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# Bloodstock Equine Policy

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Effected through  
KBIS British Equestrian Insurance

**This Contract** is issued in consideration of the premium specified herein, and a written proposal, bearing the date stated in the Schedule, which is agreed to be the basis of this contract and to be considered as incorporated in this Contract.

**The liability** of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

**In Witness** whereof this Contract has been signed at the place stated and on the date specified in the Schedule by

**Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.**

The use of the word "his" "him" or "he" means: his, him, he, her, she, their, them or they, as applicable.

## **GLOSSARY**

As used herein:

1. **FAIR MARKET VALUE** means:  
The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.
2. **HORSE** means:  
Whole or part interest of the HORSE or HORSES specified in the Schedule.
3. **HUMANE DESTRUCTION** means:
  - a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARY SURGEON appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or
  - b) that the HORSE incurs an injury and a VETERINARY SURGEON appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARY SURGEON by the Underwriters.
4. **INSURED** means:  
The person(s), partnership, corporation or organisation specified in the Schedule.
5. **VETERINARY SURGEON** and/or **VETERINARIAN** means:  
A veterinary surgeon experienced in equine practice with a currently valid licence, issued by the appropriate governing agency, allowing him to practise veterinary medicine.
6. **POST-MORTEM** means:  
A post-mortem, which shall include a necropsy examination, made by a VETERINARY SURGEON including, but not limited to establishing the identity, the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.
7. **CLAIMING RACE** means:  
Any claiming, selling, auction, combination or other type of race in which the ownership interest of the HORSE can change.
8. **BASIC COVER** means:  
Cover in the event of the death or HUMANE DESTRUCTION of the HORSE.

## **INSURING AGREEMENT**

The Underwriters agree that, subject to the following terms, conditions and exclusions, in the event of the death or HUMANE DESTRUCTION of the HORSE:

- a) during the period of this Insurance; or
- b) for insurances with an annual period or longer, within ninety (90) days after the expiry of this Insurance as a result of any accident, injury, illness or disease first occurring and first manifesting itself during the period of this Insurance, and subject to written notice of such accident, injury, illness or disease having been given immediately to the Underwriters and in any event before the expiration of this Insurance, the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of first manifestation of the accident, injury, illness or disease causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

## **INSURED'S AGREEMENT**

The INSURED agrees:

- a) to adhere to all of the terms and conditions of this Insurance;
- b)
  - i) that a breach of any such term or condition expressed to be a condition precedent to liability shall release the Underwriters from liability; and
  - ii) that a breach of any term or condition not expressed to be a condition precedent to any liability may render the claim to which that breach relates null and void.

A breach of b) above is deemed to have occurred whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE.

## EXCLUSIONS

1. In the event that the HORSE is subject to a government or public or local authority quarantine and/or restriction order relating to an outbreak or suspected outbreak of a disease, this insurance does not cover death, intentional slaughter or HUMANE DESTRUCTION of the HORSE directly or indirectly attributable to said disease.

2. This Insurance does not cover intentional slaughter of the HORSE.

The Underwriters will not invoke this exclusion:

- a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or
  - b) subject always to Exclusion 1, in the case of HUMANE DESTRUCTION; or
  - c) where the HORSE is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the responsible authority at the time and later confirmed by a sworn statement by said authority that in his opinion the HORSE was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
    - a) any surgical operation unless conducted by a VETERINARY SURGEON and certified by him to have been necessitated solely by accident, injury, illness or disease occurring during the period of this 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 experienced personnel directed by him) and certified by that VETERINARY SURGEON to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
    - c) malicious or wilful injury or criminal or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, VETERINARY SURGEONS, bailees or other persons who have care, custody or control of the HORSE; or
    - d) failure by the INSURED his 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 that specified in the Schedule.
  4. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
    - a) nuclear reaction, nuclear radiation or radioactive contamination; or
    - b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
    - c) war, 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 HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 4 (a), (b), or (c) shall be upon the INSURED.

## CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

This condition precedent shall also apply in respect of:

- a) any additional sums insured on the HORSE already insured; and/or
  - b) any HORSE added to this Insurance; and/or
  - c) any other extension of or addition to coverage.
- In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.
2. The Underwriters' acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by the Underwriters as a satisfactory substitute for a Veterinary Certificate, submitted in connection with the INSURED's proposal for Insurance or any extension of or addition to coverage on the HORSE shall neither remove nor reduce the requirement of full compliance with Condition 1 in respect of the HORSE. However, if the Underwriters have accepted a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by the Underwriters as a satisfactory substitute for a Veterinary

Certificate, then the burden of proving that the HORSE was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the HORSE under this Insurance shall be upon the Underwriters.

3. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, extension or addition to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.
4. In the event of the HORSE being operated upon for castration or spaying, this Insurance shall cease to cover such HORSE at midnight, local time, immediately prior to the day of such operation. The INSURED shall be entitled to a pro rata return of premium on the HORSE.
5. In the event that at any time during the period of this Insurance the HORSE is:
  - a) entered or raced in any CLAIMING RACE in which the INSURED's interest in the HORSE as specified in the Schedule could have been claimed or sold at a price that is less than the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to the lowest amount for which the INSURED's interest in the HORSE as specified in the Schedule could have been claimed or sold in such race; or
  - b) entered but not sold in a public auction and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid in such public auction for the INSURED's interest in the HORSE as specified in the Schedule, then the Underwriters' limit of liability specified in the Schedule shall automatically be reduced upon the HORSE leaving the sale ring to the highest amount bid in such public auction for the INSURED's interest in the HORSE as specified in the Schedule.In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which the Underwriters' limit of liability shall have been reduced, calculated on a pro rata basis from the date of such reduction.
6. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the geographical limits stated in the Schedule.
7. It is a condition precedent to any liability of the Underwriters that:
  - a) in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to the HORSE, the INSURED shall immediately, at his own expense, employ a VETERINARY SURGEON and, if required by the Underwriters, allow removal of the HORSE for treatment; and
  - b) in the event of the death or HUMANE DESTRUCTION of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARY SURGEON and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and
  - c) in the event of either 7a) or b), the INSURED shall immediately give notice to the person or persons specified for the purpose of notification in the Schedule, who will instruct a VETERINARY SURGEON on the Underwriters' behalf, if deemed necessary;
  - d) the Underwriters have the right to have a POST-MORTEM carried out by their VETERINARY SURGEON at their own expense.
8. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.
9. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed Claim Form and Release within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.
10. The INSURED shall at all times co-operate with the Underwriters and their representatives in the investigation and adjustment of any actual or potential claim by:
  - a) providing immediately upon request by the Underwriters or their representatives access to any person(s), copies and originals of all veterinary records whether held by the INSURED, or by VETERINARY SURGEONS or other third parties; and
  - b) providing immediately upon request by the Underwriters or their representatives all information relating to the condition, history, performance, value or otherwise of the HORSE which the Underwriters or their representatives may reasonably require; and
  - c) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters or their representatives;

If there is any lack of such co-operation causing prejudice to the Underwriters, any claim by the INSURED will be diminished or extinguished to the extent of that prejudice.

11. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the Underwriters have agreed to endorse any other insurance to this Insurance, then the Underwriters shall only be liable for their proportion of the FAIR MARKET VALUE in the same ratio as the Underwriters' limit of liability on this Insurance bears to the total amount of all insurance coverage on the HORSE for death or HUMANE DESTRUCTION, whether valid or collectable or not.

12. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardise or extinguish the rights against a third party or parties to which the Underwriters are subrogated, and shall take all necessary steps to preserve such rights.

The Underwriters shall be entitled to all recoveries from third parties until the amount of the Underwriters' payment under this Insurance has been satisfied in full plus any entitlement to interest from the date of payment of a claim before any monies are paid to the INSURED for his uninsured loss, if any.

Any sums or property received by the INSURED that are due to the Underwriters under their rights of subrogation shall be held on trust for the Underwriters and shall, subject in respect of a recovery of the HORSE to Additional Theft Condition f) below, immediately be paid and/or delivered to the Underwriters following receipt.

13. This Insurance is null and void from inception and the Underwriters are released from all liability hereunder if the INSURED or anyone acting on behalf of the INSURED has:

- a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or
- b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

14. Cancellation

a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

1 month: 20% of annual rate	6 months: 70% of annual rate
2 months: 30% of annual rate	7 months: 75% of annual rate
3 months: 40% of annual rate	8 months: 80% of annual rate
4 months: 50% of annual rate	9 months: 85% of annual rate
5 months: 60% of annual rate	over 9 months: 100% of annual rate

Plus any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgery, transit and foals.

b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation. Plus any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgery, transit and foals.

c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

15. Where the Underwriters shall have admitted in writing the validity of a claim but there remains a dispute between the Underwriters and the INSURED as to the FAIR MARKET VALUE of the HORSE consequently payable hereunder, then that dispute is to be resolved by Arbitration, as follows:

a) There shall be a sole Arbitrator who shall be disinterested, being the person selected by the INSURED from a list, current at the time of selection and as maintained by the Underwriters, of a minimum six (6)

individual members of the Federation of Bloodstock Agents (G.B.) Ltd, a copy of such list being at all times available to the INSURED and his Brokers;

- b) Within twenty eight (28) days of notification by the INSURED to the Underwriters of the appointment of the selected Arbitrator, the INSURED and the Underwriters shall each submit to the Arbitrator and to each other such evidence and submissions on value as they wish to make, each then having a further fourteen (14) days to respond thereto;
  - c) Thereafter the Arbitrator shall proceed to determine by way of award the FAIR MARKET VALUE of the HORSE;
  - d) The INSURED and the Underwriters agree unconditionally to accept the award of the Arbitrator, and that there is no appeal (other than as cannot be excluded by agreement), payment to be made in the amount of the FAIR MARKET VALUE thus awarded by the Underwriters to the INSURED within twenty one (21) days of the Award;
  - e) If the Underwriters and the INSURED have each provided the other prior to the Arbitration with a figure which they would respectively be prepared to pay or accept, then the party whose figure is furthest from the FAIR MARKET VALUE as awarded by the Arbitrator will pay all fees and expenses of the Arbitrator; in the event of no such figures having been provided then those fees and expenses will be divided equally, the INSURED's proportion (if any) being deducted from the amount payable by the Underwriters to the INSURED pursuant to the award.
  - f) This Arbitration Clause is exclusive, so that neither the INSURED nor the Underwriters may bring suit as to the FAIR MARKET VALUE of the HORSE in any other forum.
16. The law and jurisdiction applicable to this Insurance contract are as stated in the Schedule.
17. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve (12) months from the date of the loss of the HORSE.
18. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

**ADDITIONAL COVERAGE: THEFT**

This Insurance also covers the following losses which occur during the period of this Insurance:

- (i) theft of the HORSE; or
- (ii) death or HUMANE DESTRUCTION of the HORSE directly resulting from theft of the HORSE.

BUT, IN ADDITION TO THE PRECEDING TERMS, CONDITIONS AND EXCLUSIONS, THIS INSURANCE IS SUBJECT TO THE FOLLOWING:

**ADDITIONAL EXCLUSION**

This Insurance does not cover any loss directly or indirectly arising from unexplained disappearance, escape or voluntary parting of possession of or title to the HORSE as a result of the INSURED, or other persons who have care, custody or control of the HORSE, being induced by fraud, trickery or similar false pretences.

**ADDITIONAL CONDITIONS**

- a) It is a condition precedent to any liability of the Underwriters that prior to the commencement date of this Insurance there has been no theft or attempted theft of the INSURED's equine property, or threat against the INSURED or the INSURED's equine property whether insured hereunder, insured elsewhere or uninsured.
- b) No liability arises under this Insurance for loss of the HORSE by theft until ninety (90) days after the incident is reported to the Underwriters and then only in the event that the HORSE has not been recovered during that period.
- c) It is a condition precedent to any liability of the Underwriters that the INSURED will immediately report the theft of the HORSE to the Underwriters and to the local Police and follow strictly their recommendations.
- d) Should the INSURED pay or promise to pay a ransom or give similar assurances of any such nature to any third party the Underwriters shall be released from all liability under this Insurance.
- e) In the event of a loss under this Insurance, the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the theft, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

- f) In the event of any payment under this Insurance, the Underwriters reserve the right to take title and possession of the HORSE if the HORSE subsequently is recovered.
- g) In the case of a mare, no coverage is afforded for any embryo within the mare or for any of her foals, unless such embryo or foal is separately insured under this Insurance.

**LIVESTOCK TRANSIT CLAUSE (APPLICABLE TO SEA TRANSITS) HGL168**

1. This Insurance extends during transit to include All Risks of death, jettison and/or washing overboard, theft and/or non delivery, including destruction for humane reasons.
2. In addition to the indemnity provided by the Policy this Insurance shall pay General Average and Salvage Charges, Special Charges and Sue and Labour and all Extra Expenses for which the Assured shall be liable in consequence of delay and/or accident to vessel or craft and/or any other cause to ensure completion of the venture.
3. The Assured shall not be prejudiced by any agreement exempting Lighterman and/or Shipowners from liability.
4. This Insurance shall remain in force during:-
  - (a) deviation, delay beyond the control of the Assured, forced discharge, reshipment and transhipment,
  - (b) any other variation or failure of the venture arising from the exercise of a liberty granted to the Shipowner or Charterer under the Contract of Affreightment.
5. It is warranted free of claim for injury from any cause whatsoever, inoculation and its after effects, prohibition of import or export or failure to pass tests or slaughter by the order of any Government or Public or Local Authority or any person or body having jurisdiction in the matter or control of infectious disease.
6. It is a condition of this Insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
7. It is warranted the animal(s) insured shall be in sound health and free from any injury or physical disability whatsoever at the time of commencement of the insured transit.

**EQUINE TWELVE MONTHS EXTENSION CLAUSE**

Subject to all of the terms, conditions and exclusions of the Insurance to which this clause is attached, it is understood and agreed that the 90 day extension period referred to in the "Insuring Agreement" shall be further extended until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of 365 days after the actual date of the aforementioned accident, injury, illness or disease.

In the event of the HORSE being over 13 years of age at the expiration of the original 90 days extension period, then the Underwriters' limit of liability as specified in the Schedule shall be reduced by the following: 25% if a 14 year old, 33% if a 15 year old, 40% if a 16 year old, and 50% if a 17 year old.

This extension clause shall not apply to the HORSE if, at the expiration of the original 90 days extension period, the HORSE is 18 years old or over.

Words and terms appearing in all capital letters (other than headings), are defined in the L.E. (U.K.) Equine Insurance Form, of which this extension clause is part NMA 2908 23/11/00

**LIVESTOCK CLAUSE (AVIATION) (APPLICABLE TO AIR TRANSITS)**

Notwithstanding anything contained herein to the contrary this Insurance extends to include the stock described in the schedule hereto:-

Whilst on board or being loaded into or unloaded from an Aircraft licensed for Passenger and/or Cargo carrying, from Aerodrome to Aerodrome whilst being transported between the places described in the Insurance to which this clause is attached.

It is understood and agreed that the stock is also covered against the risk of Jettison, Theft, Maintenance due to an Accident or Mishap or to a Forced Landing or Mechanical break-down of the Aircraft carrying the said stock and slaughter of the stock by Authorities for the safety of the Aircraft, Passengers or Crew.

It is warranted that the said stock is not loaded on any Aircraft with any other stock to which they may have a natural antipathy.

It is a condition that the stock is in good state of health at commencement of risk with liberty to be exercised only under control of any port of call.

It is a condition that all claims are subject to confirmation by a responsible Official giving particulars and apparent cause of death.

Exclusions:- Applicable to Air Transit Extension.

This Policy excludes any loss, damage or accident resulting from:

- (a) Willful misconduct or negligence of the Assured his Employees or Agents.
- (b) the Assured his Employees or Agents having caused or suffered anything to be done whereby the risks hereby insured against are or may be increased.
- (c) An accident occurring beyond the geographical limits specified in the Insurance hereto.
- (d) Any breach of Law by the Assured.
- (e) The omission or failure of the Assured his Employees or Agents, to comply with any order or instruction of the Pilot or other person in supreme authority and control over the Aircraft.
- (f) Prohibition of import or export or failure to pass tests.
- (g) War, civil war, insurrection, riots, strikes, civil commotions, military or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of what nation, condition or quality whatsoever.

All other Policy terms and conditions remain unaltered.

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### **GASTRO-INTESTINAL SURGICAL EXTENSION**

Underwriters hereon agree to reimburse the Insured for reasonable and customary fees incurred in respect of the following:-

1. Surgical procedures performed to save the life of an insured animal as a result of the Gastro-intestinal disorders
2. After-care costs whilst the animal is retained at the surgical premises.

#### **Limits of Liability**

Maximum of £4000 but not exceeding the sum insured of the horse under the mortality policy to which this extension attaches, in respect of gastro-intestinal surgery plus after-care per animal per year. The amount paid under this section of the cover is deducted from any subsequent mortality claim payment, which may be later paid under the policy terms.

For Example: If your horse has Gastro-intestinal surgery resulting in a claim payment under this wording of £3,000 during the policy period and the horse is insured for £20,000 and later becomes a claim under the mortality section for any reason (not necessarily associated with the gastro-intestinal surgery), during the same policy period, the amount settled will be limited to £17,000.

After-care post surgery will apply up to a maximum of 7 days from date of original or initial (should subsequent procedures be required) surgical procedure.

Total Indemnity under this extension and mortality policy to which this attaches not to exceed the sum insured per animal as stated in the schedule.

#### **Deductible**

A £250.00 deductible shall apply to each and every claim during the Policy period.

The following documentation will be required to substantiate a claim:-

1. Veterinary Report confirming condition of animal and details of surgery performed.
2. Fully detailed Veterinary Bills and/or Accounts relating to the surgical procedure and any hospitalised after-care.

This extension does not provide coverage for the following:-

1. Any surgery performed by an unlicensed Veterinarian.
2. Any surgery not performed in a surgical clinic or a school of veterinary medicine.
3. Pre-existing conditions, directly or indirectly associated with gastro-intestinal disorders – e.g. Laminitis whether or not diagnosed or treated prior to the inception date of the Policy.
4. Any costs incurred in respect of examination and/or treatment of the insured animal unless incurred in conjunction with the surgical procedure being claimed for.
5. Voluntary or elective (ie, non life-threatening) surgical procedures.
6. Death/Autopsy benefits, i.e. the costs of justifying Mortality claim under the Policy.

**All other policy terms and conditions to which this extension attaches remain unaltered.**

### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on

behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NMA2920 08/10/2001**

#### **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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NMA1622

#### **WOBLER SYNDROME CLAUSE**

**(For attachment to Equine Policies, excluding USA)**

##### **Definitions**

Wobbler syndrome: - HORSE is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

##### **Grade Levels Definition**

0 = Neurologically normal.

1 = Neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.

2 = Neurological defects readily seen at walk.

3 = Neurologically worse defects and a HORSE may stumble or fall with manipulation.

4 = HORSE may fall at normal gaits.

5 = Recumbent.

**Subject to all of the terms, conditions and exclusions of the Insurance to which this clause is attached**, the Underwriters will indemnify the INSURED in the event of the HORSE being diagnosed during the period of the Insurance as suffering from the condition known as wobbler syndrome of a minimum level of Grade 3, which is deemed to be chronic and progressive in nature, as defined herein and subject to the conditions stated below.

##### **CONDITIONS**

- a) It is a condition precedent to any liability of the Underwriters that the diagnosis of wobbler syndrome be supported by an up to date negative test for Equine Protozoal Myelitis and radiographic &/or myelographic evidence where deemed necessary (during the period of this Insurance) confirming wobbler syndrome (as defined above) and that this is deemed by both the INSURED's and the Underwriters' Veterinary Surgeon to be chronic in nature and progressive and of a minimum level of grade 3 as stated above.
- b) This Insurance is extended to cover death or destruction for humane reasons of the HORSE directly caused by, happening through, in consequence of or contributed to by a surgical operation conducted by a Veterinary Surgeon and certified by him to have been necessitated solely by the radiographic &/or myelographic evidence in a) above.
- c) It is a condition precedent to any liability of the Underwriters that in the event of any uncertainty or dispute between the INSURED's and the Underwriters' Veterinary Surgeon as to whether the wobbler syndrome condition confirmed by radiographic &/or myelographic evidence is chronic in nature and progressive and of a minimum level of grade 3 as stated above then a third Veterinary Surgeon mutually agreed upon by the two appointed Veterinary Surgeons shall render an independent opinion which will be final and binding upon the INSURED and the Underwriters. The fees of the appointed Veterinary Surgeon shall be

- paid by the party making the appointment and the fee of the mutually agreed Veterinary Surgeon shall be apportioned equally between the INSURED and the Underwriters.
- d) In the event of a settlement by the Underwriters of a claim under this extension clause then undisputed title and ownership of the INSURED's interest in the HORSE shall pass to the Underwriters if so desired by them.

**NMA 2878**  
**23/11/00**

#### **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
    - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
    - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.
- CL 370... 10/11/2003

#### **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
  - 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- CL 380 10/11/03

#### **STALLION PERMANENT TOTAL DISABILITY EXTENSION ENDORSEMENT (For attachment to L.E. Mortality Forms)**

**GLOSSARY** (in the context of this Disability Endorsement):

As used herein:

1. **IMPOTENT** means:  
The failure of the stallion to achieve intromission.
2. **INFERTILE** means:  
Sterile.
3. **SERVING MARES** means:  
Achieving intromission.
4. **STALLION** means:  
Whole or part interest of the stallion or stallions specifically listed in the Schedule for coverage under this Endorsement.

Subject to all of the terms, conditions and exclusions of the Insurance to which this Endorsement is attached, and in consideration of the additional premium paid as stated in the Schedule, it is agreed that, notwithstanding the

Insuring Agreement b) or any other extension period, this Insurance is extended to indemnify the INSURED in the event of the STALLION becoming, during the period of this Insurance, totally and permanently:

- a) IMPOTENT; or
- b) INFERTILE; or
- c) incapable of SERVING MARES,

as a result of an accident, injury, illness or disease first occurring and first manifesting itself and reported during the period of this Insurance.

Such indemnity shall be limited to the FAIR MARKET VALUE of the STALLION immediately prior to the accident occurring or first manifestation of the injury, illness or disease giving rise to the loss, but shall not exceed the Underwriters' limit of liability specified in the Schedule.

#### **ADDITIONAL EXCLUSION**

This Endorsement shall not indemnify the INSURED for any loss arising from the death, theft or HUMANE DESTRUCTION of the STALLION.

#### **ADDITIONAL CONDITIONS**

- a) It is a condition precedent to any liability of the Underwriters that the INSURED shall comply with all of the terms and conditions of the Insurance to which this Endorsement is attached.
- b) It is a condition precedent to any liability of the Underwriters that the INSURED shall give immediate notice to the person or persons specified in the Schedule in accordance with Condition 7c) of the Insurance to which this Endorsement is attached, in the event of any indication of the STALLION being or becoming IMPOTENT, INFERTILE or incapable of SERVING MARES.
- c) Following notification in accordance with Additional Condition b) above, in the event that such accident, injury, illness or disease has not resulted in a permanent total disability until after the expiry date of this Insurance, claims shall be considered under this Endorsement providing the permanent total disability as agreed by two VETERINARY SURGEONS, one appointed by the INSURED and one appointed by the Underwriters, shall have arisen within 12 (twelve) months from the date of first occurrence or manifestation of the accident, injury, illness or disease.
- d) In the event of any uncertainty or dispute as to whether such accident, injury, illness or disease, has caused the STALLION to be totally and permanently IMPOTENT, totally and permanently INFERTILE or totally and permanently incapable of SERVING MARES, it is agreed that the uncertainty or dispute shall be referred to a panel of three VETERINARY SURGEONS. Two VETERINARY SURGEONS shall be appointed, one by the INSURED, and one by the Underwriters, and a third shall be mutually agreed upon by the two appointed VETERINARY SURGEONS. The decision of this panel in the matter shall be final and binding on both the INSURED and the Underwriters. The fees of the appointed VETERINARY SURGEONS shall be paid by the party making the appointment, and the fee of the mutually agreed VETERINARY SURGEON shall be apportioned equally between the INSURED and the Underwriters.
- e) i) In the event of a claim for 100% interest in the STALLION, the Underwriters shall, if they so elect, take undisputed ownership of the STALLION. Failure or inability to deliver undisputed ownership of the STALLION live to the Underwriters as salvage will void this Endorsement and relieve the Underwriters of all liability.  
ii) In the event of a claim for less than 100% of each and every one of the shares in the STALLION, or for less than 100% ownership interest in the STALLION if not syndicated, the Underwriters shall, if they so elect, take undisputed title to and possession of any interest in the STALLION for which claims have been made. It is understood and agreed that payment of a claim under this Insurance entitles the Underwriters to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the STALLION for which claims have been made will void this Endorsement and relieve the Underwriters of all liability.
- f) In the event of a claim under this Endorsement the Underwriters shall be subrogated to all rights and remedies which the Insured may have against third parties in connection with the said claim.

Words and terms appearing in all capital letters (other than headings), are defined in the GLOSSARY above and/or in the L.E. Equine Insurance Form, of which this Endorsement is part.

LMA5075

4 September 2007

## WIND INFIRMITY INSURANCE EXTENSION

1. In consideration of the appropriate premium having been paid the Insurers hereon agree to indemnify the Insured, to the extent of the limit of the Insurers' liability (determined and hereinafter provided) under this insurance, in the event that any **2008** foal insured hereunder having been sold at public auction in **2009** Yearling Sales at Messers. Tattersalls Ltd. and/or Tattersalls (Ireland) Ltd. and or Goffs Bloodstock Sales Ltd. and/or Doncaster Bloodstock Sales Ltd. and/or L'Agence Francaise (Deauville) shall be returned to the Insured in accordance with the respective sales company's Conditions of Sale in so far as they apply to Wind.
2. This insurance shall also extend to indemnify the Insured in the event that any **2008** foal insured hereunder shall be suffering from laryngeal hemiplegia sufficient to prevent the issue of a 'pre-sale Certificate' in accordance with the relevant Condition of Sale of Messers, Tattersalls Ltd. and/or Tattersalls (Ireland) Ltd. and or Goffs Bloodstock Sales Ltd. and /or Doncaster Bloodstock Sales Ltd. and/or Aquana governing their **2009** Yearling Sales. In the event of the Insured's veterinary surgeon finding a defect in the Wind of an insured foal as a result being unable to issue the aforementioned 'pre-sale Certificate' the Insurers shall be entitled to appoint their own veterinary surgeon to examine the insured foal, should they so desire. In the event that the Insured's veterinary surgeon and the Insurers' veterinary surgeon fail to agree over the condition of the foal's Wind the matter shall be referred to an independent veterinary surgeon mutually acceptable to both parties who will act as arbitrator. His decision shall be final and binding on both parties.
3. The limit of the Insurers' liability for **2008** foals insured hereunder shall be subject to the following limitations:  
For foals purchased at public auction  
The purchase price plus any non-recoverable V.A.T plus buyers commission (if applicable) plus a maximum of GBP 5,000 / EUR 7,500 expenses for keep, veterinary fees etc.
4. It is a condition of this insurance that all **2008** foals owned (in respect of sales purchases only) by the Insured which are being offered for sale as yearlings in **2009** are proposed for insurance hereunder unless specifically agreed otherwise by the Insurers.
5. It is warranted that any foal proposed for insurance hereunder has not been endoscopically or otherwise examined with regard to its Wind or, if so examined, that the certified result is declared to the Insurers at the inception of this insurance.
6. **In the event of the Insurers paying a claim under this extension of any foal insured hereunder the Insurers shall if they so wish take undisputed ownership of the foal concerned and all papers pertaining thereto. Failure or inability of the Insured to deliver undisputed 100% ownership of the live foal to the Insurers as salvage will void this insurance and relieve the Insurers of all liability hereunder.**
7. **In the event of a claim the Limit of Liability is either the Fall of Hammer price at Public Auction or the Sum Insured, whichever the lower.**

Any horse that has previously failed a Wind Panel, cannot, at any time, be insured for Unsoundness of Wind.

## PROSPECTIVE FOAL INSURANCE CLAUSE

### (For attachment to the L.E. (U.K.) Equine Insurance)

Subject to all of the terms, conditions and exclusions of the Insurance to which this clause is attached, and in consideration of the additional premium paid, it is agreed that the Insurance is extended to indemnify the INSURED, up to but not exceeding the Underwriters' limit of liability specified in the Schedule, in the event that:

- (i) the mare named in the Schedule, who has not given birth to a live foal during the period of this Insurance, is not in foal at the expiry of the Insurance to which this extension clause is attached; or
- (ii) the foal in utero named in the Schedule is not alive at the expiry of the Insurance to which this extension clause is attached.

## VISUAL PROOF OF LOSS REQUIREMENT

No loss shall be payable under this extension clause unless a written VETERINARY SURGEON'S report has been received and accepted by the Underwriters certifying visual inspection by the VETERINARY SURGEON of:

- a) the recently aborted foetus and evidence of the mare having recently aborted; or
- b) the delivery of the dead foal by the mare; or
- c) the death during the period of the Insurance to which this extension clause is attached, of the named live born foal; or
- d) a POST – MORTEM examination of the mare revealing the existence of an unborn foal.

### **MULTIPLE PREGNANCY EXCLUSION**

This extension clause does not cover the risk of multiple pregnancy. In the event that the mare is carrying or has aborted twins this extension clause shall be null and void and the applicable premium will be returned in full.

However, the Underwriters will not invoke this exclusion where the Underwriters shall have received and accepted in writing:

- a) two scanner reports showing negative twins diagnosis made by a VETERINARY SURGEON or other scanner operator approved by the Underwriters, taken between 15 and 50 days after the last service, but not less than 7 days apart; and
- b) an up to date manual pregnancy certificate, issued by a VETERINARY SURGEON; and

in which case:

- i) the Visual Proof of Loss Requirement is deemed deleted, and
- ii) in the event of multiple pregnancy the Underwriters will indemnify the INSURED up to but not exceeding the Underwriters' limit of liability specified in the Schedule.

**Words and terms appearing in all capital letters (other than headings), are defined in the L.E. (U.K.) Equine Insurance Form, of which this extension clause is part**

NMA2909 23/11/2000

### **SWAMP FEVER EXCLUSION CLAUSE**

In consideration of the premium paid hereon it is hereby agreed that this Insurance excludes death or destruction directly due to Equine Infectious Anaemia (Swamp Fever).

NMA 1221 11/8/60

### **AVIAN INFLUENZA EXCLUSION**

Subject otherwise to all of the terms, conditions and exclusions of the Policy to which this exclusion is attached, it is understood and agreed that this Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

LMS 5049 21/02/2005

### **E.U. DISCLOSURE CLAUSE (UK)**

#### **Notice to the Proposer/Assured**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to the English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

### **DATA PROTECTION ACT 1998**

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

**NMA 2863** (22.6.2000)

Form approved by Lloyd's Underwriters' Non-Marine Association Limited

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

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

30/03/00

NMA2852

### **SINGLE POLICY ONLY FOR COMPOSITE ASSURED**

It is hereby noted and agreed that Underwriters' liability under any and all contracts of insurance evidenced or deemed to be evidenced by this Policy shall be the liability so specified in this Policy as applicable to any one such contract and shall not (save as so specified) be varied or deemed varied by virtue of the number or type of Assureds or claims under this Policy.

Subject otherwise to the terms, conditions and limitations of this Policy.

09/97 LSW986A

01/11/02

### **IMPORTANT INFORMATION**

You can insure your horse from 24 hrs onwards for Death cover. Veterinary Fee cover is limited to claims arising from gastro-intestinal surgery only excluding the first 14 days of cover. All policies are subject to any special conditions or exclusions made by the insurers. You may be invited to renew your policy each year. Our policies are annual contracts and the terms, conditions, premiums and excesses may change each year. We will store your details on computer to administer your policy but we will not keep them any longer than necessary. Under the Data Protection Act you are entitled to a copy of all the information we hold about you and we are entitled to ask you to pay for this.

## **CANCELLATION**

### **Your Right to Cancel**

You have a statutory right to cancel the policy within 14 days starting on the later of the date you

- enter into the contract, or receive the policy documentation.

To cancel please write to Kbis at the correspondence address shown on your policy schedule. On receipt of your notice of cancellation, the Underwriters will ask you for a declaration of Significant Risk. In the declaration of Significant Risk you will confirm whether or not the horse has been involved in transit to or from any destination, racing or presented at any show or competition. The premium paid will be apportioned 12% to the Significant Risk, if applicable, and the balance to the annual cover. The Underwriters will refund a pro rata share of the premium you have paid for the annual cover.

Short term policies that have covered a specific risk are not refundable after the event.

If you do not exercise your right to cancel within the statutory period then you may cancel this policy at any other time but any refund of premium may be calculated on short period rates set out in the policy for National Hunt racing and all others are based on a pro-rata basis. If a loss is paid on the horse then no refund will be allowed.

The Underwriters may cancel your insurance at any time by mailing written notice to your address as shown in the Schedule, stating a date at least 5 days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

## **CLAIMS**

If you have a condition or event that may result in a claim under this Insurance, you should notify Kbis on 01635 247474 or

E-mail to [claims@kbis.co.uk](mailto:claims@kbis.co.uk)

## **COMPLAINTS**

If you wish to make a complaint concerning this Insurance you should **EITHER:**

Contact Kbis by telephone on 01635 247474 or in writing at Cullimore House, Peasmore, Berkshire, RG20 7JN.

We will try to deal with the issue immediately however we will contact you within 5 days of receiving your complaint to tell you what we are doing. We will try to sort out the problem and give you an answer within 4 weeks. If it will take us longer than 4 weeks we will tell you when you can expect an answer.

**OR** you can refer the matter to the Insurer(s) Complaints Department. Their contact details are:

The Compliance Officer

Catlin Insurance Company Ltd

3 Minster Court

Mincing Lane

London

EC3R 7DD

&

Markel International

Legal And Regulatory Department

The Markel Building

49 Leadenhall Street

London

EC3A 2EA

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. If we have not given you an answer in 8 weeks you can take your complaint to the Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR. This complaint procedure is without prejudice to your right to take legal proceedings.

## COMPENSATION

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an Insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **KBIS PROCEDURAL GUIDELINES 1** **Guidelines for the destruction of a horse with insurance cover for Full Mortality(Basic cover)**

This should be read in conjunction with your policy terms and conditions and certificate of insurance.

This is not a particularly pleasant subject but to avoid further distress we have tried to clearly explain the extent of the cover and the claims procedure in the event of your horse suffering an accident or disease that may result in destruction. These guidelines apply to the intentional slaughter (ie.destruction on humane grounds), of a horse with insurance cover for mortality.

#### **1. Basic principle**

As a guide The British Equine Veterinary Association considers that an affected horse will need to meet the following requirements to satisfy a claim under mortality insurance. ***That the insured horse sustains an injury or manifests an illness or disease that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options of treatment are available to that horse at that time. Where a horse is exhibiting signs of severe and unremitting pain that can no longer be managed so that no other options are available for treatment, then it is the veterinary surgeon's responsibility to destroy the horse immediately.***

In all other cases where destruction is not immediately necessary, (that is where the horse can be provided with effective pain relief), the insurer should be contacted to give their prior agreement or to allow a second opinion to be given by their consulting veterinary surgeon. If after seeking the consent of the insurer, the attending vet and the consulting vet cannot reach an agreement, the owner or the attending veterinary surgeon can seek a third opinion by contacting the insurance company again or by following the Complaints Procedure as set out in the Terms and Conditions of the policy.

#### **2. Following Destruction**

Unless by prior agreement an examination of the carcass after death by the attending veterinary surgeon is required. In those instances where the insurer does not ask for a post mortem, the attending veterinary surgeon should positively identify the carcass and confirm that the horse has been destroyed. In the event of your horse being destroyed or dying a vet must perform a post mortem including a positive identification of the carcass.

#### **3. The insurer's decision to pay the claim**

The veterinary surgeon and the owner should recognise that their decision to destroy a horse may not automatically result in an insurer paying the insured value of the animal. Not all insured horses are covered for mortality and as a rule, insurers do not pay mortality claims for injury, illness or disease where clinical signs first manifest themselves prior to the start of cover.

Both the veterinary surgeon and the owner should realise that no insurer will confirm a decision to pay a mortality claim until full details of the claim, including the clinical history have been received and assessed.