



# **KBIS HORSE INSURANCE**

# **TERMS AND CONDITIONS**

**EFFECTIVE FROM 01/08/2025**

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## General information about your policy

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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 document is part of **your** insurance contract together with **your Certificate**, Insurance Product Information Document, Terms of Business Agreement 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 fees** 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 **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 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 when answering questions, **your policy** may be cancelled and leave **you** with no insurance protection, or **we** may not pay all or a part of **your** claim. If **you** act deliberately or recklessly when answering **our** questions, **we** may treat **your policy** as if it never existed, refuse all claims, and not return **your** premium.

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.

## Terms & Conditions

The Terms & Conditions outlined below form part of **your policy** and, along with the **Certificate**, Insurance Product Information Document and Terms of Business Agreement gives the full details of the coverage provided by **your policy**.

If **you** make a claim under this insurance **policy**, **we** 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**.

<b>Accidental External Injury Only (AEIO):</b>	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. Where damage is caused to the underlying structures this must be as a direct result of the initial external wound or abrasion. <u>Section 1 – Death, Theft &amp; Straying, Section 2 – Permanent Loss of Use and/or Section 3 – Veterinary Fees</u> sections of your <b>policy</b> may, if indicated on the <b>Certificate</b> , all be limited to Accidental External Injury Only.
<b>Certificate:</b>	The printed document titled 'Horse Certificate of Insurance' showing <b>your</b> name, the details of <b>your horse</b> , the <b>sums insured</b> and any of the optional insurance coverage options <b>you</b> have selected together with <b>your</b> chosen limits.
<b>Co-Insurance:</b>	The percentage amount <b>you</b> have chosen to pay towards a claim for <b>veterinary fees</b> in exchange for a lower premium. <b>You</b> can find the percentage <b>you</b> have chosen to pay on <b>your Certificate</b> . This is calculated on the balance left of the claim after <b>your excess</b> has first been deducted.
<b>Colic Surgery:</b>	Invasive treatment involving the cutting open of the abdomen and removing or repairing the damaged part, carried out by a <b>veterinary surgeon</b> 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.
<b>Complementary Therapy:</b>	<p>For the purposes of <b>your policy</b>, <b>complementary therapy</b> includes but is not limited to the following treatments: 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.</p> <p><i>*Only Class IV Laser Therapy carried out by a <b>veterinary surgeon</b> is covered under <u>Section 3 – Veterinary Fees</u> of this <b>policy</b>.</i></p> <p><i>**Only the additional corrective farriery costs will be covered, we will not cover the cost of routine farriery.</i></p>
<b>Complementary Therapist:</b>	<p>A fully qualified practitioner of a recognised <b>complementary therapy</b> who is accredited by and has a current registration with the relevant professional body for their particular specialism.</p> <p>It is <b>your</b> responsibility to ensure that any <b>complementary therapist</b> has satisfactory Professional Indemnity or Malpractice Insurance <i>before</i> they treat <b>your horse</b> (coverage at least equal to the insured value of <b>your horse</b> will be deemed satisfactory).</p>
<b>Diagnostic Procedure:</b>	The techniques and/or processes for creating visual representations of the interior of the <b>horse's</b> body for clinical analysis and veterinary intervention, including, but not limited to: radiography, ultrasonography, Magnetic Resonance Imaging (MRI), Computed Tomography (CT), videoendoscopy, or scintigraphy.

<b>Disposal:</b>	The collection of the <b>horse's</b> remains by an approved transporter for removal to an approved disposal premises.
<b>Euthanasia:</b>	The procedure of intentionally and humanely ending the <b>horse's</b> life on the recommendation of a <b>veterinary surgeon</b> .
<b>Excess:</b>	The amount payable by <b>you</b> towards each and every claim, and as further detailed in <b>your Certificate</b> . The excess is payable per claim.
<b>Extension Period:</b>	The period during which <b>your</b> 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 <b>extension period</b> is subject to the terms and conditions and exclusions of <b>your policy</b> .
<b>Equine Gastric Ulcer Syndrome / Equine Gastric Glandular Disease:</b>	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.
<b>Foaling Risk:</b>	An <b>incident</b> arising during the process of a mare giving birth to a foal that is life-threatening to the <b>horse</b> only, which is limited to uterine tears, ruptures of the uterine artery, uterine prolapses and/or caesarean section (C-section).
<b>Horse:</b>	The horse/pony/donkey/jennet/ass named or otherwise identified on the <b>Certificate</b> .
<b>Hospitalisation:</b>	The period during which the <b>horse</b> is admitted to a veterinary hospital for specified <b>diagnostic procedure(s)</b> or treatment(s) that a <b>veterinary surgeon</b> certifies can only be satisfactorily completed on an in-patient basis.
<b>Incident:</b>	<p>An illness or accidental injury affecting <b>your horse</b> being a claimable <b>incident</b> under this <b>policy</b> is not judged on each separately diagnosed condition but is considered to be an onset of symptoms. If a <b>horse</b> 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 <b>incident</b> under the <b>policy</b>.</p> <p><b>Example</b></p> <p>A <b>horse</b> is referred to the <b>Veterinary Surgeon</b> 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 <b>horse</b> is treated for these conditions, but three weeks later is found still to be moving poorly. On further veterinary investigation, the <b>Veterinary Surgeon</b> finds that the <b>horse</b> is also lame in front. These conditions would be treated as one claimable <b>incident</b> with one <b>Excess</b> and would be claimed up to the maximum per <b>incident</b> limit as shown on the <b>Certificate</b>.</p>
<b>Incident Limit:</b>	The maximum amount <b>we</b> will pay stated in your <b>Certificate</b> for each <b>incident</b> suffered by <b>your horse</b> during the <b>period of insurance</b> . Where an initial veterinary investigation or subsequent related investigations identify multiple symptoms and diagnoses multiple conditions, they shall be combined and limited to one single <b>incident</b> and claim.
<b>Market Value:</b>	The price at which ownership of the <b>horse</b> or other insured item(s) 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.

<b>Medication:</b>	Any veterinary medicine prescribed by a <b>veterinary surgeon</b> for treatment of <b>your horse</b> for a particular <b>incident</b> .
<b>Period of Insurance:</b>	The time between the dates shown on <b>your Certificate</b> , during which <b>your policy</b> affords <b>you</b> the insurance coverage as laid out herein and on the <b>Certificate</b> .
<b>Policy:</b>	The documents, including this document, the <b>Certificate</b> , the Terms & Conditions, the Insurance Product Information Document and Terms of Business documents, which, taken together, comprise <b>your</b> contract of insurance.
<b>Post Mortem:</b>	An examination carried out by a <b>veterinary surgeon</b> following the death of the <b>horse</b> , including but not limited to establishing the identity of the <b>horse</b> (verified against the <b>horse's</b> passport or microchip records), and; identifying the cause of death or confirming the reason for <b>euthanasia</b> .
<b>Routine Dentistry</b>	Regular dental examinations and treatment of a horse by either a <b>veterinary surgeon</b> or qualified Equine Dental Technician which are carried out annually or as recommended by the practitioner. Routine dentistry includes the treatment of diastemas or caries or congenital disabilities or abnormalities or deformities which the insured horse may have been born with. Old age-related dentistry includes work to repair teeth worn or damaged or lost as a result of the horse being older.
<b>Second Opinion:</b>	The examination and evaluation of a health condition by a second <b>veterinary surgeon</b> to verify or challenge the diagnosis or treatment plan made by a first <b>veterinary surgeon</b> .
<b>Sum Insured:</b>	The amount stated on the <b>Certificate</b> which represents the maximum amount <b>we</b> will pay for any claim during the <b>period of insurance</b> .
<b>Vet Fees:</b>	<p>The standard, customary and reasonable sums incurred to treat an <b>incident</b> suffered by the <b>horse</b> and normally charged by a <b>veterinary surgeon</b> practicing in the area in which the <b>horse</b> suffers the <b>incident</b>, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. any consultation, examination, advice, test, <b>diagnostic procedure</b>, surgery and/or nursing carried out by a <b>veterinary surgeon</b>, a veterinary nurse or another member of the veterinary practice under the supervision of a <b>veterinary surgeon</b>; and</li> <li>b. any <b>medication</b> legally prescribed by a <b>veterinary surgeon</b>.</li> </ul>
<b>Veterinary Surgeon:</b>	<p>A fully qualified and licensed practitioner of veterinary medicine who is registered with the Royal College of Veterinary Surgeons (RCVS).</p> <p>For the purposes of treating the <b>horse</b> while temporarily resident outside the United Kingdom, within the terms of the Geographical Limits section of <b>your policy</b>, the <b>veterinary surgeon</b> must be a fully qualified, licensed veterinary practitioner registered with the appropriate authority in the country where the treatment is provided.</p>
<b>We/us/our:</b>	<ul style="list-style-type: none"> <li>a. KBIS Limited and/or Antares Insurance Company Limited in respect of Sections 1-6</li> <li>b. KBIS Limited and/or Lloyd's Syndicate 4444 in respect of Section 7 only</li> <li>c. KBIS Limited and/or ARAG plc in respect of Section 8 only</li> </ul>
<b>You/your:</b>	The person or persons, partnership, corporation or organisation identified in the <b>Certificate</b> , including their family, representatives, agents, employees, bailees or any other persons having care, custody or control of the <b>horse</b> .

## General Policy Conditions

- 1 At the start of any **period of insurance** you must inform us if the **horse** is suffering from any existing illness, disease, lameness, injury, or physical disability.
- 2 **You** must be the sole owner or loanee of the **horse**, unless another arrangement has been agreed by **us** beforehand. This **policy** will not provide any cover after **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 immediately inform **us** and supply **us** with 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 **us** 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 not being paid if our position has been prejudiced.
- 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:

Classes of Use	
Class 1	At Grass, Breeding & Youngstock, Retired.
Class 2	As class 1 Hacking, Hunting, Gymkhanas/Mounted Games, backing and breaking in, Showing in-hand or undersaddle, Dressage/Schooling, Showjumping, Riding Club and Pony Club Events, Western Pleasure Riding/Horsemanship, Noncompetitive Driving, Jump Cross, Trec and Eventing/Cross Country up to and including 105cm, Competitive Long Distance Riding (under 40km), pony racing.
Class 3	As class 1 and 2 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, tent-pegging.
Class 4	As class 1, class 2 and class 3 plus: Eventing/Cross Country up to and including BE Advanced, Team Chasing and hunt rides, Polo* and Arab Racing*, Competitive western riding* These activities are only covered in the 'Death & Theft Cover' and Catastrophe cover sections

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 employ a qualified **veterinary surgeon** (this cost may subsequently be covered subject to the terms **your policy** and the circumstances of the claim) 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**. 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 or e-mail. 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 within 30 days will not be paid.If **you** fail to comply with General Policy Conditions 6 (a) or 6 (b), **we** have the right to cancel **your policy** and 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 **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:
    - i **we** will not pay the claim; and
    - ii **we** shall be entitled to recover from **you** any amounts already paid in respect of the claim; and
    - iii **we** will treat the **policy** as having been terminated from the time of the fraudulent act;
    - iv **we** will refuse all liability to **you** under the **policy** for events occurring after the time of the fraudulent act;
    - v **we** may inform the Police of the circumstances; and
    - vi **we** will not return any premium.
- 9 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.
- 10 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.
- 11 The **horse** must have a dental examination carried out by a qualified Equine Dental Technician or **Veterinary Surgeon** at least every twelve months in order for any dental condition to be covered.
- 12 **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.
- 13 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 the **sum insured** if **we** think it is more than 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 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.
- 14 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 or increase of a **policy excess** or **co-insurance** condition;
  - b. increasing the premium **we** charge **you**;
  - c. applying additional or different 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 21 days before the end of the **period of insurance** if **we** decide to alter **your** coverage in any way or not invite **policy** renewal.
- 15 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 0345 230 2323 or in writing, or by email, before the date of renewal to cancel.
- 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.
- 16 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.
- 17 There can be no abandonment to **us** of any **horse** or any other property covered by this **policy**.



- 18 **Your** insurance may be provided by more than one insurer (if so, this will be stated in the **Certificate**). Each insurer is only responsible for their own share of the risk.  
No one insurer is responsible for another insurer's share of the risk, in any circumstances.  
For example, if one insurer has a 100% share of a coverage section, they will take 100% of the premium for that section and is responsible for paying 100% of a claim under that coverage section.
- 19 **You** agree that any cover, the payment of any claim and any benefit provided under **your policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:
- a. United Nations' resolution(s); or
  - b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

## Cancellation

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- 1 **You** have the right to cancel **your policy** at any time and for any reason by telling **us** either in writing or by telephone on 0345 230 2323.
- 2 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**.
- 3 If **you** have not made a claim and decide to cancel **your policy**:
  - a. within 14 days of the start of the **period of insurance**, a full premium refund will be provided;
  - b. after the 14-day period has lapsed, **you** must contact **us** on 0345 230 2323 or in writing 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. Details of **our current** administration charges are available from **us** on request.
- 4 **We** have the right to cancel **your policy** at any time if there is a valid reason for doing so, for example:
  - a. it is found that **you** have provided dishonest or fraudulent information to **us** in connection with this **policy**;
  - b. **you** have failed to provide some or any of the documentation or information that **we** requested from **you** in relation to this **policy**;
  - c. not paying the applicable premium;
  - d. failing to meet the terms and conditions of the **policy**;
  - e. if **you** advise **us** of a change of the nature of the risk under **your policy** which **we** are unable to insure;
  - f. the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

If **we** decide to cancel, **we** will send seven days' notice to **you** at the last email or postal address **we** have on file for **you**.  
If **you** have committed a fraudulent claim, **we** will write to **you** to say that **we** have treated the **policy** as having been cancelled from the time of the fraudulent act.

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 if **you** have made a claim or where there has been an act of fraud. 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.

## General Policy Exclusions

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- 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, except to the extent that the other policy does not provide coverage for the **incident**.
- 4 **Your policy** does not cover any claim, loss, injury, illness, disease, condition, treatment, fees, death, **euthanasia**, liability or any other amount 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 ionising radiations, or contamination by radioactivity from any fuel or from any nuclear waste from the combustion of nuclear fuel, nuclear explosion, or pollution of air, soil and water; 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, or terrorism.
  - d. actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.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**.
- 5 **Your policy** does not cover any claim involving the use of or inability to use a computer (including electronic devices such as smart phones, tablets, airtags, microchips, tracing devices, monitoring devices and wearable technology) or electronic data.

## General Policy Clauses

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### Second Opinion Clause

We reserve the right to obtain a second opinion, at our own expense and by a veterinary surgeon employed or engaged 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 Period 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 limited to the **extension period**. The coverage afforded under this Extension Period 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 two or five 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 seven days of the date of purchase.
- 2 When transferring a policy from another insurance company to **us**, at the annual renewal of that policy, the limited period will be reduced to 0 days if:
  - a. the **horse** is currently insured with another insurance company and the requested coverage corresponds 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. However, these requirements constitute the minimum required information, and **you** may have to supply additional documentation depending on the type and level of coverage purchased including as to the veterinary history of the **horse** depending on **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

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### 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 **euthanasia** 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's 'Euthanasia guidelines for all risks of mortality insurance'.

### 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,

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

We will not pay **your** claim:

- 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

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In the event that the **horse** dies or is found dead due to unknown or 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** unless **we** have agreed that this condition can be waived; and
- b. **you** must notify **us** of the death 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 £1000 for carcass disposal and euthanasia costs 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**; or  
poison.
- 3 **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.
- 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, or the **sum insured** stated on the **Certificate**, whichever is less.
- 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 and sell the **horse**. If **we** do not elect to take ownership of and sell 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

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### Section 2 – Permanent Loss of Use

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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

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 Permanent loss of use must be a direct result of and be solely caused by an **incident** or **AEIO** happening during the **period of insurance**.
- 3 Both **your veterinary surgeon** and **our veterinary surgeon** must agree that the **incident** or **AEIO** was the direct and sole cause of the permanent loss of use. If there is any disagreement between **your veterinary surgeon** and **our veterinary surgeon**, the **arbitration clause** will be invoked.
- 4 Subject to an agreed Permanent Loss of Use claim **you** have two choices:
  - a. Kept in Retirement.

Should **you** choose to keep **your horse** in retirement, before any claim payment is made to **you**, the **horse** must be freeze marked with an easily visible L set in a circle, so that it is possible to identify that the **horse** has been subject to a claim should the **horse** change hands at a later date. **We** consider retirement to consist of withdrawal from any activities engaged in prior to the agreed claim and ceasing to compete in affiliated\* or FEI events. Retirement may include the **horse** being at grass, hacking, lower-level unaffiliated competition or used for breeding purposes. 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**, and subject to a minimum payment of 10% of the **sum insured** stated on **your Certificate** or 10% of the **horse's market value**, whichever is the lesser amount. If the **horse** is a stallion or mare kept with the intention of using it for breeding purposes the claim deduction amount will reflect the **horse's** residual value for stud duties.

\*Affiliated event is an event run by a national governing body for each discipline, including but not limited to: British Eventing, British Showjumping, British Dressage, Endurance GB.

b. **Euthanasia.**

If **you** choose to administer **euthanasia** on the **horse** as a result of an agreed Permanent Loss of Use claim this must be carried out under the supervision of a **veterinary surgeon** and a certificate of destruction must be supplied by the **veterinary surgeon** confirming the date and time and that prior to destruction the **horse** was positively identified by its passport and microchip.

- 5 If the **horse** is a stallion or mare kept with the intention of using it for breeding purposes the claim deduction amount will reflect the **horse's** residual value for stud duties.
- 6 If **you** elect not to keep the **horse** following an agreed Permanent Loss of Use claim, **we** reserve the right to take possession of and sell the **horse**.
- 7 Any **incident** or **AEIO** suffered by the **horse** must be advised to **us** in accordance with Condition 6 of the General Policy Conditions.
- 8 If there is disagreement between **your veterinary surgeon** and **our veterinary surgeon** over the incapacity of the **horse** the Arbitration Clause will be invoked.
- 9 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 8 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**.
- 10 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**.
- 11 **You** must contact **us** to notify of **your** intention to administer **euthanasia** on the **horse**. **You** must not administer **euthanasia** on the **horse** before **we** have agreed. If **you** do not obtain agreement, **we** will not pay **your** claim.
- 12 **We** will reduce Section 2a - Permanent Loss of Use due to an incident to Section 2b – Permanent Loss of Use due to AEIO at the renewal following **your horse's** 14<sup>th</sup> birthday. **We** will remove Section 2b – Permanent Loss of Use due to AEIO at renewal following **your horse's** 15<sup>th</sup> birthday.
- 13 On settlement of **your** claim, should a third party be considered at fault **we** may seek to recover **our** losses from that third party. By accepting any settlement, **you** agree to offer all reasonable assistance and agree that **we** are entitled, at **our** own expense, to institute legal proceedings against the third party in **your** name.
- 14 If a claim is settled under Section 2a – Permanent Loss of Use due to an incident or Section 2b – Permanent Loss of Use due to AEIO, cover under all sections of the **policy** will end. Alternative cover may be offered at **our** discretion.

**Additional Coverage under Sections 2a Permanent Loss of Use due to an incident and 2b – Permanent Loss of Use due to AEIO**

In the event of an agreed permanent loss of use claim, where euthanasia is opted for on economic grounds we will pay up to £1000 for carcass disposal and euthanasia costs incurred by you.



## 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 If **your horse** has never taken part in, or been trained to do, the activity it now cannot participate in.
- 6 As a result of **your horse** –
  - a. Taking part in, or
  - b. Is related in any way to taking part in,
  - c. An activity which is not shown as covered on **your Certificate**.
- 7 As a result of **your horse's** behaviour
- 8 If **you** have not arranged for all treatment and rehabilitation considered reasonable by **our veterinary surgeon** to achieve recovery of **your horse**

## 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

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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 **incident limit**.

### Example of incident limit

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 one **incident limit**.

### Example of Incident limit when Foaling risk operative

Each **incident** must have been advised to **us** as soon as possible, 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.

### Example of how Co Insurance is applied

**You** pay a fixed **excess** on each **incident**. **You** will also pay 25% of each and every invoice. Please see overleaf table of how this is calculated.

Total Vet Bill	Fixed excess option	Co-Insurance	We will pay	You will pay
£1,000	£150 (£1,000 – £150 = £850)	25% (25% of £850 is £212.50)	£637.50 (£850 – £212.50 = £637.50)	£362.50 (£1,000 – £637.50 = £362.50)

KBIS offers five types of **Veterinary Fees** cover detailed below. Please refer to **your Certificate** to determine the level of coverage in place including **incident limit** and **excess** (or **co-insurance** if selected) for **your policy**.

### Products A and B

These options cover the insured **horse** for accidents, illness, sickness and disease up to the **incident limit** stated on **your Certificate** after the **excess** stated on **your Certificate** has been deducted. If the claim is for **colic surgery**, a higher limit applies as stated on **your Certificate**.

Coverage	Accident, Sickness and Disease
<b>Incident Limit</b>	£3,500, £6,000*
Aggregate Limit	No Limit
<b>Excess</b>	£150 +25%, £250, £500** The <b>excess</b> applies to each <b>incident</b> .
Age Range	90 days – 25 years
<b>Complementary Therapy</b>	£1,000 per <b>incident</b> (included in <b>incident limit</b> )
<b>Hospitalisation Costs</b>	£500 per <b>incident</b> (included in <b>incident limit</b> )

\*The **incident limit** applicable to **your policy** is stated on **your Certificate**.

\*\*The **excess** applicable to **your policy** is stated on **your Certificate**.

### Catastrophe Cover

This option covers the insured **horse** for **accidental, external injury only (AEIO)** plus surgery for; **colic**, joint and tendon sheath flushes as a result of sepsis and pastern and pedal bone fractures up to the aggregate limit stated on **your Certificate** after the **excess** stated on **your Certificate** has been deducted.

The aggregate limit is the most **we** will pay in one **period of insurance** for the total cost of all claims or **incidents**.

Coverage	<b>Accidental, External Injury only (AEIO)</b> Joint or tendon sheath flushing as a result of sepsis <b>Colic Surgery</b> – surgery costs only Surgery only for pastern & pedal bone fractures
<b>Incident Limit</b>	£7,500
Aggregate Limit	£7,500
<b>Excess</b>	£140 The <b>excess</b> applies to each <b>incident</b> .
Age Range	90 days – 30 years
<b>Complementary Therapy</b>	£500 aggregate (Included in aggregate limit)
<b>Hospitalisation Costs</b>	£500 aggregate (Included in aggregate limit)

### Catastrophe Cover Breeding

This option covers the insured **horse** for **accidental, external injury only (AEIO)** plus lifesaving **veterinary fees** incurred to save the life of the mare and the foal up to the aggregate limit stated on **your Certificate** after the **excess** stated on **your Certificate** has been deducted.

The aggregate limit is the most **we** will pay in one **period of insurance** for the total cost of all claims or **incidents**.

Coverage	<b>Accidental, External Injury only (AEIO)</b> plus lifesaving <b>veterinary fees</b> incurred to save the life of the mare and the foal. Covers extend to cover the foal for <b>accidental, external injury only</b> for up to 89 days, at which point to remain insured the foal would need to be insured on their own policy.
Incident Limit	£7,500
Aggregate Limit	£7,500
Excess	£140 The <b>excess</b> applies to each <b>incident</b> .
Age Range	90 days – 30 years
Complementary Therapy	£500 aggregate (Included in aggregate limit)
Hospitalisation Costs	£500 aggregate (Included in aggregate limit)

### Product D

This option covers the insured **horse(s)** for accidents, sickness and disease up to the aggregate limit stated on **your Certificate** after the **excess** stated on **your Certificate** has been deducted.

The aggregate limit is the most **we** will pay in one **period of insurance** for the total cost of all claims or **incidents**.

Coverage	Accident, Sickness and Disease
Incident Limit	£10,000
Aggregate Limit	£10,000
Excess	£250 The <b>excess</b> applies to each <b>incident</b> .
Age Range	90 days – 30 years
Complementary Therapy	Not Included
Hospitalisation Costs	Not Included
Diagnostic Procedures	£2,000 per <b>incident</b> (within aggregate limit)
Equine Gastric Ulcer Syndrome	£1,000 per <b>incident</b> (within aggregate limit)
Dental Treatment	Not Included

## Conditions applicable to Section 3 – Veterinary Fee

- 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 for gastric ulceration will cease. If symptoms re-occur and the **horse** is diagnosed with gastric ulceration at Grade 2 or above by gastroscopy further coverage will be considered within the **extension period** of the claim.
- 3 If **your horse** is diagnosed with **equine gastric glandular disease** the lesions must be accurately described in nature and position by the **veterinary surgeon** and monitored by gastroscope every 90 days. If at any reassessment the lesions have resolved, all coverage for **equine gastric glandular disease** will cease. If

symptoms re-occur and the **horse** is diagnosed with **equine gastric glandular disease** further coverage will be considered within the **extension period** of the claim.

- 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.
- 5 It is **your** responsibility to ensure the **veterinary surgeon** or **complementary therapist** is paid within the required time frame. If an additional charge is added to the cost of **veterinary fees** or **complementary therapy** due to late payment, **we** will deduct this charge from the claim settlement. If the **veterinary surgeon** or **complementary therapist** provides a discount for paying the cost of **veterinary fees** or **complementary therapy** within a certain time frame, **you** must provide payment within this time frame. If **you** do not, **we** will deduct the discount, which would have been provided, from the claim settlement.
- 6 This section of the **policy** is subject to an **extension period**. The **extension period** starts from the date the injury happened or the date the illness or clinical signs were first noticed.
- 7 Any veterinary medicine administered to the **horse** must be listed in the "Current Authorised Products" category of the Product Information Database administered by DEFRA: [https://www.vmd.de- fra.gov.uk/Product Information Database](https://www.vmd.de- fra.gov.uk/Product%20Information%20Database) as a recognised treatment for the condition for which you are claiming.
- 8 If your **policy** is extended to include Complementary Therapy 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**.

### Special conditions for horses insured via the Healthy Horse Plan (HHP) with CVS practices

In respect of **horses** which are insured with **us** and are current members of the HHP the following additional terms apply.

In the event that **you** cease to be a member of the HHP or **you** choose to use a non CVS practice, a 10% **co-insurance** will apply to **Section 3 - Veterinary Fees** for any **incidents** which occur on or after the date **you** cease to be a member of the HHP, **in addition to any excess and or co-insurance stated in your policy**. At the next **policy** renewal, **you** will still be able to renew **your policy** with **us** which will be offered at **our** standard terms without the HHP discount.

In the event of a **horse** being referred by a CVS practice to a non CVS specialist the above condition does not apply.

### Exclusions applicable to Section 3 – Veterinary Fees

This **Section** does not cover:

- 1 The **excess or co-insurance** for this **Section**, as stated on **your Certificate** and any additional **excess or co-insurance** as stated above.
- 2 **Veterinary fees** incurred for any **diagnostic 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. **routine 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 / foaling risk** occurring within the Limited Period other than those caused by AEIO.
- 8 **Veterinary fees** for any **incident** not advised as soon as possible in accordance with Condition 6 of the General

Policy Conditions.

- 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 therapy** or **hospitalisation** costs unless expressly included on the **Certificate**.
- 12 Thermography, unless carried out by a **veterinary surgeon**.
- 13 The cost of any procedure or treatment carried out by anyone other than a **veterinary surgeon** or **complementary therapist** if in the opinion of **our veterinary surgeon** the procedure or treatment should or must be performed by a **veterinary surgeon** or **complementary therapist**.
- 14 Any costs incurred for preparing reports or claim forms.
- 15 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.
- 16 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).
- 17 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.
- 18 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.
- 19 Any cost for dental treatment if the **horse** is aged 16 or older including routine treatment, diastemas and dental caries except for as a result of an accidental external injury or fracture.

**Optional Foaling risk Extension to Section 3 – Veterinary Fees – Applicable to Catastrophe Cover - Breeding – when selected by you and shown as operative in Your Certificate of insurance**

This option provides cover the insured **horse** for **accidental, external injury only (AEIO)** plus lifesaving **Veterinary Fees** incurred to save the life of the mare and the foal up to the aggregate limit stated on **your Certificate** after the **excess** stated on **your Certificate** has been deducted.

This cover additionally extends to cover the foal for **accidental, external injury only (AEIO)** for up to 89 days, at which point to remain insured the foal would need to be insured on their own **policy**.

# Section 4 – Harnesses, Tack & Saddlery

In the event that, during the **period of insurance**, physical loss or damage including by theft is sustained to **tack and saddlery** belonging to **you**, **we** will pay the **market value** at the time of loss or damage, not exceeding the **sum insured** stated on the **Certificate**.

## 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 <b>Certificate</b> .  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.
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## Conditions applicable to Section 4 – Harnesses, Tack & Saddlery

- You** must tell **us** about any thefts or attempted thefts of any of **your** property during the twelve months immediately prior to the **period of insurance**.
- You** must take all reasonable precautions (see Exclusion 7 under Exclusions applicable to Section 4 – Harnesses, Tack & Saddlery for what constitutes “reasonable precautions”) to prevent loss or damage and to ensure the safety of **your tack and saddlery**.
- 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).
- You** must immediately report any theft or disappearance of **tack and saddlery** to **us**.
- 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.
- We** will not pay more than the **market value** of the **tack and saddlery** at the time of the loss or the **sum insured** declared on **your Certificate** whichever is less.
- We** will not pay more than £500 for any saddle or item of tack unless **you** can provide the following:
  - proof of purchase (receipts and/or invoices) which show the make, model, purchase price and date of purchase; or,
  - A saddler’s valuation, which shows the make, model and value of the item and date of the valuation. The saddler’s valuation must have been carried out before the item is stolen, damaged or destroyed.
- In the event of any payment under this section, **we** reserve the right to take title and possession of the **Tack and Saddlery**.
- If the **sum insured** for **tack and saddlery** as stated on the **Certificate** is:
  - greater than £7,500 in total; or
  - 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:

- The **excess** for this Section, as stated on **your Certificate**.
- Any clothing or personal effects.
- Any **horse** rugs or blankets.
- Any loss or damage caused by moth, vermin, wear and tear, gradual deterioration, or atmospheric conditions.
- Any damage to, or deterioration of, any item of **tack and saddlery** caused by the actual process of dyeing, cleaning, repair, or renovation.
- Any loss or damage resulting from riding school use, except when **you** are the pupil.
- Any loss or damage caused by theft or attempted theft other than where the theft or attempted theft is 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 loss or damage caused by theft or attempted theft where there is no sign of forced entry into the premises, building or container.
  - 9 Any loss or damage caused by theft or attempted theft from any riding school or other commercial premises with more than 10 **horses**, unless **you** are a client 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 loss or damage caused by theft or attempted 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

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In the event that, during the **period of insurance**, the horse trailer(s) or horse-drawn vehicle(s) identified on the **Certificate** sustain physical loss or damage including by theft or attempted theft, **we** will pay the **market value** at the time of the loss or damage, not exceeding the **sum insured** stated on the **Certificate**.

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 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.
- 2 **You** must tell **us** about any 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**.
- 3 **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).
- 4 **You** must immediately report any theft or disappearance to **us**.
- 5 **We** will not pay any claim under this Section for any loss by theft 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.
- 6 In the event of any loss or damage 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 or damage or the **sum insured** declared on **your Certificate** whichever is less.
- 7 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.

### 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. 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**, while **you** are handling, riding, driving, mounting or dismounting the **horse** or while any other person is doing so with **your** permission and **you** or that person sustain a **bodily injury** due to an **accident** involving the **horse**, **we** will compensate **you** or that person or **your** 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 below, 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

<b>Accident:</b>	An unforeseen or unexpected and unfortunate occurrence involving <b>your horse</b> , which <b>you</b> or the person are/is handling, riding, mounting or dismounting at the time the accident occurred.
<b>Bodily Injury:</b>	Harm suffered which: is sustained by <b>you</b> or the person during the <b>period of insurance</b> , and is caused by an <b>accident</b> , and independently of any other cause (except medical or surgical treatment rendered necessary by the <b>accident</b> ) which occasions death or disablement of <b>you</b> or the person within twelve calendar months from the date of the <b>accident</b> .
<b>Medical Practitioner:</b>	A doctor registered with a licence to practice from the General Medical Council (GMC).
<b>Permanent Total Disablement:</b>	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.
<b>Loss of Limb:</b>	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.

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



## 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 **you** or any person which causes or may cause bodily injury.
- 4 **You** or 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 **you** or a person resulting from, or alleged to result from, an **accident** involving the **horse**.

In no case will **we** be liable to pay compensation unless the **medical practitioner we** appoint is allowed, as often as necessary, to examine **you** or 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 of the area described in the Geographical Limits Clause; 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 **Bodily Injury** to any person who is in a 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 **your** 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.
- 6 Any legal liability **you** may have to any other person including but not limited to for **Bodily Injury**.
- 7 Any infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO). This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s). This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC. Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- 8 Any illness, sickness or disease, except where it directly results from the **Bodily Injury** or any medical or surgical treatment rendered necessary by the **accident**.

## Section 7 – Legal Liability to Third Parties

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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 de- fending **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 notify **us** of any event(s) which may give rise to a potential or possible claim as soon as possible by telephone or e-mail.
- 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.
- 7 It is a condition of this **policy**, and **you** agree, that the provision of any cover, the payment of any claim and the provision of any benefit shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **us** would expose **us** to any sanction, prohibition or restriction under any
  - a. United Nations' resolution(s); or
  - b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.
- 8 Each person or party granted cover under this section is separately indemnified in respect of claims made against any of them by any other, subject to our maximum liability not exceeding the stated cover limits.
- 9 **You** and **we** are the only parties to this section. Nothing in this section is intended to give any other person any right to enforce any term of this section. That is regardless of rights under the Contracts (Rights of Third Parties) Act 1999.
- 10 The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
- 11 **You** must incept travel insurance (including medical repatriation) covering the appropriate destination(s), duration(s) and activities conducted prior to departing Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which must remain in force for the duration of any trip(s) undertaken during the **period of insurance**.

## 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**.
- 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 Loss, damage or liability due to a breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.
- 7 Liability for damage to fences or growing crops when the **horse** is being ridden.
- 8 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, vessel or craft designed to travel in on or through water and/or air and/or space.
- 9 Liability attaching to any riding school or any other business that has care, custody or control of the **horse**.
- 10 **Bodily injury** sustained by any members of **your** family or household.
- 11 **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.
- 12 Loss, caused by or resulting from the use of, or inability to use, a computer (including devices such as smart phones, tablets and wearable technology) or electronic data.
- 13 Loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed by, resulting from, arising out of, or in connection with a *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*. For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test
  - a. for a *Communicable Disease*; or
  - b. any material property insured that is affected by such *Communicable Disease*

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

  - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation, whether deemed living or not; and
  - b. the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
- 14 Any dog(s) deemed dangerously out of control and/or prohibited under the Dangerous Dogs Act 1991.
- 15 Loss, damage or liability due to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos.
- 16 Any malicious, wilful, dishonest, fraudulent or criminal acts or omissions by **you** or on **your** behalf.
- 17 The deliberate, conscious or intentional disregard by **you** or on **your** behalf of the need to take all reasonable steps to prevent injury or damage.
- 18 Loss, damage or liability due to any punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages or any fines or penalties.
- 19 Any nuclear reaction, nuclear radiation or radioactive contamination.
- 20 Biological or chemical contamination.
- 21 Loss, damage or liability due to any pollution.
- 22 Any injury arising from the negligent act or omission of any participant towards another participant during film, television or other media work, historical re-enactments and demonstrations, horseball, horse racing (amateur or professional), point-to-pointing, hunting, team chasing, hunt scurries, hunt cross country challenges, horsedrawn vehicle/carriage driving, polo, polocrosse, stunt or trick riding, tent pegging, jousting and any other mounted games involving lances, swords and/or pointed and edged weapons, and other equestrian contact sports.
- 23 Loss, damage or liability due to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- 24 Loss, damage or liability due to Injury arising directly from *Medical Malpractice*.

For the purposes of this Exclusion, Medical Malpractice means:

  - a. the failure to administer correct or adequate treatment by; or
  - b. the failure to give advice by; or
  - c. any other professional failing of any trained medical, dental, or nursing staff, therapists, or other health professionals.

- 25 Liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.
- 26 Liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.
- 27 Any claim for actual or alleged loss, liability, damage, compensation, injury, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as perfluoroalkyl or polyfluoroalkyl substances for example.  
For the purposes of this Exclusion, loss, liability, damage, compensation, injury, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as an perfluoroalkyl or polyfluoroalkyl substances for example.  
PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:  
(a) perfluorinated methyl group (-CF<sub>3</sub>) or  
(b) perfluorinated methylene group (-CF<sub>2</sub>-).
- 28 Any act of Terrorism; and/or any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism For the purposes of this Exclusion, Terrorism means any act by a person or group(s) of persons, such as causing or threatening injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.
- 29 Liquidated damages clauses, penalty clauses or performance warranties or guarantee, unless proven that liability would have attached in the absence of such clauses guarantees or warranties.
- 30 War, civil war invasion, hostilities or any similar acts or events, whether or not war has been declared; or a rebellion, revolution, insurrection, military or usurped power.

## Section 8 - Legal Expenses

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Following an Insured Event, the **insurer** will pay **legal costs & expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- 1 The Insured Event occurs within the **territorial limit**.
- 2 The claim
  - a. always has **reasonable prospects of success**, and
  - b. is reported to **us**
    - i during the **period of insurance**, and
    - ii as soon as **you** first become aware of circumstances which could give rise to a claim.
- 3 Unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued.
- 4 Any dispute will be dealt with through mediation or by a court, tribunal, or a relevant regulatory body agreed with **us** within the **territorial limits**.

**We** consider that a claim has been reported to **us** when **we** have received **your** fully completed claim form.

This section of the **policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other **policy** terms.

## Insured Events

### 1 Personal Injury

An accident which is the fault of another party, and which causes **your** death or personal injury, while **you** are riding, mounting, dismounting, caring for or leading the **horse**.

#### What is not covered under Insured Event 1

Any claim arising from or relating to:

- 1 a condition, illness or disease which develops gradually or over time
- 2 mental injury, nervous shock, depression, or psychological symptoms where **you** have not sustained physical injury to **your** body
- 3 defending any claim other than an appeal.

### 2 Claiming Back Losses Arising from Injury to the Horse and Property Damage

Following an event that damages **your** property or injures or kills the **horse** while **you** are riding, mounting, dismounting, caring for or leading the **horse**, **we** will claim back losses not otherwise insured under **your** KBIS Ltd Horse Insurance, including but not limited to

- a. damage to tack and personal possessions
- b. any **excess** **you** have to pay under **your** KBIS Ltd Horse Insurance
- c. expenses incurred,  
from the person responsible.

#### What is not covered under Insured Event 2

The **insurer** will not pay for any claim arising from or relating to:

- 1 losses which can be claimed against **your** KBIS Ltd Horse Insurance or any other insurance policy
- 2 a contractual dispute
- 3 defending a claim that arises from injury to the **horse** or following the loss of or damage to **your** property.

### 3 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by **you** for:

- a. buying or privately selling
  - i the **horse**
  - ii tack, feed, equipment or other goods that benefit the **horse** or which are needed to ride or care for it
- b the loan of the **horse**
- c the purchase of services in connection with the **horse**
- d the lease or licence to occupy stabling, paddock or land on which to keep the **horse**.

#### What is not covered under Insured Event 3

Any claim arising from or relating to:

- 1 financial loans
- 2 **your** business activities, venture for gain, profession or employment
- 3 a syndicate or share of the **horse**
- 4 a settlement due under an insurance policy
- 5
  - a construction work on any land, designing or converting buildings, or
  - b the purchase, sale, loan of the **horse** where the value of the contract exceeds £25,000.

## Definitions applicable to Section 8 – Legal Expenses

The following definitions apply to Section 8 - Legal Expenses only and apply in addition to the Definitions shown on page 3.

<b>Appointed Advisor</b>	<ol style="list-style-type: none"> <li>1 The solicitor or other advisor (who is not a mediator) appointed by us to act on your behalf under this section.</li> <li>2 The mediator appointed by <b>us</b> to provide impartial dispute resolution in relation to a claim accepted by <b>us</b>.</li> </ol>
<b>Collective Conditional Fee Agreement:</b>	<p>A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay their professional fees on the basis of either:</p> <ol style="list-style-type: none"> <li>1 100% “no-win no-fee” or</li> <li>2 where discounted, that a discounted fee is payable.</li> </ol>
<b>Conditional Fee Agreement:</b>	<p>A legally enforceable agreement between <b>you</b> and the <b>appointed advisor</b> for paying their professional fees on the basis of either:</p> <ol style="list-style-type: none"> <li>1 100% “no-win no-fee” or</li> <li>2 where discounted, that a discounted fee is payable.</li> </ol>
<b>Insurer: Legal Costs &amp; Expenses:</b>	<p>HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).</p> <ol style="list-style-type: none"> <li>1 Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the standard basis and agreed in advance by <b>us</b>. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.3.</li> <li>2 Other side’s costs, fees and disbursements incurred in civil claims where <b>you</b> have been ordered to pay them or pay them with <b>our</b> agreement</li> </ol>
<b>Reasonable Prospects of Success:</b>	<ol style="list-style-type: none"> <li>1 Other than as set out below, a greater than 50% chance of <b>you</b> successfully pursuing or de- fending the claim and, if <b>you</b> are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured event 3 Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.</li> <li>2 In all claims involving an appeal, a greater than 50% chance of <b>you</b> being successful. Where it has been determined that reasonable prospects of success as set out above do not exist, <b>you</b> shall be liable to pay any legal costs incurred should <b>you</b> pursue or defend <b>your</b> claim irrespective of the outcome.</li> </ol>
<b>Territorial Limit:</b>	The United Kingdom, Channel Islands and Isle of Man.
<b>We/Us/Our:</b>	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .

## Conditions applicable to Section 8 – Legal Expenses

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can cancel this section of **your policy**, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from **you** if this happens.

### 1 Your Responsibilities

**You** must

- a. tell **us** as soon as possible after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this section
- b. tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- c. cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with the progress of the claim
- d. take reasonable steps to recover **legal costs & expenses** and, where recovered, pay them to the **insurer**
- e. tell the **appointed advisor** to have the **legal costs & expenses** assessed or audited if **we** require
- f. keep **legal costs & expenses** as low as possible
- g. allow the **insurer** at any time to take over any claim and conduct in **your** name, any claim, proceedings or investigation.

### 2 Freedom to Choose an Appointed Advisor

- a. In certain circumstances as set out in 2b below, **you** may choose an **appointed advisor**. In all other cases no right exists and **we** shall choose the **appointed advisor**.
- b. If
  - i a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
  - ii there is a conflict of interest**you** may choose a qualified **appointed advisor**.
- c. Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details and cost. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- d. If **you** dismiss the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, the **insurer's** liability in respect of that claim will end immediately.
- e. In respect of a claim under Insured Events 1 Personal Injury and 3 Contract, **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

### 3 Consent

**You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

### 4 Settlement

- a. The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- b. **You** must not negotiate or settle the claim without **our** written agreement.
- c. If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.

### 5 Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on **you** and **us**. This does not affect **your** right in the Disputes Condition below.



## 6 Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described under the How to Make a Complaint section of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 7 Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **policy** did not exist.

## 8 Fraudulent claims and claims tainted by dishonesty

- a. If **you** make any claim which is fraudulent or false, this section of the **policy** may become void and all benefit under it may be lost.
- b. **You** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
  - i affected **our** assessment of **reasonable prospects of success**, and/or
  - ii prejudiced any part the outcome of **your** claimthe **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

## 9 Acts of Parliament

All legal instruments, bodies and rules referred to within this section shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### Exclusions applicable to Section 8 – Legal Expenses

The exclusions below apply to this section in addition to General Policy Exclusions on page 8.

**You** are not covered for any claim arising from or relating to:

- 1 **legal costs & expenses** incurred without **our** consent
- 2 any actual or alleged act or omission or dispute happening before, or existing at the start of the **policy** and which **you** believed or ought reasonably to have believed could have led to a claim under this section.
- 3 an amount below £100.
- 4 an allegation against **you** involving:
  - a. assault, violence, or dishonesty, malicious falsehood or defamation.
  - b. indecent or obscene materials.
  - c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs.
  - d. illegal immigration.
  - e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities.
- 5 a dispute between **your** family members.
- 6 **your** deliberate or reckless act.
- 7 a judicial review.
- 8 a dispute arising from or relating to clinical negligence.
- 9 a dispute with **us** not dealt with under the Disputes Condition, or the **insurer** or the company that sold this **policy**.
- 10 a group litigation order.
- 11 **your** participation in racing where this is **your** profession.
- 12 the payment of fines, penalties or compensation awarded against **you**.



## Helplines & Additional Services

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These helplines are provided by ARAG plc.

ARAG record and monitor calls for training purposes, to improve the quality of their service, to help deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if ARAG's advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, ARAG can refuse to accept further calls.

### Legal & Tax Advice 0330 303 1449

If **you** have a legal or tax problem ARAG recommend that **you** call the confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, while tax advice is available 9am-5pm Monday to Friday. Advice is given about personal legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling a range of legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Consumer Legal Services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code **AFE48BBE98B5** to access the law guides and download legal documents to help with consumer legal matters.

## Important Information

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**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.

The maximum age for insurance coverage of any **horse** is 30 years, unless otherwise agreed.

All policies may be subject to additional conditions or exclusions made by **us**, if applicable; these will be stated on **your Certificate**. **You** may be invited to renew **your policy** each year but **we** are not obligated to offer a renewal of **your policy**.

## How we will use your data

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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.  
For more information, please see our privacy notice. A copy of this can be found at [www.kbis.co.uk](http://www.kbis.co.uk) or if you would prefer a hard copy this can be posted to you.  
Please contact us on 0345 230 2323.

If you would like to read Antares Insurance Company Limited's privacy policy, please visit their website at: [https://antaresglobal.com/wp-content/uploads/2023/10/Antares-Privacy-Notice\\_Feb23-V3.pdf](https://antaresglobal.com/wp-content/uploads/2023/10/Antares-Privacy-Notice_Feb23-V3.pdf)

Or you can contact Antares Insurance Company Limited's Data Protection Officer at:  
21 Lime Street,  
London,  
EC3M 7HB  
Email: [compliance@antaresglobal.com](mailto:compliance@antaresglobal.com)  
Tel: +44 (0)20 7959 1900

If you would like to read Lloyd's Syndicate 4444's privacy notice, please visit their website at: [www.canopius.com/privacy](http://www.canopius.com/privacy)  
If you have any concerns about how your personal data is being collected and processed (under Section 7 – Legal Liabilities to Third Parties), or wish to exercise any of your rights detailed in Lloyd's Syndicate 444's privacy notice, please contact:

Group Data Protection Officer  
Canopius Managing Agents Limited  
Floor 29  
22 Bishopsgate  
London  
EC2N 4BQ UK

Tel: + 44 20 7337 3700 (this is a basic rate number)  
Email: [privacy@canopius.com](mailto:privacy@canopius.com)

#### ARAG plc Data Privacy Notice

This is a summary of how ARAG collect, use, share and store personal information. To view their full privacy statement, please see their website [www.arag.co.uk](http://www.arag.co.uk).  
The full privacy notice of the insurer, HDI Global Specialty SE, may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

#### **Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, they undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers they appoint to process the handling of a claim.

#### **Using personal or sensitive information**

The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.

### Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data they hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement.

## Language and law and jurisdiction applicable to the policy

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Unless **we** and **you** specifically agree to the contrary, this **policy** shall be subject to the laws of the country within the United Kingdom in which **you** normally reside and the courts of that country alone shall have jurisdiction in any dispute arising under this **policy**. **We** shall communicate with **you** at all times in the English language.

## How to make a claim

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Our client's claims experience is of great importance to **us**, which is why **we** have always placed such strong emphasis on ensuring claims are dealt with clearly, fairly and efficiently. **We** aim to deal with **your** claim as promptly as possible and communicate effectively so **you** know how **your** claim is progressing, helping to alleviate some stress at what can be a very worrying time.

When it comes to equine claims **we** have a dedicated and knowledgeable team who, are able to deal directly with **your** veterinary practice leaving **you** to concentrate on the treatment and management of **your horse**. **Our** aim is to work with **you** and **your veterinary surgeon**, to help with the successful treatment of **your horse's** injury or illness.

Please follow the simple 4-step guide below if **you** need to make a claim. Following these steps will help to ensure that **you** have complied with the terms of **your policy** with regards to claims notification. It is important to adhere to these conditions as failure to do so may result in **your** claim not being paid. Even if **you** are unsure that the **incident** will lead to a claim it is important to notify us within 30 days.

#### 1. Initial Notification -

**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, completing the online form or post. Any **incident** which leads to a claim that is not notified within 30 days will not be paid.

Phone: UK Telephone No: 0345 230 2323

Outside UK: +44 (0) 345 230 2323

Email: [claims@kbis.co.uk](mailto:claims@kbis.co.uk)

#### Obtain a claim form -

**You** can contact our offices we can arrange for a form to be sent by post or alternatively **you** can access a claim form via one of the methods below.

- a. Download a claim form by visiting the relevant product page and navigating to the 'Claim Forms' tab. **You** can use the link on the second page of this document

- b. Email us at [claims@kbis.co.uk](mailto:claims@kbis.co.uk) and we will email a form by return.
2. Collate all necessary information -
- In order for us to process **your** claim in the most efficient manner it is important that we have all of the relevant documentation to enable us and the insurers to consider the claim in its entirety. **Your** claim form will specify what additional documentation is required.
3. Send the completed claim form and documentation to KBIS
- Once **you** have collated the necessary information in relation please send this onto us. **You** can do this either by
- a. Email to [claims@kbis.co.uk](mailto:claims@kbis.co.uk) or
  - b. Post to KBIS Ltd, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN

## How to make a claim under Section 8 – Legal Expenses

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### Telling ARAG about your claim

- 1 If **you** need to make a claim, **you** must notify ARAG as soon as possible.
- 2 If **you** instruct **your** own solicitor or accountant without telling ARAG, **you** will be liable for costs that are not covered by this Section 8 - Legal Expenses.
- 3 A claim can be made online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims). Alternatively **you** can obtain a claim form by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or by calling ARAG on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
- 4 The completed application and supporting documentation can be submitted online or sent to ARAG by email, or post.

### What happens next?

- 1 ARAG will send **you** an acknowledgment by the end of the next working day after receiving **your** claim.
- 2 Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG will contact **you** either:
  - a. confirming cover under the terms of the **policy** and advising **you** of the next steps to progress **your** claim; or
  - b. if the claim is not covered, ARAG will explain in full the reason(s) why, and advise whether they can assist in another way
- 3 When a representative is appointed by ARAG, they will try to resolve **your** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- 4 ARAG will check on the progress of **your** claim with the appointed advisor from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## How to make a complaint initiating your complaint

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**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: 0345 230 2323  
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 three working days from the date **we** receive **your** complaint.

If **we** are unable to resolve **your** complaint within three 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 five 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 eight 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.

## Initiating your complaint under Section 8 – Legal Expenses

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ARAG is committed to providing a first-class service at all times. However, if a complaint arises, this should be addressed to their Customer Relations Department who will arrange to have it reviewed at the appropriate level. They can be reached in the following ways:

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol,  
BS8 1NN  
Telephone: 0117 917 1561  
Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

If ARAG are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS).

## Complaints at Lloyd's (Section 7 –Legal Liability to Third Parties only)

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Should you remain dissatisfied with the outcome of your complaint, you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN  
Tel: +44 (0)20 7327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, you may ask Lloyd's for a hard copy.

## Financial Ombudsman Service (FOS)

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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

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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

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Horse Insurance is 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 Antares Insurance Company Limited reference number: 13763689. Antares Insurance Company Limited's registered office is 21 Lime Street, London, United Kingdom, EC3M 7HB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority under firm reference number 967451.

The underwriter for section 7 of this policy is Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London EC2N 4BQ. Registered in England no. 01514453.

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Firm Ref: 204847

The cover under Section 8 of this policy is provided by ARAG plc. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorized and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany. HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331)





KBIS Limited is authorised and regulated by the Financial Conduct Authority (FRN:300861). Registered Address: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Registered in England and Wales. (Company No. 2208091).  
KBIS Limited is part of the Specialist Risk Group.

**KBIS**  
Cullimore House  
Peasemore  
Newbury  
RG20 7JN

**[kbis.co.uk](http://kbis.co.uk)**