

**HORSE
INSURANCE
POLICY**

HORSE INSURANCE POLICY

UNDERWRITTEN AT LLOYD'S

In return for payment of the premium shown in the Schedule, **we** agree to insure **you**, subject to the terms, conditions and duties contained in or endorsed on this Certificate, against loss or damage **you** sustain during the period of insurance shown in the Schedule.

When drawing up this Certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the Schedule.

The insurance relates ONLY to those sections of the Certificate which are shown in the Schedule as being included.

The written authority (which number is shown in the Schedule) carrying the seal of Lloyd's Policy Signing Office allows B.I.B. Underwriters Limited to sign and issue this Certificate on behalf of Lloyd's Underwriters whose syndicate numbers are given in the authority.

BIB Underwriters Ltd is authorised and regulated by the Financial Conduct Authority, firm reference number: 309398

SIGNED

A handwritten signature in black ink, appearing to read 'S. P. Reed', with a long horizontal flourish extending to the right.

**For and on behalf of
B.I.B. Underwriters Limited**

INTRODUCTION

This Certificate of insurance, Schedule and any endorsement applying to **your** Certificate form **your** Lloyd's Horse Insurance Document.

This Document sets out the conditions of insurance between **you** and **us**. **You** should keep it in a safe place.

PLEASE READ THE WHOLE DOCUMENT CAREFULLY.

It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included
- **You** understand what each section covers and does not cover
- **You** understand **your** own duties under each section and under the insurance as a whole

Please contact **your** broker immediately if this document is not correct or if **you** have any questions relating to this insurance.

Wherever the following words appear in this insurance they will have the meanings shown below:

YOU/YOUR/INSURED

The person or persons named in the Schedule

WE/US/OUR

The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance

YOUR BROKER

The insurance broker or intermediary who placed this insurance on your behalf

SCHEDULE

The Schedule is a part of this insurance and contains details of you, the interest, the premises, the sums insured, the period of insurance and the sections of this insurance which apply

ENDORSEMENT

A change in the terms and conditions of this insurance

PERIOD OF INSURANCE

The length of time for which this insurance is in force, as shown in the Schedule and for which **you** have paid and **we** have accepted a premium

PREMISES

The address which is named in the Schedule

BODILY INJURY

Bodily injury includes death or disease

UNITED KINGDOM

The "United Kingdom" will include England, Wales, Scotland, Northern Ireland, The Isle of Man and the Channel Islands and journeys between these countries

USE CLAUSE

The premium under Sections 1 and 2 has been calculated on the use to which each horse insured is put. The Schedule shows the use category for each horse insured and full details of these categories are shown below. **YOU MUST** advise us immediately if these are incorrect or if the use of any horse insured changes.

Use Clause 1

Private Hacking, Breeding, Showing, Gymkhana, Driving, Pony Club Events and Show Jumping but **Excluding** Hunting, Hunter Trials, Hunter Chasing, Eventing and Point to Point Racing.

Use Clause 2

As Use Clause 1 but **including** Hunting, Dressage, One Day Events and Hunter Trials but **Excluding** Hunter Chasing, Two and Three Day Events and Point to Point Racing

Use Clause 3

As Use Clause 2 but **Including** Two and Three Day Events but **Excluding** Hunter Chasing and Point to Point Racing

Use Clause 4

As Use Clause 3 but **Including** Point to Point Racing and Hunter Chasing

SECTION 1 – SPECIFIED ANIMALS

WE WILL PAY FOR:

OPTION A – DEATH

In the event of the death or destruction for humane reasons of any horse specified in the Schedule during the period of insurance (or within thirty days after the expiry date for annual certificates provided the condition leading to the death or destruction is reported to **us** during the period of insurance) **WE WILL PAY YOU** the market value of such horse **OR** the sum insured shown in the Schedule whichever is the less.

The market value shall be that which applies at the time of the incident which causes the subsequent death of the horse.

OPTION B – ECONOMIC SLAUGHTER AND PERMANENT LOSS OF USE

(only operative if stated in the Schedule)

In the event of any horse specified in the Schedule manifesting during the period of this insurance a condition that whilst not necessitating destruction for humane reasons, does in the opinion of both **your** and **our** Veterinary Surgeons, render the horse incapable of permanently fulfilling the function for which it is kept or used as stated in the Schedule and further indicates the destruction of the horse for economic reasons **WE WILL PAY YOU** 75% (seventy five percent) of the sum insured shown in the Schedule or market value of such, whichever is the less, and provided **we** receive confirmation of destruction by a Veterinary Surgeon.

We also agree that subject to the above conditions **WE WILL PAY YOU** 60% (sixty per cent) of the market value, or 60% (sixty per cent) of the sum insured (whichever is the less) in the event of **you** electing to keep the horse provided always that **our** liability in respect of the horse will cease immediately **we** make any such payment.

The market value shall be as described in OPTION A above.

Should any horse sustain an accident, illness or disease during and reported to us in the period of this insurance which does not manifest itself as a permanent incapacity until after the expiry date of this insurance then any claims shall be recoverable providing the permanent incapacity is agreed by both **your** and **our** Veterinary Surgeon and subsequent destruction of the horse occurs within three months after the expiry date of this insurance.

Should there be any disagreement between **your** and **our** Veterinary Surgeons over the incapacity of the horse the matter shall be referred to an independent Veterinary Surgeon mutually agreed by **you** and **us** who will act as an Arbitrator.

WE WILL NOT PAY FOR:

The loss of any horse insured under either Option A or Option B which is destroyed under any Contagious or Infectious Disease Act or by order of any Public Authority, nor by any surgical operation or inoculation (unless in an attempt to save the life of the horse) unless specifically agreed by **us**.

We will not pay for any loss under Option B:

- a) as a result of blemishing
- b) due to a horse's inability to breed, other than arising out of an accident, illness or disease
- c) that are suffering from a wind condition and/or have been operated on for such condition.

THEFT:

WE WILL ALSO PAY for the loss of any horse specified in the Schedule which occurs as a result of theft which shall also include mysterious disappearance and death occurring as a direct result of theft or any attempt thereat.

WE WILL NOT PAY for any loss arising from voluntary parting of possession or title to the horse as a result of **you** (or others to whom the horse may have been entrusted by **you**) being induced by a fraudulent scheme, trickery or similar false pretence.

SECTION 2 – VETERINARY FEES

Where indicated in the Schedule **WE WILL PAY** the cost of Veterinary Fees necessarily incurred in respect of any one horse specified in the Schedule in the event of an occurrence which in the absence of such treatment would give rise to a claim under Option A or Option B of Section 1.

WE WILL NOT PAY FOR:

- a) the first £275 of each and every claim
- b) in any one period of insurance, any amount in excess of £2,500 OR the sum insured under Section 1 of the horse concerned whichever is the lesser amount.

ANY EVENT WHICH IS LIKELY TO GIVE RISE TO A CLAIM UNDER THIS SECTION MUST BE REPORTED TO US WITHIN 15 DAYS OF SUCH EVENT. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY INVALIDATE YOUR CLAIM.

SECTION 3 – SADDLERY AND TACK

Where indicated in the Schedule **WE WILL PAY** (after suitable deduction for depreciation) an amount up to but not exceeding the sums insured in the event of any property described being lost, destroyed or damaged by any cause.

WE WILL NOT PAY FOR:

- a) any loss or damage caused by moths, vermin, wear, tear, gradual deterioration, damp, mildew, rust or oxidisation, scratching or denting
 - b) loss or damage by theft
 - i) from any unlocked vehicle and/or trailer
 - ii) of any property kept in the open
 - iii) unless accompanied by forcible and violent entry to or exit from the building in which such property is kept
 - c) damage or deterioration directly or indirectly caused by the process of dyeing, cleaning, repair or renovation
 - d) the first £150 of each and every claim
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SECTION 4 – HORSE TRAILERS AND HORSE DRAWN VEHICLES

Where indicated in the Schedule **WE WILL PAY** an amount up to but not exceeding the sum insured in the event of the property described being lost, destroyed or damaged by any cause.

WE WILL NOT PAY FOR:

- a) any loss or damage caused while the property is being driven in competitions or in practice for competition
- b) loss or damage caused by moths, vermin, wear, tear, gradual deterioration, damp, mildew, rust or oxidisation, scratching or denting
- c) consequential loss of any kind
- d) loss or damage caused by theft unless such property is contained within a locked building or secured compound or such property is securely clamped
- e) the first £200 of each and every claim

SECTION 5 - PERSONAL ACCIDENT

Where indicated in the Schedule as being operative **WE WILL PAY:**

1. The amount stated in the Table of Benefits below in the event of death or bodily injury resulting directly from an accident occurring during the period of insurance to **you** whilst leading, riding, handling or driving any horse specified in the Schedule.
2. The cost of dental treatment necessarily incurred as a direct result of an accident occurring during the period of insurance to **you** whilst leading, riding, handling or driving any horse specified in the Schedule

Any claim must be made within the period of insurance or up to 30 days there after.

TABLE OF BENEFITS

A)	Death	£15,000
B)	Loss of one or more Limbs	£15,000
C)	Total loss of sight in one or both eyes	£15,000
D)	Total deafness in both ears	£15,000
E)	Total permanent disablement entirely preventing attendance to any gainful employment	£15,000
F)	An amount of up to but not exceeding £1,000 in respect of any one claim for dental treatment	

All occurring at or within 12 months of the accident

The amounts payable under the above Table of Benefits shall be reduced by:

- a) 50% (fifty per cent) in respect of any person insured who has not attained the age of 16 years
- b) 20% (twenty per cent) in respect of any person insured who was not wearing headgear conforming to BSEN1384, PAS015, ASTM F1163 or higher at the time of the accident

WE WILL NOT PAY FOR:

1. Any accident resulting from participation in naval, military or air force service or operation
2. Any accident resulting from suicide or attempted suicide or intentional self injury
3. Any accident resulting from deliberate exposure to danger except in an attempt to save human life
4. Any accident resulting from the criminal act of the person insured
5. Any accident resulting from the person insured being under the influence of alcohol or drugs
6. Any accident arising out of the horse being kept or used by a riding school
7. Any additional amount otherwise payable as a direct consequence of any pre-existing condition
8. Loss where the person insured is under the age of 5 years or over the age of 75 years
9. More than one benefit in any one period of insurance
10. Any consequential loss

GENERAL POLICY EXCLUSIONS

WE WILL NOT PAY FOR:

1. Loss or destruction of or damage to any property whatsoever or loss or expense whatsoever resulting therefrom or any consequential loss directly or indirectly caused by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
2. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
3. Loss directly or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
4.
 - a) any loss, damage or liability arising outside the United Kingdom and
 - b) any claim brought in the courts of countries (or the enforcement of a judgement found against **you**) outside the United Kingdom

5. TERRORISM

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

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

6. AVIAN FLU

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

7. Institute Cyber Attack Exclusion Clause

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

8. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

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

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

GENERAL CONDITIONS AND WARRANTIES

- 1) It is warranted that each horse insured by this certificate is in sound health and free from injury and lameness at the time of acceptance of the risk by **us** and that each horse shall be used only for the purpose stated in the Schedule.
- 2) **You** must be the sole owner of each horse insured and this insurance shall cease on any horse sold or where **your** interest ceases whether temporarily or permanently.
- 3) If at the time of any claim under this certificate there is any other insurance covering the same occurrence giving rise to the claim **we** will not pay more than **our** rateable proportion of the claim.
- 4) **You** will at all times exercise every proper precaution and safeguard against accident injury or disease.
- 5) **You** shall give notice in writing immediately in respect of any occurrence likely to give rise to a claim under this insurance to:

B.I.B. UNDERWRITERS LIMITED
2ND FLOOR, PIONEER HOUSE
PIONEER COURT
MORTON PALMS
DARLINGTON
DL1 4WD

Tel: 0344 346 0251

Fax: 0344 346 0252

- 6) In respect of any claim under Section 1 of this certificate for the death of any horse **you** shall at your own expense have a post-mortem examination made by a qualified Veterinary Surgeon and shall within 14 days of such death furnish particulars that **we** may reasonably require. No Claim will be paid for any horse slaughtered (except as authorised by a qualified Veterinary Surgeon on humane grounds) without our authority. **You** will dispose of the carcass to the best advantage, and the amount raised will be deducted from the claim payment.
- 7) In the event of theft or disappearance of any property insured under any Section **you** must immediately report such loss to the Police. **We** will in no circumstances be bound by any payment or promise of payment by **you** in respect of any ransom or similar demand. In the event of any payment in respect of a loss by theft or mysterious disappearance **we** reserve the right to take title and possession of such property if subsequently recovered.
- 8) Cancellation of your Policy
 - a) **We** have the right to cancel your Policy at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. **We** will send our cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:
 - i) Where **We** have been unable to collect a premium payment. In this case **We** will contact you in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 7 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your Policy will be cancelled. If payment is not received by that date **We** will cancel your Policy with immediate effect and notify **You** in writing that such cancellation has taken place;
 - ii) Where **You** are required in accordance with the terms of this Policy Booklet to co-operate with **us**, or send us information or documentation and **You** fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case **We** may issue a cancellation letter and **We** will cancel your Policy if **You** fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
 - iii) Where there is a material failure by **You** to exercise Reasonable care as required by General Conditions and warranties (4.) of the policy wording;
 - iv) Where **We** reasonably suspect fraud; or
 - v) Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers."
- 9) If any difference arises as to the amount to be paid under this certificate (liability otherwise being admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant Statutory provisions in force at that time. Where any difference is by this condition to be referred to arbitration the making of an award will be condition precedent to any right of action against **us**.

- 10) If any claim under this certificate be in any respect fraudulent or if any fraudulent means or devices be used by **you** or any person acting on **your** behalf in order to obtain any benefit under this certificate or if any loss or destruction or damage by **your** wilful act or with your connivance then all benefit under all Sections of this certificate shall be forfeited.
- 11) This certificate shall be voidable in the event of misrepresentation, mis description or non-disclosure of any material fact.
- 12) Contracts (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
13. Cancellation - Your right to change your mind if you are a retail policyholder:
You may cancel the insurance, without giving reason, by sending **us** written notice within 14 days of the policy starting or (if later) within 14 days of **you** receiving the insurance documents and returning these to **us**. **We** will make a charge equal to the period of cover you have had, as long as **Underwriters** have not paid a claim or are not due to pay one, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).

LAW APPLICABLE TO CONTRACT

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

COMPLAINTS PROCEDURE

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

If **you** are not satisfied with the way a complaint has been dealt with **you** may ask the Complaints Department at Lloyd's to review **your** case without prejudice to **your** rights in law.

The address is:

**Complaints Department
Lloyd's
One Lime Street
LONDON
EC3M 7HA**

Tel: 0207 327 5693 or 0207 327 6950

If, after following the above procedure, **your** complaint has not been resolved to your satisfaction, **you** have the right to refer the matter to the Insurance Ombudsman, at the following address:

**The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE**

Tel: 0845 080 1800

In all communication the certificate number appearing in the Schedule should be quoted.

INSURANCE PREMIUM TAX

Where appropriate the Government Insurance Premium Tax has been charged on all Sections of this Certificate and the premium shown in the Schedule is inclusive of such amount.

