

HORSE TRANSPORTERS CARE, CUSTODY AND CONTROL POLICY

This is a policy summary and does not contain the full terms and conditions of the cover. This summary should be used in conjunction with the policy wording, giving full details of the terms, exceptions and conditions.

This insurance is underwritten by XL Insurance Company SE. A specimen wording is available on request.

KEY BENEFITS AND FEATURES

Provides protection to the Insured subject to the Sum Insured specified in the Schedule, in respect of the following:

1. Legal liability to Third Parties in their capacity as Horse Transporters for damages arising out of:
 - A) Death
 - B) Permanent injury
 - C) Temporary injury
 - D) Loss of Use
 - E) Infectious or contagious disease

to any bloodstock which is in the legal care, custody or control of the Insured or over which the Insured are exercising physical control.

2. Costs and Expenses incurred in the defence of any such claim.

KEY CONDITIONS

1. **Claims Notification**
 - The Insured shall give immediate written notification to Underwriters
2. **Increase in Risk**
 - The Insured shall immediately advise Underwriters of any material increase in the risk on cover
3. **No Admission of Liability**
 - The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters
4. **No Publicity**
 - The existence of this insurance shall not, without the written consent of the Underwriters, be disclosed by the Insured to any person.
5. **Subrogation**
 - If any payment is made under this policy in respect of a claim, Underwriters shall be subrogated to all the Insured's rights of recovery in relation thereto

SIGNIFICANT EXCLUSIONS

The Underwriters shall not be liable to indemnify the Insured in respect of any claim against them:

1. Relating to any bloodstock in which the Insured or any of them have any proprietary interest, except that proportion of any damages and costs which is not attributable to such proprietary interest.
2. For the loss or destruction of or damage to any property whatsoever (other than bloodstock), or any loss or expense resulting or arising therefrom.
3. Arising out of the Insured's liability for any bodily injury, death, sickness, illness or disease to any third party (other than bloodstock).
4. Directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear components.

5. In respect of which the Insured are or would but for the existence of this Policy be entitled to indemnity under any other insurance (except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected).
6. Arising out of any negligent act, negligent error or negligent omission on the part of the insured prior to the Retroactive Date specified in the Schedule.
7. Arising out of any claim against the Insured alleging diminution in the value of any bloodstock unless such diminution in value forms part of a claim covered under insuring clause 1 herein.

CANCELLATION

This policy may be cancelled by or on behalf of the Underwriters by registered letter, sent to the Insured's last known address, giving not less than 10 days notice of the Underwriters' intention to cancel this policy, such notice to run from midnight of the day following that upon which the letter is posted.

COMPLAINTS

All complaints should be addressed to KBIS in the first instance, if you are still not satisfied when a final response is issued you may refer your complaint in writing to the Insurer by writing to:

The Compliance Officer, XL Insurance Company SE, 3 Minster Court, Mincing Lane, London, EC3R 7DD

If you are still dissatisfied with the resolution you are also entitled to refer your complaint to the Financial Ombudsman Service (FOS) details of which will be sent to you with the Final Response Letters.

In all communications the Certificate number appearing in the Schedule should be quoted.

You may also have the right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

COMPENSATION

You may be entitled to compensation from the Financial Services Compensation Scheme should the Underwriters be unable to meet their liabilities. Further details can be obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk>