

www.kbis.co.uk



0345 230 2323

All you need to know about KBIS Horse Insurance



Effective From **01/07/2022**

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
General policy clauses	9
Section 1 – Death, Theft & Straying	10-12
Section 2 – Permanent Loss of Use	13-14
Section 3 – Veterinary Fees	15-19
Section 4 – Harnesses, Tack & Saddlery	20-21
Section 5 – Horse Trailers/Horse-Drawn Vehicles	21
Section 6 – Personal Accident Insurance	22-23
Section 7 – Legal Liability to Third Parties	23-24
Section 8 – Legal Expenses	24-28
Important Information	28
How we will use your data	28-29
Language and law and jurisdiction applicable to the policy	29
How to make a claim	29-30
How to make a complaint	30
Financial Ombudsman Service (FOS)	30
Financial Services Compensation Scheme	30
Status Disclosure	31

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**.

Accidental External Injury Only (AEIO):	Insurance coverage which is restricted to an unforeseen event resulting in damage occurring unintentionally from an external cause, with a clearly visible external wound or abrasion forming part of the injury. 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 & 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.
Certificate:	The printed document titled either ‘Competition Horse Insurance’, ‘Leisure Horse Insurance’ or ‘Stoneways Horse’ showing your name, the details of your horse , the limits of the sums insured and any of the optional insurance coverage options you have selected.
Co-Insurance:	The amount you pay towards a claim in addition to the excess .
Colic Surgery:	Invasive treatment involving the cutting open of the abdomen and removing or repairing the damaged part, carried out by a veterinary surgeon in an equine hospital under general anaesthesia to correct disorders of, or involving any of, the following: stomach, small intestine, cecum, colon, or small colon.
Complementary Therapy:	<p>Only the following treatments are considered to be complementary therapy for the purposes of your policy: Physiotherapy, Ultrasound Therapy, Faradism, Infra-red Therapy, Pulsed Electromagnetic Field Therapy (PEMFT), Class IV Laser Therapy*, Back manipulation, Corrective farriery, Osteopathy, Chiropractic, Nutraceuticals, Alternative Medicine, Herbalism, Homeopathy, Acupuncture, Mesotherapy, and / or Remedial Exercise.</p> <p>If your policy is extended to include any of these therapies, coverage is only provided for specific conditions diagnosed by a veterinary surgeon and certified by them as requiring complementary therapy. Any complementary therapy must be carried out by a complementary therapist, or by a veterinary surgeon.</p> <p><i>*Only Class IV Laser Therapy carried out by a veterinary surgeon is covered under <u>Section 3 – Veterinary Fees</u> of this policy.</i></p>
Complementary Therapist:	<p>A complementary therapist is a fully qualified practitioner of a recognised complementary therapy who is accredited by and has a current registration with the relevant professional body for their particular specialism.</p> <p>It is your responsibility to ensure that any complementary therapist has satisfactory Professional Indemnity or Malpractice Insurance <i>before</i> they treat your horse (coverage at least equal to the insured value of your horse will be deemed satisfactory).</p>
Diagnostic Imaging:	The techniques and/or processes for creating visual representations of the interior of the horse’s body for clinical analysis and veterinary intervention, including, but not limited to: radiography, ultrasonography, Magnetic Resonance Imaging (MRI), Computed Tomography (CT), videoendoscopy, or scintigraphy.
Disposal:	The collection of the horse’s remains by an approved transporter for removal to an approved disposal premises.
Euthanasia:	The procedure of intentionally and humanely ending the horse’s life on the recommendation of a veterinary surgeon .
Excess:	The contribution you make towards any claim against your insurance policy .
Extension Period:	The period during which your claim is covered, which begins at the date of onset or occurrence of the incident which initiated the claim, and ends no later than 450 days (approximately 15 months) after this

	date of onset or occurrence. The extension period is subject to the terms and conditions and exclusions of your policy .
Equine Gastric Ulcer Syndrome / Equine Gastric Glandular Disease:	Equine gastric ulcer syndrome or Equine gastric glandular disease refers to the disease complex and symptoms that are associated with erosive and ulcerative lesions of the non-glandular (squamous) and/or glandular mucosa of the oesophagus, stomach or duodenum.
Foaling Risk:	If the horse is a mare , foaling risk is defined as an incident arising during the process of giving birth to a foal that is life-threatening to the horse . Foaling risk coverage under your policy is limited to uterine tears, ruptures of the uterine artery, uterine prolapses and/or caesarean section (C-section), if required to save the horse's life.
Horse:	The horse/pony/donkey/jennet/ass named or otherwise identified on the certificate .
Hospitalisation:	The period during which the horse is admitted to a veterinary hospital for specified diagnostic procedure(s) or treatment(s) that a veterinary surgeon certifies can only be satisfactorily completed on an in-patient basis.
Incident:	A claimable incident under this policy is not judged on each separately diagnosed condition but is considered to be an onset of symptoms. If a horse presents with a symptom or set of symptoms, any diagnoses which arise out of that investigation, or subsequent related investigations, are considered together to be one claimable incident under the policy . Example A horse is referred to the Veterinary Surgeon due to lameness and a reluctance to jump. Upon examination it is found to be lame behind due to suspensory desmitis and also to have a sore back. The horse is treated for these conditions, but three weeks later is found still to be moving poorly. On further veterinary investigation, the Veterinary Surgeon finds that the horse is also lame in front. These conditions would be treated as one claimable incident with one Excess and would be claimed up to the maximum per incident limit as shown on the Certificate of Insurance.
Market Value:	The price at which ownership of the horse would change between a willing seller and a willing buyer, with neither party being under a compulsion to buy or sell, and both having reasonable knowledge of the relevant facts.
Medication:	Any veterinary medicine prescribed by a veterinary surgeon for treatment of your horse for a particular incident . Any veterinary medicine administered to the horse must be listed in the "Current Authorised Products" category of the Product Information Database administered by DEFRA: http://www.vmd.defra.gov.uk/ProductInformationDatabase/ as a recognised treatment for the condition for which you are claiming.
Period of Insurance:	Means the time between the dates shown on your certificate , during which your policy affords you the insurance coverage as laid out herein and on the certificate .
Policy:	The documents, including this document, the certificate , the Terms & Conditions, the Insurance Product Information Document and Terms of Business documents, which, taken together, comprise your contract of insurance.
Post Mortem:	An examination carried out by a veterinary surgeon following the death of the horse , including but not limited to establishing the identity of the horse (verified against the horse's passport or microchip records), and; identifying the cause of death or confirming the reason for euthanasia .
Reasonable Information	Any information deemed by us as relevant to assist in the assessment of a claim.
Second Opinion:	The examination and evaluation of a health condition by a second veterinary surgeon to verify or challenge the diagnosis or treatment plan made by a first veterinary surgeon .
Sum Insured:	The amount stated on the certificate which represents the maximum amount we will pay for the loss of the horse in any event
Veterinary Fees:	The standard, customary and reasonable sums incurred to treat an incident suffered by the horse and normally charged by a veterinary surgeon practicing in the area in which the horse suffers the incident , including but not limited to:

	<p>a. any consultation, examination, advice, test, diagnostic procedure, surgery and/or nursing carried out by a veterinary surgeon, a veterinary nurse or another member of the veterinary practice under the supervision of a veterinary surgeon; and</p> <p>b. any medication legally prescribed by a veterinary surgeon</p>
Veterinary Surgeon:	<p>A veterinary surgeon is defined as a fully qualified and licensed practitioner of veterinary medicine who is registered with the Royal College of Veterinary Surgeons (RCVS).</p> <p>For the purposes of treating the horse while temporarily resident outside the United Kingdom, within the terms of the Geographical Limits section of your policy, the veterinary surgeon must be a fully qualified, licensed veterinary practitioner registered with the appropriate authority in the country where the treatment is provided.</p>
We/us/our:	<p>a. KBIS Limited and / or QIC Europe Limited in respect of Sections 1-6</p> <p>b. KBIS Limited and / or Liberty Mutual Insurance Europe Limited in respect of Section 7 only</p> <p>c. KBIS Limited and / or ARAG plc in respect of Section 8 only</p>
You/your:	<p>The person or persons, partnership, corporation or organisation identified in the certificate, including their family, representatives, agents, employees, bailees or any other persons having care, custody or control of the horse.</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 for Leisure Horse Insurance Policies

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

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

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

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

6 You must:

- a. ensure that the **horse's** health is maintained, and take reasonable steps to prevent illness, injury, or death, including that arising out of obesity. If there is a dispute about what constitutes 'reasonable steps', the Arbitration Clause will be invoked; and
- b. in the event of any **incident**, **you** must immediately at **your** own expense 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** wilful act or with **your** connivance
 - i **we** will not pay the claim; and
 - ii **we** shall be entitled to recover from **you** any amounts already paid in respect of the claim; and
 - iii **we** will treat the policy as having been terminated from the time of the fraudulent act;
 - iv **we** will refuse all liability to **you** under the **policy** for events occurring after the time of the fraudulent act;
 - v **we** may inform the Police of the circumstances; and
 - vi **we** will not return any premium.

9 The **horse** must be regularly wormed or assessed for worm infestation by egg-count and treated in the event of a positive test result in accordance with veterinary guidelines. If there is a dispute about what constitutes 'veterinary guidelines' the Arbitration Clause will be invoked.

10 The **horse** must be vaccinated against tetanus and equine influenza, and **you** must take proper precautions to protect the

horse against all infectious or contagious disease (for example by isolation of infected animals). If there is a dispute about what constitutes 'proper precautions' the Arbitration Clause will be invoked.

- 11 The **horse** must have a dental examination 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**.

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**.

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, 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 £200 for carcass **disposal** incurred by **you**.

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

- 1 In the event that the **horse** is subject to a government or public or local authority quarantine, detention, exclusion, and/or restriction order relating to an outbreak or suspected outbreak of a disease, **we** will not pay a claim for death, intentional slaughter or **euthanasia** of the **horse** if the loss is directly or indirectly attributable to the cause of the quarantine, detention, exclusion, or restriction order.
- 2 **Your policy** does not cover death or **euthanasia** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been necessitated solely by an **incident** occurring during the **period of insurance** and to have been carried out in an emergency attempt to save the **horse's** life; or
 - b the giving of any **medication** unless by a **veterinary surgeon** (or by experienced veterinary personnel under their direction) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by an **incident** occurring during the **period of insurance**; or
 - c malicious or wilful injury or criminal or intentional acts or omissions by **you**, **your** family, representatives, agents, employees, **veterinary surgeons**, bailees or other persons who have care, custody or control of the **horse**; or
 - d failure by **you** or **your** family, representatives, agents, employees, bailees or other persons who have care, custody or control of the **horse** to provide proper care and attention for the **horse** at all times; or
 - e the use of the **horse** for any purpose other than those specified in the **certificate** 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** 14th birthday. **We** will remove Section 2b – Permanent Loss of Use due to AEIO at renewal following **your horse's** 15th 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.

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

LEISURE HORSE VETERINARY FEES	
A	<p>Pays 100% of veterinary fees after the excess has been deducted for accidental external injuries only (AEIO) up to a maximum of £3,000 per incident.</p> <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £140 or as stated on the certificate. The excess applies to each incident. Age Limit: 90 days to 30 years.</p> <p>Scale A does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
B	<p>Pays 100% of veterinary fees after the excess has been deducted up to a maximum of £7,500 in total for the period of insurance for:</p> <ul style="list-style-type: none"> • Accidental external injury only (AEIO) • Joint or tendon sheath flushing as a result of sepsis • Colic Surgery – surgery costs only. • Surgery only for pastern & pedal bone fractures <p>The insured horse is covered for 15 months (450 days) from the onset date of the Incident.</p> <p>Excess: Class 1 and class 2 - £140. The excess applies to each incident. Age Limit: 90 days to 20 years.</p> <p>Scale B does not include coverage for Complementary Treatment or Hospitalisation costs. In addition it does not include coverage for veterinary fees incurred in respect of any diagnostic procedure other than where directly related to the treatment of the condition in respect of Accidental External Injuries or Joint or Tendon Sheath Flushing as a result of Sepsis only.</p>
C	<p>Pays:</p> <ul style="list-style-type: none"> • 75% of the veterinary fees, or • 100% of veterinary fees for colic surgery <p>after the excess has been deducted, up to a maximum of £3,000 per incident.</p> <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £175 +25% of veterinary fees. The excess applies to each incident.</p> <p>Age Limit: 90 days to 20 years.</p> <p>Scale C does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
C (Horses 21-25 Years)	<p>Pays 75% of veterinary fees after the excess has been deducted up to maximum of £3,000 in total for period of insurance.</p> <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £175 + 25% of veterinary fees. The excess applies to each incident.</p> <p>Age Limit: 21 years to 25 years.</p> <p>Scale C does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
D	<p>Pays 100% of the veterinary fees after the excess has been deducted, up to a maximum of £3,000 per incident. The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £275. The excess applies to each incident. Age Limit: 90 days to 15 years.</p> <p>Scale D does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
E	<p>Pays 100% of the veterinary fees, after the excess has been deducted, up to a maximum of £3,000 per incident. The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £175. The excess applies to each incident. Age Limit: 90 days to 15 years.</p> <p>Scale E does not include coverage for Complementary Treatment or Hospitalisation costs.</p>
F	<p>Pays 100% of the veterinary fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £5,000 per incident for all conditions except colic surgery • up to a maximum of £7,500 per incident for colic surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment – up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance. <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £175 The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years.</p>
G (Horses 16 – 20 Years Only)	<p>Pays 100% of veterinary fees after the excess has been deducted, up to a maximum of £3,500 per incident. Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment - up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance. <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1 and class 2 - £175. The excess applies to each incident.</p> <p>Age Limit: 16 years to 20 years.</p>

The tables below show the different types of veterinary fee cover for Competition Horse Insurance **policyholders**.

Class 1A, 1B & 2 Veterinary fee coverage options or as detailed on the Certificate

COMPETITION HORSE VETERINARY FEE	
Bronze	<p>Pays 100% of the veterinary fees after the excess has been deducted:</p> <ul style="list-style-type: none"> • up to a maximum of £6,000 per incident for all conditions except colic surgery • up to a maximum of £7,500 per incident for Colic Surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment – up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £500. The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years.</p>
Silver	<p>Pays 100% of veterinary fees after the excess has been deducted, up to a maximum of £3,500 per incident. Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment - up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £175 . The excess applies to each incident.</p> <p>Age Limit: 90 days to 20 years.</p>
Gold	<p>Pays 100% of the veterinary fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £6,000 per incident for all conditions except colic surgery • up to a maximum of £7,500 per incident for colic surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment – up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £175. The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years.</p>
Platinum	<p>Pays 100% of the veterinary fees after the excess has been deducted,</p> <ul style="list-style-type: none"> • up to a maximum of £6,000 per incident for all conditions except colic surgery • up to a maximum of £7,500 per incident for colic surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> • Complementary treatment – up to £500 during the period of insurance, • Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: Class 1A, class 1B and class 2 - £350. The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years.</p>

Class 3 Veterinary Fee Options or as detailed on the Certificate

COMPETITION HORSE VETERINARY FEES	
Bronze	<p>Pays 100% of the veterinary fees after the excess has been deducted,</p> <ul style="list-style-type: none"> up to a maximum of £6,000 per incident for all conditions except colic surgery up to a maximum of £7,500 per incident for colic surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> Complementary treatment – up to £500 during the period of insurance, Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: £750 The excess applies to each Incident.</p> <p>Age Limit: 90 days to 15 years.</p>
Silver	<p>Pays:</p> <ul style="list-style-type: none"> 85% of the veterinary fees, or 100% of veterinary fees for colic surgery, <p>after the excess has been deducted, up to a maximum of £3,500 per incident.</p> <p>Includes coverage for:</p> <ul style="list-style-type: none"> Complementary treatment – up to £500 during the period of insurance, Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: £175 + 15% of veterinary fees or as stated on the certificate. The excess applies to each Incident.</p> <p>Age Limit: 90 days to 15 years..</p>
Gold	<p>Pays:</p> <ul style="list-style-type: none"> 85% of the veterinary fees, or 100% of veterinary fees for colic surgery, <p>after the excess has been deducted,</p> <ul style="list-style-type: none"> up to a maximum of £6,000 per incident for all conditions except colic surgery up to a maximum of £7,500 per incident for colic surgery only. <p>Includes coverage for:</p> <ul style="list-style-type: none"> Complementary treatment – up to £500 during the period of insurance, Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: £175 + 15% of veterinary fees or as stated on the certificate. The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years</p>
Platinum	<p>Pays:</p> <ul style="list-style-type: none"> 85% of the veterinary fees, or 100% of veterinary fees for colic surgery, <p>after the excess has been deducted,</p> <ul style="list-style-type: none"> up to a maximum of £6,000 per incident for all conditions except colic surgery up to a maximum of £7,500 per incident for colic surgery only <p>Includes coverage for:</p> <ul style="list-style-type: none"> Complementary treatment – up to £500 during the period of insurance, Hospitalisation costs - up to £250 during the period of insurance, and <p>The insured horse is covered for 15 months (450 days) from the onset date of the incident.</p> <p>Excess: £350 + 15% of veterinary fees or as stated on the certificate. The excess applies to each incident.</p> <p>Age Limit: 90 days to 15 years.</p>

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

Accident:	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.
Bodily Injury:	Harm suffered which: is sustained by you or the person during the period of insurance , and is caused by an accident , and independently of any other cause (except medical or surgical treatment rendered necessary by the accident) which occasions death or disablement of you or the person within twelve calendar months from the date of the accident .
Medical Practitioner:	A doctor registered with a licence to practise from the General Medical Council (GMC).
Permanent Total Disablement:	Disablement which entirely prevents the disabled person from attending to any business or occupation of any and every kind and which lasts twelve calendar months and at the expiry of that period being beyond hope of any improvement.
Loss of Limb:	Loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg.

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

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

Exclusions applicable to Section 7 – Legal Liability to Third Parties

This Section does not cover:

- 1 The **excess** for this Section, as stated on **your certificate**.

- 2 **Bodily injury** sustained by any person arising out of, and in the course of, their employment by **you** under a contract of service or apprenticeship.
- 3 Loss or damage to property owned by, or in the care, custody or control of, **you** or members of **your** family or household.
- 4 Liability arising under any contract which would not have attached in the absence of such contract.
- 5 Liability arising in any way from carrying on a trade, business or profession.
- 6 Liability for damage to fences or growing crops when the **horse** is being ridden.
- 7 Liability directly or indirectly arising through, or in connection with, the use, ownership or possession by, or on **your** behalf, of any mechanically propelled vehicle, aircraft, ship, vessel or craft.
- 8 Liability attaching to any riding school or any other business that has care, custody or control of the **horse**.
- 9 **Bodily injury** sustained by any members of **your** family or household.
- 10 **Bodily injury** sustained by any person riding or using the **horse** if **you** are remunerated for such use of the **horse** in any way, including by exchange for keep or livery of the **horse** or for another **horse** in **your** ownership.

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.

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

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 under Insured Events 1 Personal Injury and 3 Contract, **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

3 Consent

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

4 Settlement

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

5 Barrister's opinion

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

6 Disputes

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

7 Other insurance

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

8 Fraudulent claims and claims tainted by dishonesty

- a If **you** make any claim which is fraudulent or false, this section of the **policy** shall become void and all benefit under it will be lost.
- b **You** shall at all times be entirely truthful 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.

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

reduced to a more reasonable level, ARAG can refuse to accept further calls.

Legal & Tax Advice 0330 303 1449

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

Consumer Legal Services

Register today at www.araglegal.co.uk 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 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 QIC Europe Limited's privacy policy, please visit their website at:

https://qiceuropeltd.com/wp-content/uploads/2020/06/QIC_Global_Privacy_Notice_2020.pdf

Or you can contact QIC Europe Limited's Data Protection Officer at:

21 Lime Street, London, EC3M 7HB

Compliance2@qicglobal.com

+44 (0)20 7959 1900

[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.

The full privacy notice of the insurer, HDI Global Specialty SE, may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and

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

Using personal or sensitive information

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

Keeping personal information

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

Your rights

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

Language and law and jurisdiction applicable to the **policy**

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** 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 10 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 10 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

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 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 or
- b. Post to KBIS Ltd, Cullimore House, Peasemore, Newbury, Berkshire, RG20 7JN

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

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

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

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

Financial Ombudsman Service (FOS)

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

Details for contacting the FOS are:

The Financial Ombudsman Service Exchange Tower

Harbour Exchange Square London E14 9SR

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

Website: 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Status Disclosure

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

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

QIC Europe Limited's registered office is Pendergardens Business Centre, Level 1, St Julian's, STJ 1901, Malta and its company number is C67694. QIC Europe Ltd is authorised and regulated by the Malta Finance Services Authority, is deemed authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority (Financial Services Register No. 659521) and limited regulation by the Prudential Regulation Authority. QIC Europe Limited is permitted to operate in the United Kingdom subject to the Temporary Permissions Regime which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation.

The underwriter for section 7 of this **policy** is Liberty Mutual Insurance Europe Limited, reference number B1165B000519000

Liberty Mutual Insurance Europe Ltd is a member of the Liberty Mutual Group. Liberty Mutual Insurance Europe Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; and it is a company incorporated in England & Wales under company number 01088268 whose registered office is at 20 Fenchurch Street London EC3M 3AW.

The cover under Section 8 of this **policy** is provided by ARAG plc. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany. HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).