

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



0345 230 2323

# KBIS Horse Insurance

Your policy pack contains the following -

2025-05-01 Antares Equine Insurance Product Information Document	2 – 3
2025-05-01 Antares Equine Insurance Terms and Conditions	4 - 36
KBIS Client Terms of Business Agreement	37 – 45
SRG Privacy Notice	46 - 54

## Equine Insurance Insurance Product Information Document



Sections 1-6 of this insurance are provided by Antares Insurance Company which is registered in England. Antares Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No 13763689).

Section 7 of this insurance is provided by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited, which is registered in the UK. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 204847.

Section 8 of this insurance is provided by Arag PLC which is registered in England. Arag PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 02585818.

This document provides a summary of the cover, exclusions and restrictions. The full pre-contractual and contractual information of this insurance product can be found in the policy document which is available on request.

### What is this type of insurance?

Horse insurance designed for animals aged between 24 hours and 30 years (inclusive) at the start of cover. Cover will only be provided for horses which you declare to us and that we subsequently accept in writing.

 What is insured?	 What is not insured?
<p><b>What is covered on your individual policy is detailed in your certificate of insurance. The options below are only included if detailed in your certificate of insurance and the levels of cover or limits will vary depending on the options chosen.</b></p> <ul style="list-style-type: none"> <li>✓ Loss of your horse due to death by accident, illness or disease, theft or straying. Claims are paid at the Market Value of the horse at the time of loss up to the amount you have chosen to insure the horse for.</li> <li>✓ Veterinary Fees for your horse up to an agreed amount per incident following either an accident, illness or disease or accident only. Levels of cover and excess are detailed in your certificate of insurance.</li> <li>✓ Complementary therapy and hospitalisation costs.</li> <li>✓ Permanent Loss of use where in the opinion of both your veterinary surgeon and insurers veterinary surgeon your horse becomes permanently incapable of fulfilling the job for which it was vetted and insured.</li> <li>✓ Damage to or loss of harnesses, tack and saddlery up to the market value of the item at the time of the loss</li> <li>✓ Damage to or loss of horse trailers or horse-drawn vehicles up to the market value of the item at the time of loss</li> <li>✓ Personal accident cover for anyone riding or handling your horse with your permission limited to cover for Death, Loss of Limbs, Loss of Sight, Deafness, Permanent Total Disablement and Dental work only.</li> <li>✓ Legal liability for injuries to third parties or damage to their property up to the agreed amount arising out of your ownership of that horse (including when being ridden by another person with your permission).</li> <li>✓ Legal costs &amp; expenses for personal injury, which is the fault of another party while you are riding and caring for your horse. Losses from injury to the horse and Property damage while you are riding or caring for your horse, which is not</li> </ul>	<p>In relation to the whole policy</p> <ul style="list-style-type: none"> <li>✗ Conditions specifically excluded as detailed in your certificate of insurance.</li> <li>✗ Any excess noted on your certificate of insurance.</li> </ul> <p>In relation to Sections 1-3 (horse)</p> <ul style="list-style-type: none"> <li>✗ Any incident, illness, injury or disease that manifested, was present, or had been previously diagnosed in the horse before the start of your policy.</li> <li>✗ Any charges relating to the preparation of veterinary reports, third party reports (such as crime reports) or claim forms.</li> <li>✗ Any claim arising from anything other than accidental external injury or colic surgery within the first 45 days unless the criteria to lift the limited period (as noted in the policy wording) are met.</li> <li>✗ Euthanasia carried out without prior agreement from us unless the attending veterinary surgeon certifies 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; in this situation a post mortem must be carried out.</li> <li>✗ Any claim arising when the horse is taking part in or has taken part in an activity not included in the class of use noted on your certificate of insurance</li> </ul> <p>In relation to section 4 (tack)</p> <ul style="list-style-type: none"> <li>✗ Any horse rugs or blankets</li> <li>✗ Theft where there is no sign of forced entry</li> </ul> <p>In relation to section 5 (horse trailer/horse-drawn vehicles)</p> <ul style="list-style-type: none"> <li>✗ Any losses or costs relating to a trailer or horse-drawn vehicle incurred due to wear and tear</li> <li>✗ Accidental damage in respect of horse-drawn vehicles occurring during competitions, trials and cross country events and any training for these events.</li> </ul> <p>In relation to section 6 (Personal Accident)</p> <ul style="list-style-type: none"> <li>✗ Bodily injury sustained by any person arising out of and in the course of their employment by you.</li> <li>✗ Bodily injury occurring to any person under 5 years old or over 75 years of age.</li> </ul> <p>In relation to section 7 (Legal Liability)</p> <ul style="list-style-type: none"> <li>✗ Legal liability arising out of bodily injury sustained by any members of your family or household or any person arising out of and in the course of their employment by you.</li> <li>✗ Loss or damage to property owned by, or in the care, custody or control of, you or members of your family or household.</li> <li>✗ Liability arising in any way from carrying on a trade, business or profession.</li> </ul> <p>In relation to Section 8 Legal Expenses</p> <ul style="list-style-type: none"> <li>✗ Legal costs &amp; expenses incurred without our consent</li> </ul>

otherwise covered under your insurance policy. Contract disputes over agreements entered into by you in relation to your horse.

- \* Any act 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
- \* An allegation against you involving: assault, violence, or dishonesty, malicious falsehood or defamation, indecent or obscene materials, the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs; illegal immigration
- \* A dispute between your family members
- \* Your participation in racing where this is your profession
- \* The payment of fines, penalties or compensation awarded against you.



### Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! All treatments must be carried out or recommended by a qualified veterinary surgeon
- ! Certain limitations may apply to your policy. For example:
  - you may be required to pay the first part of any claim amount as an excess. This will be shown on your certificate of insurance.
  - there may be monetary limits for certain items or types of cover. These will be shown on your certificate of insurance.



### Where am I covered?

- ✓ Great Britain, Ireland, Northern Ireland, the Channel Islands and the Isle of Man
- ✓ The rest of the world on a temporary basis by prior approval



### What are my obligations?

- When arranging your policy or when making changes to your policy you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell us as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- You must at all times take reasonable precautions to avoid or minimise damage to property and to avoid, prevent or minimise any injury to others.
- You must report any incident whatsoever, whether or not you believe such incident may later lead to a claim, to us as within 30 days soon as possible by telephone, e-mail, the KBIS Claims app or fax. You may obtain a claim form by calling 0345 230 2323 or emailing [claims@kbis.co.uk](mailto:claims@kbis.co.uk)
- You must provide any documentation we ask for within a reasonable timescale
- You must ensure that the horse's health is maintained and take reasonable steps to prevent illness, injury or death. The horse must be regularly wormed or assessed for worm infestation by egg-count or saliva test, and treated in the event of a positive test result in accordance with veterinary guidelines. The horse must be vaccinated against tetanus and influenza.

**Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.**



### When and how do I pay?

- You can pay your premium annually (every 365 days) or calendar monthly (every calendar month. Payment can be made by Cheque, Credit or debit card or direct debit



### When does the cover start and end?

- This insurance cover is for a 12 month period and the start date and end date of the cover are specified in your policy certificate.



### How do I cancel the contract?

- You can cancel this insurance at any time by contacting us. If you cancel within the first 14 days and no claim has been made you will receive a full refund of any premium paid. After the 14 day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid subject to a deduction for any time for which you have been insured.

www.kbis.co.uk



0345 230 2323

# All you need to know about KBIS Horse Insurance



**Effective From 01/05/2025**

**This Guide includes the full  
Terms and Conditions of your  
policy.**

**Please read in conjunction  
with your Certificates of  
Insurance and Insurance  
Product Information  
Document (IPID) to  
understand your cover.**



## **Thank you for insuring your horse with KBIS British Equestrian Insurance - welcome to the family!**

As a team made up of horse owners, we understand the worry involved when your horse becomes ill or injured. It can be a stressful time and we want to reassure you that we are here to help when you need us most.

With the option for us to deal directly with your vets, you can concentrate solely on getting your four legged friend back to feeling themselves again.

We hope you and your horse remain in good health and have a great year ahead.

To complete a Claim Form, please click [here](#).  
For more information on how to make a claim, please see page 29 of the enclosed.

To keep up to date with all of our latest insurance insights, vets advice articles and news, follow us on social media.



# Contents

General Information about your policy	2
Terms and Conditions	3
Definitions	3-5
General policy conditions	5-7
Cancellation	8
General policy exclusions	8-9
General policy clauses	10
Section 1 – Death, Theft & Straying	11-13
Section 2 – Permanent Loss of Use	14-15
Section 3 – Veterinary Fees	16-21
Section 4 – Harnesses, Tack & Saddlery	22-23
Section 5 – Horse Trailers/Horse-Drawn Vehicles	23
Section 6 – Personal Accident Insurance	24-25
Section 7 – Legal Liability to Third Parties	25-26
Section 8 – Legal Expenses	26-30
Important Information	30
How we will use your data	30-31
Language and law and jurisdiction applicable to the policy	32
How to make a claim	32-33
How to make a complaint	33-34
Financial Ombudsman Service (FOS)	34
Financial Services Compensation Scheme	34
Status Disclosure	35

## General Information about your Policy

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

This **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.

## KBIS Ltd Horse Insurance 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 policy may, if indicated on the certificate, all be limited to Accidental External Injury Only.
<b>Certificate:</b>	The printed document titled either ‘Competition Horse Insurance’, ‘Leisure Horse Insurance’ or ‘Stoneways Horse’ showing <b>your</b> name, the details of <b>your horse</b> , the limits of the <b>sums insured</b> and any of the optional insurance coverage options <b>you</b> have selected.
<b>Co-Insurance:</b>	The amount <b>you</b> pay towards a claim in addition to the <b>excess</b> .
<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 anesthesia to correct disorders of, or involving any of, the following: stomach, small intestine, cecum, colon, or small colon.
<b>Complementary Therapy:</b>	Only the following treatments are considered to be <b>complementary therapy</b> for the purposes of <b>your policy</b> : Physiotherapy, Ultrasound Therapy, Faradism, Infra-red Therapy, Pulsed Electromagnetic Field Therapy (PEMFT), Class IV Laser Therapy*, Back manipulation, Corrective farriery, Osteopathy, Chiropractic, Nutraceuticals, Alternative Medicine, Herbalism, Homeopathy, Acupuncture, Mesotherapy, and / or Remedial Exercise.  If <b>your policy</b> is extended to include any of these therapies, coverage is only provided for specific conditions diagnosed by a <b>veterinary surgeon</b> and certified by them as requiring <b>complementary therapy</b> . Any <b>complementary therapy</b> must be carried out by a <b>complementary therapist</b> , or by a <b>veterinary surgeon</b> .  *Only Class IV Laser Therapy carried out by a <b>veterinary surgeon</b> is covered under <u>Section 3 – Veterinary Fees of this policy</u> .
<b>Complementary Therapist:</b>	A <b>complementary therapist</b> is 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.  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).
<b>Diagnostic Imaging:</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 contribution <b>you</b> make towards any claim against <b>your</b> insurance <b>policy</b> .
<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 <b>incident</b> 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> .
Equine Gastric Ulcer Syndrome / Equine Gastric Glandular Disease:	<b>Equine gastric ulcer syndrome</b> or <b>Equine gastric glandular disease</b> refers to the disease complex and symptoms that are associated with erosive and ulcerative lesions of the non-glandular (squamous) and/or glandular mucosa of the oesophagus, stomach or duodenum.
Foaling Risk:	If the <b>horse is a mare</b> , <b>foaling risk</b> is defined as an <b>incident</b> arising during the process of giving birth to a foal that is life-threatening to the <b>horse</b> . <b>Foaling risk</b> coverage under <b>your policy</b> is limited to uterine tears, ruptures of the uterine artery, uterine prolapses and/or caesarean section (C-section), if required to save the <b>horse's</b> life.
Horse:	The <b>horse/pony/donkey/jennet/ass</b> named or otherwise identified on the <b>certificate</b> .
Hospitalisation:	The period during which the <b>horse</b> is admitted to a veterinary hospital for specified diagnostic procedure(s) or treatment(s) that a <b>veterinary surgeon</b> certifies can only be satisfactorily completed on an in-patient basis.
Incident:	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> . <b>Example</b> 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> of Insurance.
Market Value:	The price at which ownership of the <b>horse</b> would change between a willing seller and a willing buyer, with neither party being under a compulsion to buy or sell, and both having reasonable knowledge of the relevant facts.
Medication:	Any veterinary medicine prescribed by a <b>veterinary surgeon</b> for treatment of <b>your horse</b> for a particular <b>incident</b> . Any veterinary medicine administered to the <b>horse</b> must be listed in the "Current Authorised Products" category of the Product Information Database administered by DEFRA: <a href="http://www.vmd.defra.gov.uk/ProductInformationDatabase/">http://www.vmd.defra.gov.uk/ProductInformationDatabase/</a> as a recognised treatment for the condition for which <b>you</b> are claiming.
Period of Insurance:	Means 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> .
Policy:	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.
Post Mortem:	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> .
Reasonable Information	Any information deemed by us as relevant to assist in the assessment of a claim.
Second Opinion:	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> .
Sum Insured:	The amount stated on the <b>certificate</b> which represents the maximum amount <b>we</b> will pay for the loss of the <b>horse</b> in any event
Veterinary Fees:	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:

<b>Veterinary Surgeon:</b>	<p>a. any consultation, examination, advice, test, diagnostic procedure, 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</p> <p>b. any <b>medication</b> legally prescribed by a <b>veterinary surgeon</b></p>
	<p>A <b>veterinary surgeon</b> is defined as 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>	<p>a. KBIS Limited and / or Antares Insurance Company Limited in respect of Sections 1-6</p> <p>b. KBIS Limited and / or Lloyd's Syndicate 4444 in respect of Section 7 only</p> <p>c. KBIS Limited and / or ARAG plc in respect of Section 8 only</p>
<b>You/your:</b>	<p>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>.</p>

## General Policy Conditions

- 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.
- 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.
- 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.
- 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.
- The **horse** must:
  - remain within the borders of the countries as defined in the Geographical Limits Clause of the **policy** during the whole **period of insurance**; and
  - 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	
<b>Class 1</b>	At Grass, Breeding & Youngstock, Retired
<b>Class 2</b>	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, Le-Trec and Eventing/Cross Country up to and including 105cm, Competitive Long Distance Riding (under 40km), pony racing.
<b>Class 3</b>	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.
<b>Class 4</b>	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, e-mail, the KBIS Claims app or fax. If necessary, **we** may instruct a **veterinary surgeon** to examine the **horse** on **our** behalf. Any **incident** which leads to a claim that is not notified 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** willful 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 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 01635 247474 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.

There can be no abandonment to **us** of any **horse** or any other property covered by this **policy**.

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

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Cancellation

- 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.
- 3 **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

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

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

- 5 **We** will not make a payment of any claim or provision of any benefit in the event that doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 6 **Your policy** does not cover any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
- a. CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT; or
  - b. Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any DATA, including any amount pertaining to the value of such DATA, regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions below

Subject to all the terms, conditions and exclusions contained in this **policy** or any endorsement to this **policy**, clause a. above shall not apply in respect of any actual or alleged liability for and/or arising out of:

- a. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
- b. any ensuing physical damage to or destruction of tangible third party property, resulting from or arising out of a CYBER INCIDENT, unless that CYBER INCIDENT is caused by, contributed to by, resulting from, arising out of or in connection with a CYBER ACT.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a CYBER INCIDENT or a CYBER ACT.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. In any claim, and in any action, suit or proceeding to enforce a claim under **your policy**, the burden of proving that this exclusion does not apply will be **yours**.

For the purposes of this exclusion, the following definitions apply:

COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such an act, involving access to, processing of, use of or operation of any COMPUTER SYSTEM.

CYBER INCIDENT means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

## General Policy Clauses

### Second Opinion Clause

We reserve the right to obtain a **second opinion**, at **our** own expense and by a **veterinary surgeon** employed 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 2- or 5-stage pre-purchase examination (including the provision of any additional veterinary information as required by **us**) during the purchase process, but no longer than 15 days prior to the date **your** application for insurance is received by **us**; and
  - c. **your** application for insurance is received by **us** within 7 days of the date of purchase.
- 2 When transferring a **policy** from another insurance company to **us**, 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

### 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 guidelines for a mortality claim on an insured **horse**.

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

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

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

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

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

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

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

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

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

## Section 1c Death – All Other Cases

In the event that the **horse** dies or is found dead due to unknown 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/or **euthanasia** 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
  - f 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**

### Section 2 – Permanent Loss of Use

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

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

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

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

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

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

- 1 **Our veterinary surgeon** may require that the **horse** be assessed from a rider's perspective by a professional rider to be mutually agreed on between **you** and **us** to determine the significance of the condition.
- 2 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 euthanase the **horse**. **You** must not euthanase 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 £200 for carcass **disposal** 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

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

Each **incident** or **foaling risk** must have been advised to **us** 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.

### Conditions applicable to Section 3 – Veterinary Fees

- 1 A claim for **equine gastric ulcer syndrome** and/or **equine gastric glandular disease** will only be considered when **your horse** is exhibiting clinical symptoms of these conditions.
- 2 If the **horse** is exhibiting clinical symptoms of **equine gastric ulcer syndrome** and is diagnosed as suffering with gastric ulceration at Grade 2 or above (on the EGUS Lesion Scoring System (LSS) published by the Equine Gastric Ulcer Council) by gastroscopic examination, its condition must be reassessed by gastroscopic examination at 90-day intervals. If, at any reassessment, the gastric ulceration is found to have resolved below Grade 2 on the LSS, all coverage 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 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 **complimentary therapist** provides a discount for paying the cost of **veterinary fees** or **complimentary 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.

### 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 imaging** procedure repeated for any reason at a second or referral veterinary clinic if the procedure has previously been performed on the **horse** by another **veterinary surgeon** in relation to the **incident** claimed for.
- 3 **Veterinary fees** incurred in connection with elective, preventative or routine treatments or procedures including, but not limited to:
  - a. inoculations or vaccinations;
  - b. dentistry; or
  - c. spaying or castration.
- 4 **Veterinary fees** incurred in connection with:
  - a. hereditary or congenital complaints; or
  - b. behavioural problems; or
  - c. known vices e.g. crib biting, wind sucking, or weaving; or
  - d. extraction of wolf teeth.
- 5 Any costs incurred for **euthanasia** of the **horse**, the **post mortem**, or carcass **disposal**.
- 6 Care/management fees, livery expenses, or transportation costs.
- 7 **Veterinary fees** arising out of any **incident** or **foaling risk** occurring within the Limited Period other than those caused by **AEIO**.
- 8 **Veterinary fees** for any **incident** not advised 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 treatment** 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 **complimentary therapist** if in the opinion of **our veterinary surgeon** the procedure or treatment should or must be performed by a **veterinary surgeon** or **complimentary 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.

## 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 certificate.

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

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

- 1 **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**.
- 2 **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**.
- 3 **You** must immediately report any loss of **tack and saddlery** to the police, and **you** must strictly follow their recommendations. **You** should also obtain a crime report from the police, detailing the items lost and a Crime Reference Number (CRN).
- 4 **You** must immediately report any theft or disappearance of **tack and saddlery** to **us**.
- 5 **We** will not pay any claim under this [Section](#) for theft of **tack and saddlery** until 30 days after the theft is reported to **us** and then only in the event that the **tack and saddlery** has not been recovered during that period.
- 6 **We** will not pay more than the **market value** of the **tack and saddlery** at the time of the loss or the **sum insured** declared on **your certificate** whichever is less.
- 7 **We** will not pay more than £500 for any saddle or item of tack unless you can provide the following:
  - a. proof of purchase (receipts and/or invoices) which show the make, model, purchase price and date of purchase; or,
  - b. 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.
- 8 In the event of any payment under this section, **we** reserve the right to take title and possession of the **Tack and Saddlery**.
- 9 If the **sum insured** for **tack and saddlery** as stated on the **certificate** is:
  - a. greater than £7,500 in total; or
  - b. if more than 10 **horses** are kept at the premises; the room/container in which the **tack and saddlery** is kept must have a professionally fitted and maintained, monitored burglar alarm installed which must be activated at all times when the premises are not attended.

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

This [Section](#) does not cover:

- 1 The **excess** for this [Section](#), as stated on **your certificate**.
- 2 Any clothing or personal effects.
- 3 Any **horse** rugs or blankets.
- 4 Any loss or damage caused by moth, vermin, wear and tear, gradual deterioration, or atmospheric conditions.
- 5 Any damage to, or deterioration of, any item of **tack and saddlery** caused by the actual process of dyeing, cleaning, repair, or renovation.
- 6 Any loss or damage resulting from riding school use, except when **you** are the pupil.
- 7 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

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.
- 7 Damage or loss of any security equipment e.g. wheel clamps.

## Section 6 – Personal Accident Insurance

In the event that, during the **period of insurance**, 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 your horse, which you 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 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

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

- a accidental bodily injury or disease (fatal or non-fatal) to other persons.
- b accidental loss or damage to material property up to the maximum limit of liability stated on the **certificate**, where such injury, disease or loss is caused by, through, or arises in connection with, the **horse**, and where such injury, disease, loss or damage occurs during the **period of insurance**.

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

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

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

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

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

This Section does not cover:

- 1 The **excess** for this Section, as stated on **your certificate**.
- 2 **Bodily injury** sustained by any person arising out of, and in the course of, their employment by **you** under a contract of service or apprenticeship.
- 3 Loss or damage to property owned by, or in the care, custody or control of, **you** or members of **your** family or household.
- 4 Liability arising under any contract which would not have attached in the absence of such contract.
- 5 Liability arising in any way from carrying on a trade, business or profession.
- 6 Liability for damage to fences or growing crops when the **horse** is being ridden.
- 7 Liability directly or indirectly arising through, or in connection with, the use, ownership or possession by, or on **your** behalf, of any mechanically propelled vehicle, aircraft, ship, vessel or craft.
- 8 Liability attaching to any riding school or any other business that has care, custody or control of the **horse**.
- 9 **Bodily injury** sustained by any members of **your** family or household.
- 10 **Bodily injury** sustained by any person riding or using the **horse** if **you** are remunerated for such use of the **horse** in any way, including by exchange for keep or livery of the **horse** or for another **horse** in **your** ownership.
- 11 Loss, damage, liability, claim, cost, fee or expense caused by:
  - a the use of, or inability to use;
  - b any error or omission relating to the use of; or
  - c any hoax or threat relating to the use of any application, process or software.
- 12 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.

## Section 8 - Legal Expenses

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.

#### Appointed Advisor:

- 1 The solicitor or other advisor (who is not a mediator) appointed by **us** to act on **your** behalf under this section.
- 2 The mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

<b>Collective Conditional Fee Agreement:</b>	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: <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>	A legally enforceable agreement between <b>you</b> and the <b>appointed advisor</b> for paying their professional fees on the basis of either: <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:</b>	ARAG Legal Expenses Insurance Company Limited.
<b>Legal Costs &amp; Expenses:</b>	<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 defending 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.</li> </ol> <p>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.</p>
<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 & 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, **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

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, Isle of Man, Channel Islands 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

**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

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

[compliance@antaresglobal.com](mailto:compliance@antaresglobal.com)

+44 (0)20 7959 1900

If you would like to read Lloyd's Syndicate 4444's privacy notice, please visit their website at:

[www.canopus.com/privacy](http://www.canopus.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  
Canopus Managing Agents Limited  
Floor 29  
22 Bishopsgate  
London EC2N 4BQ  
UK

Tel: + 44 20 7337 3700 (this is a basic rate number)

Email: [privacy@canopus.com](mailto:privacy@canopus.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).

#### **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

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

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) 1635 247474

You can view our [office opening times](#) here.

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

### 2. 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.

### 3. 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.

### 4. 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

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

**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 3 working days from the date **we** receive **your** complaint.

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

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

## Initiating **your** complaint under Section 8 – Legal Expenses

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

Unit 4a,

Greenway Court,

Bedwas,

Caerphilly CF83 8DW

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)

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)

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

Details for contacting the FOS are:

The Financial Ombudsman Service Exchange Tower  
Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from a landline or 0300 123 9123 from a mobile Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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

### Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Status Disclosure

Leisure Horse Insurance and Competition Horse Insurance are sold and administered by KBIS Ltd, (registered in England, No. 2208091). Registered office: Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN. KBIS Ltd is authorised and regulated by the Financial Conduct Authority (Financial Services Register No 300861).

The underwriter for sections 1 to 6 of this **policy** is Antares Insurance Company Limited reference number: 13 7636 89

Antares Insurance Company Limited's registered office is 21 Lime Street, London, United Kingdom, EC3M 7HB company number is 13763689. Antares Insurance Company Limited, a company registered in England under registered number 13763689 whose registered office address is 21 Lime Street, London, United Kingdom, EC3M 7HB is regulated by the Prudential Regulation Authority and the Financial Conduct Authority and authorised by the Prudential Regulation Authority.

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 authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

October 2024



# KBIS TERMS OF BUSINESS AGREEMENT

## TERMS OF BUSINESS AGREEMENT

---

This document sets out the way in which we will conduct our business with you.

KBIS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the FCA register at <https://register.fca.org.uk/> or telephone 0800 111 6768.

**Please read this document carefully.**

It explains how we will arrange your insurance for you. We would like you to pay close attention to the sections on -

- (a) Our service
- (b) Your obligations
- (c) How we handle your money
- (d) How we are paid for our services
- (e) Cancellation of your insurance
- (f) Conflicts of interest
- (g) Claims
- (h) Complaints
- (i) Limitation of liability

Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree as proceeding with a quotation or renewal will be taken as your acceptance of these terms of business.

## OUR SERVICE

---

We are an insurance broker otherwise known as an agent and our regulator the FCA allow us to arrange insurance contracts which do not have any investments attached to them.

We offer both advised (where we recommend a particular product for you) and non-advised sales. We shall let you know in writing if we arrange insurance for you but do not offer advice. We aim to treat our customers fairly at all times. Sometimes we also act as an agent of the insurer. We will inform you if this situation arises.

If you are unsure about any aspect of our terms of business or have any questions regarding our relationship with you, please contact us.

## HONEST DISCLOSURE

---

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If you are in doubt, please contact us. If the information provided by you is not complete and accurate:

- The insurer may cancel your policy and refuse to pay any claims.
- The insurer may not pay any claim in full or your premium may be revised, or an excess imposed, or
- The extent of the cover may be affected.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

## INSURERS

---

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, or other group companies who may have similar arrangements with insurers.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims. We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

## DOCUMENTATION

---

We will confirm in writing details of all covers you take out including the identity of the insurer.

You must read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply.

Particular attention must be paid to any warranties (that what you tell the insurer is true) and specific conditions as failure to comply with them could invalidate your policy and claims may not be paid.

If you are unsure of anything in the documentation being provided, please contact us.

We recommend that you retain all paperwork relevant to your insurances, as this may be useful for future reference.

## PAYMENT

---

We will provide you with a quotation before your insurance arrangements are concluded. This will tell you the total price to be paid and identifies any fees, taxes and charges separately from the premium. We will provide you with a debit note detailing the amounts due and the terms of payment.

Some insurers include terms outlining the conditions that need to be met for claims to be made on certain contracts; others require that the premium be paid within certain strict guidelines. Failure to meet deadlines can lead to a policy being cancelled and render the contract void.

## STATEMENT OF ACCOUNT

---

Insurance contracts are often paid for by obtaining credit from an insurance company. We will send a statement to our clients on a regular basis with details of debit and credit notes included. All balances must be settled within the terms of credit. Please contact us if anything is unclear.

## HANDLING MONEY

---

### **How do we handle your money?**

In our role as an agent between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

### **Payment to third parties:**

When acting for you Specialist Risk Insurance Solutions (SRIS) may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person, this could also be outside the United Kingdom. The rules regarding your money outside the United Kingdom may be different. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

To improve the efficiency of our business we may wish to transfer your policy between companies within the Specialist Risk Group of companies. In such circumstances, we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money remains in place at all times. We will retain any interest or income accrued.

## HOW WE ARE PAID FOR OUR SERVICES

---

We are paid for our services by receiving a percentage of the insurance premium by way of commission /brokerage and/or fee. Our commission is paid after payment of your premium.

We may earn income in a number of other ways, such as lump sums for providing additional services, or sharing in insurer profits. We can also earn interest on the client money we hold from customers. On request we will be pleased to provide information about any remuneration and other earnings received by us in the handling of your insurances.

Where we arrange premium finance (i.e. you are provided credit for taking out the insurance policy) on your behalf we may be remunerated for our assistance in putting this financing in place. We can provide details of our remuneration on request. Our preferred provider of premium finance is Close Brothers Limited (trading as Close Brothers Premium Finance). However, whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider and insurer's own credit facilities may be available.

## CANCELLATION OF YOUR INSURANCE, THE 'COOLING-OFF' PERIOD AND REFUNDS

---

Your insurance contract may include a cancellation clause. Insurance firms may keep part or all of your premium and our fees are not refundable.

You are also entitled to a statutory 'cooling-off' period which ends 14 days after you receive your policy documents. This gives you the opportunity to reconsider whether or not this policy is right for you and whether or not it fulfils your insurance needs. Please write by email or post to cancel your policy during this time, please note you may still be charged by the insurance firm for the time you were insured.

If you cancel your insurance arrangement after the end of the cooling off period, we reserve the right to charge an additional or separate fee, agreed with you in advance and/or retain any fees charged by us for the arrangement of your insurance and the work undertaken in doing so.

We would also draw your attention to the section headed 'Ending your relationship with us', which you will find towards the end of the document.

## CONFLICT OF INTERESTS

---

Sometimes an occasion can arise where we, one of our associated companies, clients, or insurers, may have a potential conflict of interest with business being transacted for you, such as where we act for more than one person or firm at the same time. If this happens, and we become aware that a potential conflict exists, we will advise you of the potential conflict and explain how it has arisen. We will also take appropriate action to avoid any detriment to you.

We may arrange insurance for you through another company in the Specialist Risk Group group which acts on behalf of one or more insurers. In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that a Specialist Risk Group company owes to the insurers that it represents.

## CONFIDENTIALITY AND DATA PROTECTION

---

This is a summary of how we use relevant information about you to arrange and administer your insurance. This information includes details such as your name, address and contact details and other information that we collect about you in connection with arranging and administering your insurance. This information may also include more sensitive details such as information about your health and any criminal convictions you may have and other sensitive information. Our full privacy statement can be found on our website, [www.kbis.co.uk](http://www.kbis.co.uk), or can be provided on request. You should review our privacy statement to ensure that you understand how we use data and your rights in respect of that data.

We will process any personal information we obtain in the course of providing our services in accordance with Data Protection Law and we have policies and procedures in place to protect and manage that information. We treat all information provided by our clients as private and confidential and we will always work to ensure that personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may require us to enter into other written agreements with you to enable us to comply with Data Protection Law.

Personal data that we collect will only be disclosed in the normal course of negotiating insurance transactions undertaken on behalf of our clients and administering insurance. We will however need to use and disclose information provided by our clients which may include personal and sensitive personal data in order to obtain insurance quotations and in the course of arranging, placing or administering insurance. This may involve passing information on to insurer(s), other intermediaries and other product or service providers which supply us with business and compliance support in relation to such insurance. We may also need to pass such information on to industry regulators, auditors or in the event that the information is requested by a court of competent jurisdiction. The use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers and reinsurers is further explained in The Lloyd's and London Insurance Market Core Information Notice. Our core uses and disclosures are consistent with this notice and we recommend that you review this document which can be accessed via the link in our privacy notice.

Depending on the circumstances or nature of the insurance we may need to transfer personal data out of the jurisdiction of the European Economic Area. If this is necessary we will always ensure that your data is protected as required by Data Protection Law.

We may use your data for research, statistical analysis and crime prevention including the investigation of fraud. Sometimes we will also contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will only do this however in accordance with our obligations under Data Protection Law.

In some circumstances, we will need to pass information about you on to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and in particular where you have requested a premium instalment plan. This may include details of your payment record to us.

Where using personal data relies on your consent, we will obtain that consent or ensure that the consent is obtained from you in accordance with Data Protection Law. Where this is the case, you will be entitled to withdraw that consent. That may mean however that we are unable to arrange, place or administer your insurance properly.

In some cases you will have the right to ask us to stop using your personal data, to tell us that you no longer want to receive information from us, to ask us to correct information we have about you or to ask us for the information we hold about you. Full details of your rights under Data Protection Law and how to enforce those rights are set out in our privacy statement on our website.

If at any time you want us, or any company associated with us, to cease processing any personal data or sensitive personal data we hold about you, or to cease contacting you about products and services, you should write to our Compliance Officer.

'Data Protection Law' means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.

## YOUR PREMIUM PAYMENT OBLIGATIONS

---

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s).

If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

You may be offered the opportunity to pay premiums by instalments by bank transfer. Once established we are not permitted to change any schedule unless previously advised in writing. All premiums notified as part of an instalment plan must be completed as per the contract. Any failure to meet the financial requirements can prejudice the contract and render it voidable.

## CLAIMS

---

To assist us to process any claim made by you it is vital that you must tell us promptly and without delay as this may affect your claim and have it declined. Please contact your claims manager to any advice and support.

At the conclusion of any claim we will issue confirmation notices to you detailing the settlement sum and any excess deducted. Should this amount appear on any statement of account in lieu of payment we will endeavour to settle this without delay. Any credit should not be taken until it is shown on the statement of account.

To assist us to process any claim made by you it is vital that you notify us promptly when an incident, which may give rise to a claim, occurs. Delays may prejudice negotiations and entitle the insurer to repudiate the claim. In the event of uncertainty, the incident should always be reported.

Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers, the communication of reports and correspondence in connection with the claim between appropriate parties, and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your contract.

We will provide claims handling services for the period of our appointment as your Broker. These services can be continued beyond that point by mutual agreement but will be subject to additional fee. If we are unable to reach mutual agreement for ongoing claims handling services, any open claims files will be transferred to your newly appointed broker to service from the date of their appointment.

## COMPLAINTS

---

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services.

In the event that our service does not meet your expectations, we ask you to make a complaint to us by contacting our Complaints team by email at [complaints@specialistrisk.com](mailto:complaints@specialistrisk.com) or by telephone. We will acknowledge your complaint promptly, explain how we will handle it, and tell you what you need to do. We will keep you informed of the progress of your complaint.

We will handle your complaint fairly and, as part of our quality procedures, we will use it to maintain and improve our client service.

Should you remain dissatisfied with our handling of your complaint, or its outcome, you may have the right to refer the matter to the Financial Ombudsman Service (FOS). We enclose documentation detailing our Complaints Procedure. Their address and contact details are;

### **The Financial Ombudsman Service**

Exchange Tower

London

E14 9SR

Telephone: 0800 0234 567 (from landline)

Telephone: 0300 123 9 123 (from mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

We enclose documentation detailing our Complaints Procedure.

## FINANCIAL SERVICES COMPENSATION SCHEME

---

We are a member of the Financial Services Compensation Scheme (FSCS) which means you may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the circumstances of the claim. Compulsory classes of insurance, insurance advising and arranging is covered for 100% of any claim, without upper limit. For other classes, coverage is 90% of any claim without upper limit. Further information about the compensation scheme arrangements is available from the FSCS at <https://www.fscs.org.uk>.

## THIRD PARTY (RIGHTS AGAINST INSURERS) ACT 2010

---

Where an insured becomes insolvent and has incurred a liability to a third party, the third party may be entitled under the Third Party (Rights Against Insurers) Act 2010 ('the Act') to make a claim against the relevant insurer directly. Where we cannot make contact with you if this happens, we would be obliged to release information requested of us at the time.

## ENDING YOUR RELATIONSHIP WITH US

---

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of seven days notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these terms of business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## GOVERNING LAW AND JURISDICTION

---

The law of England and Wales will apply to this agreement unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

**SRG** A Specialist Risk  
Group Company

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

ask@kbis.com  
0345 230 2323

**kbis.co.uk**

**Privacy Notice**

— **DIFFICULT.** \_\_\_\_\_  
— **DONE WELL.** \_\_\_\_\_

# Specialist Risk Group Privacy Notice

---

Specialist Risk Group (“SRG”) takes your privacy seriously and understands that you care about how your personal information is used and shared. We will only collect and use your personal information in accordance with the terms of this notice and in a manner that is consistent with our obligations and your rights under the law.

This Privacy Notice explains the types of personal information we collect and how we use, disclose and protect that information

## Contents

---

<b>Specialist Risk Group Privacy Notice</b>	<b>2</b>
<b>What does this privacy notice apply to?</b>	<b>3</b>
<b>Your rights</b>	<b>3</b>
<b>What information do we collect?</b>	<b>3</b>
<b>How do we use your information?</b>	<b>4</b>
<b>The use of your personal information for marketing purposes</b>	<b>5</b>
<b>The use of special categories of personal information</b>	<b>6</b>
<b>Retention of your personal information</b>	<b>6</b>
<b>Transferring your personal information</b>	<b>7</b>
<b>Safeguarding your personal information</b>	<b>7</b>
<b>Who do we share your personal information with?</b>	<b>7</b>
<b>What happens if our business changes hands?</b>	<b>7</b>
<b>How you can access your information and correction</b>	<b>8</b>
<b>Contacting us</b>	<b>8</b>
<b>Your right to complain to the ICO</b>	<b>8</b>
<b>Changes to our Privacy Notice</b>	<b>8</b>

---

## What does this privacy notice apply to?

---

This Privacy Notice applies to personal information collected by companies within the Specialist Risk Group (“SRG”) in connection with the services and products they offer. This includes information collected offline through our various offices in the UK, our direct marketing campaigns and online through our websites, applications and branded pages on third party platforms.

This privacy notice is hereby incorporated into and forms part of our general terms of trade and the terms and conditions of use of any applicable SRG website. SRG comprises the following companies:

- Miles Smith Limited
- Miles Smith Broking Limited
- Miles Smith International Limited
- Core Underwriting Limited
- The Underwriting Exchange Limited
- The Underwriting Exchange (Ireland) Limited
- Specialist Risk Insurance Solutions Limited
- David Codling and Associates Limited
- Specialist Risk International Limited
- Lupton Del Principe Associates Limited
- GB Underwriting Limited
- KBIS Limited
- AUA Insolvency Risk Services Limited
- MX Underwriting Limited
- Emrose (Insurance Brokers) Limited
- Blackrock Insurance Solutions Limited

Our websites may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

## Your rights

---

As a data subject, you have the following rights under Data Protection Law (the applicable law and regulation relating to the processing of personal data) which this notice and our internal policies are designed to facilitate:

1. The right to be informed about our collection and use of your personal data;
2. The right to request a copy of the personal data we hold about you (see **How you can access your information and correction**);
3. The right to have any personal data we hold about you that is inaccurate or incomplete rectified;
4. The right to ask us to delete any personal data we hold about you
5. The right to restrict the processing of your personal data;
6. The right to obtain a copy of your personal data and to transfer it to another organisation;
7. The right to object to us using your personal data for particular purposes; and
8. Rights with respect to automated decision making and profiling.

If you have any questions, comments or concerns about our use of your personal data, or you wish to exercise any of the rights listed above, please contact us using the details provided (see **Contacting us**).

If you are dissatisfied with our response you have the right to make a complaint to the UK’s supervisory authority, the Information Commissioner’s Office (see **Your right to complain to the ICO**).

## What information do we collect?

---

In this privacy notice, your “personal information” means information that could allow you to be identified. In order for us to provide insurance quotes, insurance policies, and/or deal with any claims and for crime prevention, we need to collect and process personal data about you. The types of personal data that are processed may include:

## Information you give us directly:

Types of personal data	Details
<b>Individual details</b>	Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to you
<b>Identification details</b>	Identification numbers issued by government bodies or agencies, including your national insurance number, passport number, tax identification number and driving licence number
<b>Financial information</b>	Bank account or payment card details, income or other financial information
<b>Risk details</b>	Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, criminal convictions, or other special categories of personal data. For certain types of policy, this could also include telematics data
<b>Policy information</b>	Information about the quotes you receive and policies you take out
<b>Credit and anti-fraud data</b>	Credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you
<b>Previous and current claims</b>	Information about previous and current claims, (including other unrelated insurances), which may include data relating to your health, criminal convictions, or other special categories of personal data and in some cases, surveillance reports
<b>Special categories of personal data</b>	Certain categories of personal data which have additional protection under the GDPR. The categories are health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation

## Information collected automatically when you use the SRG websites

We (and third-party service providers acting on our behalf) use cookies and other tools (such as web analytic tools and pixel tags) to automatically collect information about you when you use SRG sites, subject to the terms of this Privacy Notice and applicable data laws and regulations. The types of information collected automatically may include:

- information about the type of browser you use
- details of the web pages you have viewed
- your IP address
- the hyperlinks you have clicked
- your user name, profile picture, gender, networks and any other information you choose to share when using Third Party Sites (such as when you use the "Like" functionality on Facebook or the +1 functionality on Google+)
- the websites you visited before arriving at a SRG site

## How do we use your information?

---

Our use of your personal information will always have a lawful basis, either because it is necessary for our performance of a contract with or arranged for you, because you have consented to our use of your personal data or because it is in our legitimate interests. We set out below the purposes we and other insurance market participants (see [Who do we share your personal information with?](#)) might use your personal data for.

### Purposes

<b>Quotation/Inception:</b>	<ul style="list-style-type: none"><li>• Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks</li><li>• Evaluating the risks to be covered and matching to appropriate policy/premium</li><li>• Payment of premium where the insured/policyholder is an individual</li></ul>
-----------------------------	---

<b>Policy administration:</b>	<ul style="list-style-type: none"> <li>• Client care, including communicating with you and sending you updates</li> <li>• Payments to and from individuals</li> </ul>
<b>Claims Processing:</b>	<ul style="list-style-type: none"> <li>• Managing insurance and reinsurance claims</li> <li>• Defending or prosecuting legal claims</li> <li>• Investigation or prosecuting fraud</li> </ul>
<b>Renewals:</b>	<ul style="list-style-type: none"> <li>• Contacting the insured/policyholder to renew the insurance policy</li> <li>• Evaluating the risks to be covered and matching to appropriate policy/premium</li> <li>• Payment of premium where the insured/policyholder is an individual</li> </ul>
<b>Other purposes outside of the insurance lifecycle but necessary for the provision of insurance throughout the insurance lifecycle period:</b>	<ul style="list-style-type: none"> <li>• Complying with our legal or regulatory obligations</li> <li>• General risk modelling</li> <li>• Transferring books of business, company sales and reorganisations</li> </ul>
<b>Marketing:</b>	<ul style="list-style-type: none"> <li>• Sending you information about other SRG products and services we think may be of interest to you</li> <li>• Sending you risk management information that we think will help you to identify and mitigate the risks in your business</li> </ul>

For a more detailed explanation of how we will use your personal data for marketing purposes see [The use of your personal information for marketing purposes](#). For details of how we use special categories of personal data see [The use of special categories of personal information](#).

## The use of your personal information for marketing purposes

When you become a customer, we will on occasion use your name and email address to send you information about other SRG products and services that we think you may be of interest to you. We will also send you risk management information that we think will help you manage and mitigate the risks in your business and minimise their financial impact. Your information will only be used by companies within SRG for this purpose and will not be shared with third parties. See [What does this privacy notice apply to?](#) for a list of the companies within SRG.

### Your right to object

You have the right to object to our use of your personal details for direct marketing purposes whereupon we will cease such activity immediately. If you wish SRG to stop sending you marketing material you can contact us by telephone (9am - 5pm, Mon - Fri), email or via our website.

- Email: [kbenneworth@specialistrisk.com](mailto:kbenneworth@specialistrisk.com)
- Telephone: 020 7977 4800
- Website: [www.specialistrisk.com](http://www.specialistrisk.com)

You can also unsubscribe from our mailings by clicking on the link in one of our electronic messages. All our electronic marketing communications will include the option to unsubscribe.

### The legal basis for using your personal details for direct marketing

We are permitted to process your information to send you marketing material where we have a legitimate business purpose. When we process information for our legitimate interest we make sure to consider and balance any potential impact on you and your rights under data protection laws. We will not use your personal information for activities where our interests are overridden by yours, unless we have your consent or are otherwise required or permitted by law.

SRG has undertaken a review of its marketing activities and considered its impact on its customers. It has concluded that it is reasonable to assume that its customers would expect SRG to promote its services and products to them, provided such customers have not indicated that they do not want to receive such material. In addition, SRG believes that its customers find this information useful in managing their risk exposures, and that in the context of its professional and commercial relationship with its customers, SRG's marketing activity represents a minimal intrusion into the customer's privacy and there is no other unreasonable impact on the customer. Furthermore, SRG will provide its customers with the opportunity to unsubscribe from receiving marketing material in every marketing communication they receive.

SRG may also send marketing information to prospective clients who have used our services in the past or whose contact details have been provided to SRG by existing clients or other third-party introducers. Following a review of this activity, SRG has concluded that the use of this personal information is within the reasonable expectation of the recipients and that the impact on the prospective customer's privacy is minimal. The limited nature and frequency of such communications ensure that such activity does not become intrusive.

For these reasons, SRG has decided to base its use of personal information for marketing purposes on the ground that it has a legitimate interest in providing its clients with such material.

### **Marketing to individuals**

The Privacy and Electronic Communications Regulation (PECR) requires that electronic marketing communications are not sent to Individuals unless they have consented to receive such material. An Individual is defined as a natural person, a sole trader or an unlimited partnership. It does not apply to corporate entities even where an email address includes personal information.

SRG utilises the "soft opt-in" process available under PECR to obtain this consent. This means organisations can send marketing texts or emails if:

1. they have obtained the customers contact details in the course of a sale (or negotiations for a sale) of a product or service to that person;
2. they are only marketing their own similar products or services; and
3. they gave the individual the opportunity to refuse or opt out of the marketing, both when first collecting the details and in every message after that.

SRG gives its customers the opportunity to decline receiving marketing material when it first collects the customers contact details, whether the prospective sale is conducted by telephone, online or by email, and the option to unsubscribe is also included in all subsequent marketing communications.

Where you purchase insurance through SRG via our call centre or online we will ask for your consent to send you marketing communications.

## **The use of special categories of personal information**

---

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data (e.g. health information) or information relating to criminal convictions and offences. Where this is required we will only process this information if it is required for an insurance purpose, such as advising, arranging, underwriting, handling a claim or exercising a right or complying with an obligation under, an insurance contract. We will ensure that the processing of the special category data is necessary and proportionate for that purpose.

In certain circumstances we may need your consent to process such information. Where we need your consent, we will ask for it separately and you do not need to give your consent and may withdraw it at any time. However, if you do not give your consent, this may affect our ability to arrange and administer the insurance cover from which you benefit and may prevent us from arranging cover for you or handling your claims.

## **Retention of your personal information**

---

We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, for so long as there is any possibility that either you or we may wish to bring a legal claim under this insurance, or where we are required to keep your personal data due to legal or regulatory reasons.

## Transferring your personal information

---

We may need to transfer your data to insurance market participants or their affiliates or sub-contractors which are located outside of the European Economic Area (EEA). Those transfers would always be made in compliance with Data Protection Law. You are deemed to accept and agree to this by using our site and/or our offline services and submitting information to us.

## Safeguarding your personal information

---

We take all reasonable precautions to keep your personal information secure and require any third parties that handle or process your personal information for us to do the same. We operate an ongoing third-party assurance program which monitors, audits and evaluates such parties and ensures they meet our strict security requirements.

Access to your personal information is restricted to prevent unauthorised access, modification or misuse and is only permitted among our employees and agents on a need-to-know basis. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect offline and online.

## Who do we share your personal information with?

---

In order for us to provide insurance quotes, arrange insurance policies, and/or deal with any claims or complaints, we need to collect and process personal data about you and to share this information with third parties such as other insurance intermediaries, insurers, reinsurers and loss adjusters. We may also disclose personal data for these purposes to our service providers, contractors, agents and group companies that perform activities on our behalf.

As explained, insurance involves the use and disclosure of your personal data by various insurance market participants such as intermediaries, insurers and reinsurers. The Lloyd's and London Insurance Market [Core Uses Information Notice](#) sets out those core necessary personal data uses and disclosures. Our core uses and disclosures are consistent with the Lloyd's and London Market Core Uses Information Notice. We recommend you review this notice.

In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example, where we are involved in legal proceedings, where we are complying with legal obligations, a court order, or a governmental authority.

Where you have been referred to SRG by a third party we may pay them a commission. To enable the third party to reconcile the commission payments it is due we may also share your personal information with them for this purpose. We will not provide them with any personal information they do not already possess as part of their existing business relationship with you, other than the month of a policy inception or renewal giving rise to a commission payment. SRG has determined that this processing is necessary for the performance of its legitimate business interests and is within the reasonable expectation of the referred commercial clients. It has also undertaken an assessment of the impact of such processing on your privacy and has concluded that such impact is minimal. If you have any concerns about the processing of your personal information for this purpose, please contact our Data Protection Officer by using the contact details in [Contacting us](#).

Information obtained during the course of negotiating a claims settlement on behalf of a client may be used in the negotiation of a claim with the same insurer for another SRG client or clients. The information will only be shared with the common insurer and enables us to provide a more effective claims handling service to our clients without compromising the confidentiality of client information. SRG has determined that this processing is necessary for the performance of its legitimate business interests.

## What happens if our business changes hands?

---

We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of our business. Any personal data that you have provided will, where it is relevant to any part of our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the

terms of this Privacy Notice, be permitted to use that data only for the same purposes for which it was originally collected by Us.

## How you can access your information and correction

---

You have the right to ask for a copy of any of your personal data held by us. No fee is payable, and we will provide any and all information in response to your request free of charge. We may charge a reasonable fee when a request is manifestly unfounded or excessive, particularly if it is repetitive. Please contact us using the contact details in **Contacting us**.

We want to make sure that your personal information is accurate and up to date. You can ask us to correct or remove information you think is inaccurate.

## Contacting us

---

Please contact us if you have any questions about this notice or the information we hold on you:

- By email: [kbenneworth@specialistrisk.com](mailto:kbenneworth@specialistrisk.com)
- By telephone: 020 7977 4800
- Or write to us at: Data Protection Officer, Specialist Risk Group Limited, 2nd Floor, 1 Great Tower St, Billingsgate, London EC3R 5AA,

## Your right to complain to the ICO

---

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights under Data Protection Law, or if you think that we have breached Data Protection Law, then you have the right to complain to the ICO. The contact details of the ICO are set out below:

- Information Commissioners Office  
Wycliffe House, Water Lane  
Wilmslow, Cheshire  
SK9 5AF
- Tel: 0303 123 1113 (local rate) or 01625 545 745
- Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Changes to our Privacy Notice

---

We may change this Privacy Notice from time to time. Any changes will be immediately posted on the SRG sites. We will give you reasonable notice of any material change. We encourage you to visit frequently to stay informed about how we use your personal information

**DIFFICULT.  
DONE WELL.**

[specialistrisk.com](http://specialistrisk.com)