Death – All Other Cases

In the event that the **horse** dies or is found dead due to unknown and unforeseen circumstances during the **period of insurance**, **we** will pay the **market value** of the **horse**, not exceeding the **sum insured** stated on **your certificate**. **You** must notify **us** of the loss of **your horse** in accordance with Condition 6 of the General Policy Conditions.

### Conditions applicable to Section 1c Death – All Other Cases

All of the following Conditions must be satisfied in order for a claim to be paid under this section:

- a **you** must, at **your** own expense, arrange for a **post mortem** to be carried out by a **veterinary surgeon** and obtain a report of this examination including a positive identification of the **horse** against the passport; and
- b **you** must notify **us** of the loss of **your horse** as soon as reasonably possible in accordance with Condition 6 of the General Policy Conditions; and
- c unless obliged to do so by the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, **you** may not dispose of the carcass of the **horse** until **you** have received notification from **us** that **you** may do so. **We** reserve the right to carry out any additional post mortem examination or testing at **our** own expense.
- d **you** must submit a completed claim form and detailed veterinary reports, including the **post mortem** report, to **us**.

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

#### Additional Coverage under Sections 1a Death – Emergency Euthanasia, 1b Death – Non-Emergency Euthanasia & 1c Death – All Other Cases

- 1 In the event of an agreed mortality claim **we** will pay up to £200 for carcass **disposal** incurred by **you**.

#### Exclusions applicable to Sections 1a Death – Emergency Euthanasia, 1b Death – Non-Emergency Euthanasia & 1c Death – All Other Cases

- 1 In the event that the **horse** is subject to a government or public or local authority quarantine, detention, exclusion, and/or restriction order relating to an outbreak or suspected outbreak of a disease, **we** will not pay a claim for death, intentional slaughter or **euthanasia** of the **horse** if the loss is directly or indirectly attributable to the cause of the quarantine, detention, exclusion, or restriction order.
- 2 **Your policy** does not cover death or **euthanasia** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
  - a any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been necessitated solely by an **incident** occurring during the **period of insurance** and to have been carried out in an emergency attempt to save the **horse's** life; or
  - b the giving of any **medication** unless by a **veterinary surgeon** (or by experienced veterinary personnel under their direction) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by an **incident** occurring during the **period of insurance**; or
  - c malicious or wilful injury or criminal or intentional acts or omissions by **you, your** family, representatives, agents, employees, veterinary surgeons, bailees or other persons who have care, custody or control of the **horse**; or
  - d failure by **you** or **your** family, representatives, agents, employees, bailees or other persons who have care, custody or control of the **horse** to provide proper care and attention for the **horse** at all times; or
  - e the use of the **horse** for any purpose other than those specified in the **certificate**.
  - f poison
- 3 **Your policy** does not cover death or **euthanasia** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
  - a nuclear reaction, nuclear radiation or radioactive contamination; or
  - b confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
  - c war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

In any claim, and in any action, suit or proceeding to enforce a claim for death or **euthanasia** under **your policy**, the burden of proving that the cause of death or reason for **euthanasia** does not fall within this exclusion will be **yours**.

- 4 **Your policy** does not cover death directly or indirectly caused, or wholly or partially contributed to, by castration or spaying of the **horse** unless **we** are advised before the castration or spaying operation is carried out.

#### Section 1d – Loss by Theft or Straying

In the event that **your horse** is stolen or strays during the **period of insurance**, **we** will pay the **market value** of the **horse**, not exceeding the **sum insured** stated on **your certificate**. **You** must notify **us** of the loss of **your horse** in accordance with Condition

6 of the General Policy Conditions if:

- a **your horse** is lost or stolen and cannot be found; or
- b **your horse** dies as a result of the reported theft or straying.

If, following a proven theft, the **horse** is recovered and has been castrated, spayed or otherwise neutered or sterilised while not in **your** care, custody or control, **we** will pay the amount by which **your horse's market value** has reduced as a result of the castration, spaying, neutering or sterilisation.

#### Conditions applicable to Section 1d – Loss by Theft or Straying

- 1 In order to claim under this section, **you** must have suffered no thefts, attempted thefts or threats of any nature against **you**, or the **horse** or any other horses **you** own during the twelve months immediately prior to the start of the **period of insurance**.
- 2 **We** will not pay **your** claim for the loss of **your horse** by theft or unlawful removal until 90 days after the loss is reported to **us** and then only in the event that **horse** has not been recovered during that period.
- 3 **We** will not pay **your** claim for the loss of **your horse** by straying until 90 days after the loss is reported to **us** and then only in the event that the **horse** has not been recovered during that period.
- 4 **You** must, as soon as possible, report any theft or disappearance of the **horse** to the police and **you** must follow their recommendations strictly, except that under no circumstances whatsoever may **you** pay, agree to pay, or promise to pay a ransom, bribe or payoff, or give similar assurance of such nature to any person. Should **you** pay, agree to pay, or promise to pay a ransom, bribe or payoff, or give similar assurances of such nature to any person, all insurance coverage under **your policy** will stop from midnight on the day before the payment, agreement to pay, or promise to pay or similar assurance was given.
- 5 In the event of a loss under this **policy**, **we** will not pay more than the **market value** of **your horse** at the time of the loss, but in any event this will not exceed the **sum insured** stated on the **certificate**.
- 6 If a claim is paid under this section of the **policy**, and the **horse** is subsequently recovered, **we** have the right, if **we** so elect, to take ownership of the **horse**. If **we** do not elect to take ownership of the **horse**, **you** must return the amount paid in settlement of **your** claim and retain possession of the **horse**.
- 7 If a claim is paid under this section of the policy and the horse is subsequently recovered, and **we** do not elect to take ownership of the **horse**, there can be no abandonment of the **horse** to **us**.
- 8 In the case that the **horse** is a mare, no insurance coverage is given under this section for any embryo within the **horse** or any of her foals, unless such embryo or foal is insured separately under this **policy**.

#### Additional Coverage under Section 1d – Loss by Theft or Straying

- 1 **We** will pay a maximum of £200 per **period of insurance** to reimburse **you** for the cost of advertising the loss or theft and/or the payment of a reward which leads to recovery of the **horse**.
- 2 **We** will pay a maximum of £600 per **period of insurance** to reimburse **you** for the hire of a replacement horse for a period of 180 days from the date of loss following the proven theft of the **horse**.

#### Exclusions applicable to Section 1d – Loss by Theft or Straying

- 1 **We** will not pay a claim for any incident of theft or straying where the loss occurs during the first 45 days of the **period of insurance** of **your policy**.

Optional Coverage Sections – the sections listed below are only included in **your policy** if they are shown on **your certificate**

#### Section 2 – Permanent Loss of Use

In the event that, in the opinion of both **your veterinary surgeon** and **our veterinary surgeon**, during the **period of insurance**, by reason of either an **incident** or an **AEIO**, **your horse** becomes, either immediately or within the 450-day **extension period**, permanently incapable of fulfilling the use for which it is vetted and insured, as declared in **your** Proposal Form and noted on the **certificate**, but, in the opinion of both **your veterinary surgeon** and **our veterinary surgeon**, its condition does not meet the criteria for **euthanasia** under either Section 1a Death – Emergency Euthanasia, or 1b Death – Non-Emergency Euthanasia, **we** will pay either the percentage of the **sum insured** stated on **your certificate** or that stated percentage of the **horse's market value**, whichever is the lesser amount.

If this optional section is included in **your** insurance coverage, it will be indicated on **your certificate** as either Section 2a – Permanent Loss of Use due to an incident, or Section 2b – Permanent Loss of Use due to AEIO. The difference between these coverage options is detailed below:

#### Section 2a – Permanent Loss of Use due to an **incident**

If, during the **period of insurance**, **your horse** suffers an **incident** such that its condition, either immediately or within the 450-day **extension period** renders it permanently incapable of fulfilling the use for which it is vetted and insured, as declared in **your** Proposal Form and noted on the **certificate** but, in the opinion of both **your veterinary surgeon** and **our veterinary surgeon**, its condition does not meet the criteria for **euthanasia** under either Section 1a Death – Emergency Euthanasia, or 1b Death – Non-Emergency Euthanasia, **we** will pay either the percentage of the **sum insured** stated on **your certificate** or that percentage of the **horse’s market value**, whichever is the lesser amount.

#### Section 2b – Permanent Loss of Use due to **AEIO**

If, during the **period of insurance**, **your horse** suffers an **AEIO** such that its condition, either immediately or within the 450-day **extension period** renders it permanently incapable of fulfilling the use for which it is vetted and insured, as declared in **your** Proposal Form and noted on the **certificate** but, in the opinion of both **your veterinary surgeon** and **our veterinary surgeon**, its condition does not meet the criteria for **euthanasia** under either **Section 1a Death – Emergency Euthanasia**, or **1b Death – Non-Emergency Euthanasia**, **we** will pay either the percentage of the **sum insured** stated on **your certificate** or that percentage of the **horse’s market value**, whichever is the lesser amount.

#### Conditions applicable to Section 2a – Permanent Loss of Use due to an **incident** and Section 2b – Permanent Loss of Use due to **AEIO**

- 1 **Our veterinary surgeon** may require that the **horse** be assessed from a rider’s perspective by a professional rider to be mutually agreed on between **you** and **us** to determine the significance of the condition.
- 2 Subject to an agreed Permanent Loss of Use claim **you** may keep the **horse**. In this case **we** will make a deduction from the claim amount equal to the residual value of the **horse**, not exceeding the **sum insured** stated on the **certificate**. The residual value is negotiable but subject to a minimum of 10% of the percentage of the **sum insured** stated on **your certificate** or that percentage of the **horse’s market value**, whichever is the lesser amount.
- 3 If the **horse** is a stallion or mare kept with the intention of using it for breeding purposes the claim amount will reflect the **horse’s** residual value for stud duties, and **we** will only pay the difference between the residual value of the animal and the percentage of the **sum insured** stated on **your certificate** or that percentage of the **horse’s market value**, whichever is the lesser amount.
- 4 In the event that you elect to invoke either Condition 2 or Condition 3 of this section, before any claim payment is made to **you** the **horse** must be freeze-marked with the loss of use mark, at **our** expense, to reflect the fact that it has been the subject of a claim under this section.
- 5 If **you** elect not to keep the **horse** following an agreed Permanent Loss of Use claim, **we** reserve the right to take possession of the **horse**.
- 6 Any **incident** or **AEIO** suffered by the **horse** must be advised to **us** in accordance with Condition 6 of the General Policy Conditions.
- 7 If there is disagreement between **your veterinary surgeon** and **our veterinary surgeon** over the incapacity of the **horse** the Arbitration Clause will be invoked.
- 8 In the event that the **horse** sustains an **incident** or an **AEIO** during the **period of insurance** and its condition does not manifest itself as a permanent incapacity until after the **period of insurance** has expired, claims will be recoverable under the **extension period** providing that:
  - a the permanence of the incapacity is agreed upon by both **your veterinary surgeon** and **our veterinary surgeon** (or, in the case of a disagreement between them, by the Arbitrator as per Condition 7 above); and
  - b **euthanasia** or freeze-marking, per Condition 4 above, of the **horse** occurs no more than 15 months from the date of the **incident** or the **AEIO**.
- 9 Determination of the **horse’s** value for the purposes of this section are based on the **market value** of the **horse** at the time of the **incident** or the **AEIO**, not at the time it is agreed that the **horse** is permanently incapable of fulfilling the use for which it is vetted and insured, but in any event we will not pay more than the declared percentage of the **sum insured** for Section 2 – Permanent Loss of Use stated on **your certificate**.
- 10 You must contact KBIS to notify of your intention to euthanase the **horse**. You must not euthanase the horse before KBIS has agreed. If you do not obtain agreement a claim may not be paid.

#### Exclusions applicable to Section 2a – Permanent Loss of Use due to an incident and Section 2b – Permanent Loss of Use due to **AEIO**

These sections do not cover any claim for permanent loss of use arising:

- 1 As a result of blemishing.
- 2 Due to the **horse's** inability to breed.
- 3 As a result of the **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 wind conditions and/or having been operated on for such conditions.
- 4 For loss of value, lack of ability, or lack of suitability.
- 5 For behavioural problems.

Exclusions applicable to Section 2b – Permanent Loss of Use due to AEIO only

This section does not cover any claim for tendinosis/tendinitis, tenosynovitis, avulsions, strains, sprains, tears or ruptures of tendons and/or ligaments which are not caused by an **AEIO**.

Section 3 – Veterinary Fees

In the event that, during the **period of insurance**, **your horse** suffers an **incident**, **we** will pay the **veterinary fees** incurred by **you** for treatment of the illness, disease, lameness, or injury by a **veterinary surgeon**, up to the limit stated in your **certificate** for each **incident** or **foaling risk** suffered by the **horse** during the **period of insurance**.

Each **incident** or **foaling risk** must have been advised to **us** within the **period of insurance**, in accordance with Condition 6 of the General Policy Conditions. Claim acceptance and payments are subject to the receipt of detailed invoices from the **veterinary surgeon**, showing diagnosis of the condition(s) or injury(s) suffered; details of the consultation; details of any **medication** or other treatment prescribed, and; mileage travelled by the **veterinary surgeon** where appropriate.

Conditions applicable to Section 3 – Veterinary Fees

- 1 A claim for **equine gastric ulcer syndrome** and/or **equine gastric glandular disease** will only be considered when **your horse** is exhibiting clinical symptoms of these conditions.
- 2 If the **horse** is exhibiting clinical symptoms of **equine gastric ulcer syndrome**, and is diagnosed as suffering with gastric ulceration at Grade 2 or above (on the **EGUS** Lesion Scoring System (LSS) published by the Equine Gastric Ulcer Council) by gastroscopic examination, its condition must be reassessed by gastroscopic examination at 90-day intervals. If, at any reassessment, the gastric ulceration is found to have resolved below Grade 2 on the LSS, all coverage under this Section will cease.
- 3 If your **horse** is diagnosed with **equine gastric glandular disease** the lesions must be accurately described in the nature and position and monitored by gastroscope every 90 days. If at any reassessment the lesions have resolved, all coverage under this section will cease.
- 4 If the **horse** is exhibiting clinical symptoms of **equine gastric ulcer syndrome** and/or **equine gastric glandular disease** and **your veterinary surgeon** recommends a short-term treatment protocol as a preferred diagnostic procedure over gastroscopy for reasons inherent in the **horse**, **we** will pay for proton pump inhibitor **medication** for a maximum of 14 days without requiring a gastroscopic evaluation.

Exclusions applicable to Section 3 – Veterinary Fees

This Section does not cover:

- 1 The **excess** for this Section, as stated on your **certificate**.
- 2 **Veterinary fees** incurred for any **diagnostic imaging** procedure repeated for any reason at a second or referral veterinary clinic if the procedure has previously been performed on the **horse** by another **veterinary surgeon** in relation to the **incident** claimed for.
- 3 **Veterinary fees** incurred in connection with elective, preventative or routine treatments or procedures including, but not limited to:
  - a inoculations or vaccinations;
  - b dentistry; or
  - c spaying or castration.
- 4 **Veterinary fees** incurred in connection with:
  - a hereditary or congenital complaints; or
  - b behavioural problems; or

- c known vices e.g. crib biting, wind sucking, or weaving; or  
d extraction of wolf teeth.
- 5 Any costs incurred for  **euthanasia** of the  **horse**, the  **post mortem**, or carcass  **disposal**.
- 6 Care/management fees, livery expenses or transportation costs.
- 7  **Veterinary fees** arising out of any  **incident** or  **foaling risk** occurring within the Limited Period other than those caused by  **AEIO**.
- 8  **Veterinary fees** for any  **incident** not advised during the  **period of insurance**.
- 9 Any invoices submitted any later than three months from the expiry of the  **extension period**.
- 10  **Veterinary fees** following the expiry of the  **extension period**.
- 11  **Complementary treatment** or  **hospitalisation** costs unless expressly included on the  **certificate**.
- 12 Thermography, unless carried out by a  **veterinary surgeon**.
- 13 Any costs incurred for preparing reports or claim forms.
- 14 Any costs incurred for buying or hiring therapeutic or veterinary equipment or machinery including, but not limited to, rugs, face masks, steamers, nebulizers, and/or boots.
- 15 Any costs of treatment for  **equine gastric ulcer syndrome** and/or  **equine gastric glandular disease**, unless diagnosed by gastroscopic examination (other than as detailed in Conditions applicable to Section 3 – Veterinary Fees above).
- 16 The cost of treatment for  **equine gastric ulcer syndrome** in the  **horse** if the severity of the condition is found to be below Grade 2 on the  **EGUS LSS** on gastroscopic examination.
- 17 Any cost for preventative treatment of  **equine gastric ulcer syndrome** and/or  **equine gastric glandular disease**, including, but not limited to, nutraceuticals or feed additives, if, at any gastroscopic reassessment, the equine gastric ulceration is found to have resolved below Grade 2 on the LSS or the  **equine gastric glandular disease** has resolved.

The tables below show the different types of veterinary fee cover for Leisure Horse Insurance Policyholders.

LEISURE HORSE VETERINARY FEES	
<b>A</b>	<p>Pays 100% of <b> Veterinary Fees</b> after the <b> excess</b> has been deducted for <b> Accidental External Injuries only (AEIO)</b> up to a maximum of £3,000 per <b> Incident</b>.</p> <p>The <b> Insured Horse</b> is covered for 15 months from the onset date of the <b> Incident</b>.</p> <p><b> Excess:</b> Class 1 and class 2 - £140 or as stated on the <b> Certificate</b> of Insurance. The <b> excess</b> applies to each <b> Incident</b>.</p> <p>Age Limit: 90 days to 30 years.</p> <p><b> Scale A does not include coverage for Complementary Treatment or Hospitalisation costs.</b></p>
<b>B</b>	<p>Pays 100% of <b> Veterinary Fees</b> after the <b> excess</b> has been deducted up to a maximum of £7,500 in total for the Policy Period for:</p> <ul style="list-style-type: none"> <li>• <b> Accidental External Injury only (AEIO)</b></li> <li>• <b> Joint or Tendon Sheath Flushing as a result of Sepsis</b></li> <li>• <b> Colic Surgery – Surgery costs only.</b></li> <li>• <b> Surgery only for Pastern &amp; Pedal Bone Fractures</b></li> </ul> <p>The <b> Insured Horse</b> is covered for 15 months from the onset date of the <b> Incident</b>.</p> <p><b> Excess:</b> Class 1 and class 2 - £140 or as stated on the <b> Certificate</b> of Insurance. The <b> excess</b> applies to each <b> Incident</b>.</p> <p>Age Limit: 90 days to 20 years.</p> <p><b> Scale B does not include coverage for Complementary Treatment or Hospitalisation costs. In addition it does not include coverage for veterinary fees incurred in respect of any diagnostic procedure other than where directly related to the treatment of the condition in respect of Accidental External Injuries or Joint or Tendon Sheath Flushing as a result of Sepsis only.</b></p>
<b>C</b>	<p>Pays:</p> <ul style="list-style-type: none"> <li>• 75% of the <b> Veterinary Fees</b>, or</li> <li>• 100% of <b> Veterinary Fees</b> for <b> Colic Surgery</b></li> </ul> <p>after the <b> excess</b> has been deducted, up to a maximum of £3,000 per <b> Incident</b>. The <b> Insured Horse</b> is covered for 15 months from the onset date of the <b> Incident</b>.</p> <p><b> Excess:</b> Class 1 and class 2 - £175 +25% of <b> Veterinary Fees</b> or as stated on the <b> Certificate</b> of Insurance. The <b> excess</b> applies to each incident.</p> <p>Age Limit: 90 days to 20 years.</p> <p><b> Scale C does not include coverage for Complementary Treatment or Hospitalisation costs.</b></p>

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

<b>COMPETITION HORSE AND B&amp;W EQUINE PLAN VETERINARY FEES</b>	
<b>Bronze</b>	<p>Pays 100% of the <b>Veterinary Fees</b> after the <b>excess</b> has been deducted:</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except Colic Surgery</li> <li>• up to a maximum of £7,500 per <b>Incident</b> for Colic Surgery only.</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation costs</b> - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess:</b> Class 1A, class 1B and class 2 - £500 The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years.</p>
<b>Silver</b>	<p>Pays 100% of <b>Veterinary Fees</b> after the <b>excess</b> has been deducted, up to a maximum of £3,500 per <b>Incident</b>.                      Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> - up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation costs</b> - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess:</b> Class 1A, class 1B and class 2 - £175 or as stated on the <b>Certificate</b>. The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 20 years.</p>
<b>Gold</b>	<p>Pays 100% of the <b>Veterinary Fees</b> after the <b>excess</b> has been deducted,</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except <b>Colic Surgery</b></li> <li>• up to a maximum of £7,500 per <b>Incident</b> for <b>Colic Surgery</b> only.</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation costs</b> - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess:</b> Class 1A, class 1B and class 2 - £175 (or as stated on the <b>Certificate</b>). The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years.</p>
<b>Platinum</b>	<p>Pays 100% of the <b>Veterinary Fees</b> after the <b>excess</b> has been deducted,</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except <b>Colic Surgery</b></li> <li>• up to a maximum of £7,500 per <b>Incident</b> for <b>Colic Surgery</b> only</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation costs</b> - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess:</b> Class 1A, class 1B and class 2 - £350 or as stated on the <b>Certificate</b>. The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years.</p>

**Class 3 Veterinary Fee Options or as detailed on the Certificate**

<b>COMPETITION HORSE AND B&amp;W EQUINE PLAN VETERINARY FEES</b>	
<b>Bronze</b>	<p>Pays 100% of the <b>Veterinary Fees</b> after the <b>excess</b> has been deducted,</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except <b>Colic Surgery</b></li> <li>• up to a maximum of £7,500 per <b>Incident</b> for <b>Colic Surgery</b> only.</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation</b> costs - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess: £750</b> The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years.</p>
<b>Silver</b>	<p>Pays:</p> <ul style="list-style-type: none"> <li>• 85% of the <b>Veterinary Fees</b>, or</li> <li>• 100% of <b>Veterinary Fees</b> for <b>Colic Surgery</b>,</li> </ul> <p>after the <b>excess</b> has been deducted, up to a maximum of £3,500 per <b>Incident</b>.                      Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation</b> costs - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess: £175</b> (or as stated in the <b>Certificate</b>) + 15% of <b>Veterinary Fees</b> or as stated on the <b>Certificate</b>. The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years..</p>
<b>Gold</b>	<p>Pays:</p> <ul style="list-style-type: none"> <li>• 85% of the <b>Veterinary Fees</b>, or</li> <li>• 100% of <b>Veterinary Fees</b> for <b>Colic Surgery</b>,</li> </ul> <p>after the <b>excess</b> has been deducted,</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except <b>Colic Surgery</b></li> <li>• up to a maximum of £7,500 per <b>Incident</b> for <b>Colic Surgery</b> only.</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation</b> costs - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess: £175</b> (or as stated on the <b>Certificate</b>) + 15% of <b>Veterinary Fees</b> or as stated on the <b>Certificate</b>. The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years</p>
<b>Platinum</b>	<p>Pays:</p> <ul style="list-style-type: none"> <li>• 85% of the <b>Veterinary Fees</b>, or</li> <li>• 100% of <b>Veterinary Fees</b> for <b>Colic Surgery</b>,</li> </ul> <p>after the <b>excess</b> has been deducted,</p> <ul style="list-style-type: none"> <li>• up to a maximum of £6,000 per <b>Incident</b> for all conditions except <b>Colic Surgery</b></li> <li>• up to a maximum of £7,500 per <b>Incident</b> for <b>Colic Surgery</b> only</li> </ul> <p>Includes coverage for:</p> <ul style="list-style-type: none"> <li>• <b>Complementary Treatment</b> – up to £500 during the <b>Period of Insurance</b>,</li> <li>• <b>Hospitalisation</b> costs - up to £250 during the <b>Period of Insurance</b>, and</li> </ul> <p>The <b>Insured Horse</b> is covered for 15 months from the onset date of the <b>Incident</b>.  <b>Excess: £350</b> + 15% of <b>Veterinary Fees</b> or as stated on the <b>Certificate</b>. The <b>excess</b> applies to each <b>Incident</b>.                      Age Limit: 90 days to 15 years.</p>

#### Section 4 – Harnesses, Tack & Saddlery

In the event that, during the **period of insurance**, **you** suffer loss or damage to **tack and saddlery** belonging to **you**, **we** will pay the **market value** at the time of loss, not exceeding the **sum insured** stated on the **certificate**, for all physical loss or damage, including theft, but excluding fair wear and tear.

#### Definitions applicable to Section 4 – Harnesses, Tack & Saddlery

##### **Tack and Saddlery:**

Saddles, stirrup leathers, stirrup irons, bridles, harnesses, bits and other riding equipment, restricted specifically to those items normally attached to the **horse** whilst being used for the activities shown on the **certificate**.

Proof of purchase (receipts and/or invoices) for the **tack and saddlery** will be required to evidence **your** ownership of the items in the event of a claim.

#### Conditions applicable to Section 4 – Harnesses, Tack & Saddlery

- 1 In order for coverage under this **Section** to be effective, there must have been no thefts or attempted thefts of any of **your** property during the twelve months immediately prior to the **period of insurance**.
- 2 **You** must take all reasonable precautions (see Exclusion 7 under Exclusions applicable to Section 4 – Harnesses, Tack & Saddlery for an explanation of “reasonable precautions”) to prevent loss or damage and to ensure the safety of **your tack and saddlery**.
- 3 **You** must immediately report any loss of **tack and saddlery** to the police, and **you** must strictly follow their recommendations. **You** should also obtain a crime report from the police, detailing the items lost and a Crime Reference Number (CRN).
- 4 **You** must immediately report any theft or disappearance of **tack and saddlery** to **us**.
- 5 We will not pay any claim under this Section for theft of **tack and saddlery** until 30 days after the theft is reported to **us** and then only in the event that the **tack and saddlery** has not been recovered during that period.
- 6 **We** will not pay more than the **market value** of the **tack and saddlery** at the time of the loss, but in any case the amount paid will not exceed the **sum insured** declared on **your certificate**.
- 7 In the event of any payment under this section, the Insurer reserves the right to take title and possession of the Tack or Saddlery if it is subsequently recovered.
- 8 If the **sum insured** for **tack and saddlery** as stated on the **certificate** is:
  - a greater than £7,500 in total; or
  - b if more than 10 horses are kept at the premises;the room/container in which the **tack and saddlery** is kept must have a professionally-fitted and maintained, monitored burglar alarm installed which must be activated at all times when the premises are not attended.

#### Exclusions applicable to Section 4 – Harnesses, Tack & Saddlery

This Section does not cover:

- 1 The **excess** for this Section, as stated on **your certificate**.
- 2 Any clothing or personal effects.
- 3 Any horse rugs or blankets.
- 4 Any loss or damage caused by moth, vermin, wear and tear, gradual deterioration or atmospheric conditions.
- 5 Any damage to, or deterioration of, any item of **tack and saddlery** caused by the actual process of dyeing, cleaning, repair or renovation.
- 6 Any loss or damage resulting from **riding school** use, except when **you** are the pupil.
- 7 Theft, other than from:
  - a a totally enclosed and secure building, the door(s) of which are secured by a 5-lever mortice deadlock and the windows securely locked, or;
  - b a metal storage container which has been secured in place and is secured by a 5-lever mortice deadlock or with a closed shackle padlock.
- 8 Any theft where there is no sign of forced entry into the premises, building or container.

- 9 Any theft from any **riding school** or other commercial premises with more than 10 horses, unless the **tack and saddlery** is owned by the clients of the business and the storage area is secured by a 5-lever mortice deadlock, and a burglar alarm installed, which must be activated at any time when the premises are not attended.
- 10 Any theft of **tack and saddlery** from any motor vehicle, except where forced entry to the vehicle has been used to gain access to the **tack and saddlery**.
- 11 Any accidental damage to a saddle tree unless the damage includes visible external damage to the saddle.

#### Section 5 – Horse Trailers/Horse-Drawn Vehicles

In the event that, during the **period of insurance**, **you** suffer loss or damage to the horse trailer(s) or horse-drawn vehicle(s) identified on the **certificate**, **we** will pay the **market value** at the time of loss, not exceeding the **sum insured** stated on the **certificate**, for all physical loss or damage, including theft, but excluding fair wear and tear.

This Section does not cover any loss or damage which is insured by any another insurance policy..

#### Conditions applicable to Section 5 – Horse Trailers/Horse-Drawn Vehicles

- 1 **You** must take all reasonable precautions (see Condition 2 under Conditions applicable to Section 5 – Horse Trailers/Horse-Drawn Vehicles for an explanation of “reasonable precautions”) to prevent loss or damage and to ensure the safety of the trailer or vehicle.
- 2 The horse trailer or horse-drawn vehicle must be immobilised with a hitch lock and/or wheel clamp when not in use, unless **your** trailer or vehicle is kept in a totally enclosed and secure building, the door(s) of which are secured by a 5-lever mortice deadlock and the windows securely locked.
- 3 There must have been no thefts or attempted thefts of any of **your** property from the premises at which the vehicle is kept during the twelve months immediately prior to the start of the **period of insurance**.
- 4 **You** must immediately report any loss to the police, and you must strictly follow their recommendations. You should also obtain a crime report from the police, detailing the items lost and a Crime Reference Number (CRN).
- 5 **You** must immediately report any theft or disappearance to **us**.
- 6 **We** will not pay any claim under this Section for any loss by theft or unlawful removal until 30 days after the theft is reported to **us** and then only in the event that the item has not been recovered during that period.
- 7 In the event of any loss under this Section, **we** will not pay more than the **market value** of the horse trailer or horse-drawn vehicle at the time of the loss, but the amount paid will not exceed the **sum insured** declared on **your certificate in any case**.
- 8 In the event of any payment under this section, **we** reserve the right to take title and possession of the horse trailer or horse-drawn vehicle if it is subsequently recovered.

#### Exclusions applicable to Section 5 – Horse Trailers/Horse-Drawn Vehicles

This Section does not cover:

- 1 The **excess** for this Section, as stated on **your certificate**.
- 2 Any losses or costs incurred due to wear and tear, rusting or oxidation, gradual deterioration and damage caused by any process of cleaning, repair or renovations.
- 3 Mechanical or electrical breakdown or derangement.
- 4 Damage to tyres by:
  - a the application of brakes;
  - b road punctures;
  - c tyre cuts;
  - d tyre bursts;
  - e malicious acts, or;
  - f thefts or any conversion.
- 5 Accidental damage in respect of horse drawn vehicles occurring during competitions, trials and cross country events and any training for these events.
- 6 Legal Liability to third parties.
- 7 Damage or loss of any security equipment e.g. wheel clamps.

## Section 6 – Personal Accident Insurance

In the event that, during the **period of insurance**, any person handling, riding, driving, mounting or dismounting the **horse** with **your** permission sustains a **bodily injury** due to an **accident** involving the **horse**, **we** will compensate that person or that person's Executors or Administrators, according to the Benefit Scale below, provided that:

- 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 of the compensation has been ascertained and agreed.
- 2 The total amount paid under this Section in respect of any one or more **accidents** to any one person will not exceed, during the **period of insurance** in which the accident occurred, 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.

### Definitions applicable to Section 6 – Personal Accident Insurance

**Accident:** An unforeseen or unexpected and unfortunate occurrence involving **your horse**, which the person is handling, riding, mounting or dismounting at the time the **accident** occurred.

**Bodily Injury:** Harm suffered which:

- a is sustained by the person during the **period of insurance**, and
- b is caused by an **accident**, and
- c is independent of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, which occasions death or disablement of the person within twelve calendar months from the date of the **accident**.

**Medical Practitioner:**

A doctor registered with a licence to practise from the General Medical Council (GMC).

**Permanent Total Disablement:**

Disablement which entirely prevents the disabled 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.

<b>Benefit Scale</b>	<b>Scale 1</b>	<b>Scale 2</b>
Death (from the age of 5 years old up to the 16 <sup>th</sup> birthday)	£5,000	£10,000
Death (from date of 16 <sup>th</sup> birthday to 75 years old)	£10,000	£20,000
<b>Loss of Limb</b>	£10,000	£20,000
Loss of sight in one or both eyes	£10,000	£20,000
Deafness in both ears	£10,000	£20,000
<b>Permanent Total Disablement</b>	£10,000	£20,000
Dental work The maximum is in respect of any one <b>accident</b> , with an excess of £100 per claim.	£1,000	£2,000

### Conditions applicable to Section 6 – Personal Accident Insurance

- 1 In the event of the person suffering an **accident** to their head or neck, the amount of any compensation payable under this Section will be reduced by 20% where current BSI/European approved headgear was not being worn at the time of the **accident**.
- 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 the disability or condition had not existed.

- 3 **We** must be notified as soon as possible of any **accident** involving the **horse** to any person which causes or may cause **bodily injury**.
- 4 The person who has suffered the **accident** must as soon as reasonably possible place themselves under the care of a **medical practitioner**.
- 5 **We** 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** involving the **horse**.

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

#### Exclusions applicable to Section 6 – Personal Accident Insurance

This Section does not cover:

- 1 Any person suffering:
  - a **Bodily injury** occurring as a result of naval, military or air force service or operations;
  - b **Bodily injury** occurring as a result of horse riding activities anywhere outside territorial limits; or
  - c **Bodily injury** occurring as a result of riding in any kind of race which is run under British Horseracing Authority (BHA) Rules, with the exception of events under Arabian Racing Organisation Limited (ARO) rules or racing under Pony Club rules.
- 2 **Bodily injury** occurring as a result of suicide, attempted suicide or intentional self-injury or to any person who is in the state of insanity.
- 3 **Bodily injury** occurring as a result of deliberate exposure to exceptional danger (except in an attempt to save human life) or the person's own criminal act.
- 4 **Bodily injury** occurring to any person under the influence of alcohol or drugs.
- 5 **Bodily injury** occurring as to any person under 5 years old or over 75 years of age.

#### Section 7 – Legal Liability to Third Parties

This section covers **you** against legal liability for claims made against **you** for:

- a accidental bodily injury or disease (fatal or non-fatal) to other persons.
- b accidental loss or damage to material property

up to the maximum limit of liability stated on the **certificate**, where such injury, disease or loss is caused by, through, or arises in connection with, the **horse**, and where such injury, disease, loss or damage occurs during the **period of insurance**.

In addition, with **our** prior written consent, **we** will pay any costs and expenses incurred by **you** with the intention of either defending **us** from, or minimising **our** possible loss(es).

In addition, coverage under this Section is extended to any person who has the **horse** in their custody or control with **your** permission.

#### Conditions applicable to Section 7 – Legal Liability to Third Parties

- 1 **You** must immediately notify **us** of any event(s) which may lead to a potential or possible claim as soon as possible by telephone, e-mail, the KBIS Claims app or fax.
- 2 **You** must not admit any liability or agree to settle any claim made against **you** without **our** written consent.
- 3 **We** will be entitled to take over and conduct in **your** name the defence of any claim made against **you** and to prosecute in **your** name for **our** benefit.
- 4 **We** will have full discretion in any conduct of any negotiations and proceedings in the settlement of any claim against **you** or any other party covered by this policy by extension.
- 5 **You** must immediately send any documents relating to a possible claim to the Insurer on receipt and must not reply to any of these documents.
- 6 **Your** policy does not cover any loss or damage which, at the time of the loss or damage, was covered by any other insurance policy, except in respect of any **excess** which **you** pay under the other insurance policy.

## Exclusions applicable to Section 7 – Legal Liability to Third Parties

This Section does not cover:

- 1 The **excess** for this Section, as stated on **your certificate**.
- 2 **Bodily injury** sustained by any person arising out of, and in the course of, their employment by **you** under a contract of service or apprenticeship.
- 3 Loss or damage to property owned by, or in the care, custody or control of, **you** or members of **your** 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 **horse** is being ridden.
- 7 Liability directly or indirectly arising through, or in connection with, the use, ownership or possession by, or on **your** behalf, of any mechanically propelled vehicle, aircraft, ship, vessel or craft.
- 8 Liability attaching to any riding school or any other business that has care, custody or control of the **horse**.
- 9 **Bodily injury** sustained by any members of **your** family or household.
- 10 **Bodily injury** sustained by any person riding or using the **horse** if you are remunerated for such use of the **horse** in any way, including by exchange for keep or livery of the **horse** or for another horse in your ownership.

## Important Information

- 1 **You** can purchase insurance coverage for the **horse** from the age of:
  - 24 hours for Section 1 - Death, Theft & Straying;
  - 90 days for Section 3 – Veterinary Fees, and
  - 3 years for Section 2 – Permanent Loss of Use.
- 2 The maximum age for insurance coverage of any **horse** is 30 years, unless otherwise agreed.
- 3 All policies may be subject to additional conditions or exclusions made by **us**, if applicable; these will be stated on **your certificate**.
- 4 **You** may be invited to renew **your policy** each year but **we** are not obligated to offer a renewal of **your** insurance coverage.
- 5 In the event that **you** make a claim on the **policy your** annual premium must be paid in full and no return premium will be given if **you** or **we** later cancel **your** policy.
- 6 If **you** decide to cancel **your policy**, and **you** have not made a claim:
  - a If **you** decide not to continue with the **policy** within 14 days of the **period of insurance**, a full refund will be provided.
  - b If **we** receive information after the **period of insurance** has started which causes **us** to apply restrictions or exclusions to **your policy**, **you** may cancel the policy within 14 days of being advised of the restrictions or exclusions with no charge.
  - c Should **you** choose to cancel **your policy** after the 14-day period has lapsed, **you** must contact **us** on 01635 247474 or 0345 230 2323 to advise of cancellation. **You** will receive a refund of any premium already paid which relates to the period after cancellation, after deduction of a reasonable administration charge.

## How we will use your Data

- Please be aware that telephone calls may be monitored and recorded.
- **Your** details will be stored on **our** computer system only for the purposes of administering **your** policy or marketing other KBIS products where you have given **us** permission, and the information will not be kept any longer than is necessary.
- **We** are **only** permitted to discuss **your** personal details with **you**. If **you** would like anyone else to act on **your** behalf please inform **us** as soon as possible.
- **We** may share **your** details with other companies, directly or through a number of databases for the purposes of verifying the information **you** give and also to help prevent fraud.
- In the event of a claim, **we** may pass **your** information to selected third party advisors or suppliers for the sole purpose of administering your claim.
- Under the rules of the General Data Protection Regulations **you** are entitled to a copy of all the information **we** hold about **you**.

### Language and law applicable to the policy

The parties to this insurance contract are free to choose the law applying to it, absent contrary provision under that applicable law. However, unless there is mutual such agreement, the applicable law shall be the law of that jurisdiction where the Policyholder resides. The courts having jurisdiction over any dispute or difference in relation to a Policy or claim thereunder shall be those of the jurisdiction whose law is determined to be applicable, as aforesaid.

### How to make a claim

**You** must report any **incident** whatsoever, whether or not **you** believe such **incident** may later lead to a claim, to **us** as soon as possible by telephone, e-mail, the KBIS Claims app or fax.

**You** may obtain a claim form by calling 01635 247474 or emailing [ask@kbis.co.uk](mailto:ask@kbis.co.uk).

**You** must complete a claim form **we** send **you** (or that **you** download from **our** website) for each claim.

### How to make a complaint

#### Initiating your complaint

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

If **you** feel that **our** service has not met **your** expectations, please contact **us** as soon as possible at:

The Complaints Officer  
KBIS Ltd  
Cullimore House  
Peasemore  
Newbury  
Berkshire RG20 7JN  
Tel: 01635 247474  
Email: [ask@kbis.co.uk](mailto:ask@kbis.co.uk)

**We** will confirm receipt of **your** complaint by telephone or email by the next working day, and do **our** best to resolve the problem within 3 working days from the date **we** receive **your** complaint.

If **we** are unable to resolve **your** complaint within 3 working days, **we** will send **you** a communication, either verbally, by email or in the post (depending on the method of communication **you** prefer) within 5 working days explaining why **we** have been unable to resolve **your** complaint, and the steps **we** intend to take to resolve the issue as rapidly as possible.

**We** aim to conclude **our** enquiries and provide a Final Response Letter to **you** within 8 weeks from the date **your** complaint was received. **We** will keep **you** regularly informed of **our** progress towards resolving **your** complaint, and may need to contact **you** during this time to request or verify information relating to **your** complaint.

### Financial Ombudsman Service (FOS)

If the differences between **you** and **us** remain unresolved, or **you** have not received a Final Response Letter from **us** within 8 weeks from the date **your** complaint was received, **you** may refer **your** complaint to the FOS. **You** can also ask the FOS to review **your** complaint if for any reason **you** are dissatisfied with **our** Final Response, or if a Final Response Letter has not been issued within 8 weeks from the date **your** complaint was received.

Details for contacting the FOS are:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Tel: 0800 023 4567 from a landline or 0300 123 9123 from a mobile  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that **you** have six months from the date **you** receive **our** Final Response Letter in which to refer **your** complaint to the FOS. The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS will only consider complaints after **we** have issued a Final Response, or if a Final Response Letter has not been issued to **you** within 8 weeks from the date of **your** complaint. Following this procedure will not affect **your** legal rights.

Please quote **your** policy number in any communication with the FOS.

#### Financial Services Compensation Scheme

If **we** are unable to meet **our** 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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 are sold and administered by KBIS Ltd, (registered in England, No. 2208091). Registered office: Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN. KBIS Ltd is authorised and regulated by the Financial Conduct Authority (Financial Services Register No 300861).

The underwriter for sections 1 to 6 of this policy is QIC Europe Limited, reference number: 3800055 0 2018

QIC Europe Limited's registered office is: The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, Malta and QIC Europe Limited are authorised by the Financial Conduct Authority (Financial Services Register No. 659521) and authorised and regulated by the Malta Financial Services Authority (No. C67694).

The underwriter for section 7 of this policy is Liberty Mutual Insurance Europe Limited, reference number B1165B000518000

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