



## **Equi-Policy Horse Insurance Policy**

### ***Introduction***

THIS POLICY is underwritten by the **Insurers** named who agree to indemnify as herein described the **Policyholder** named in the **Policy Schedule** which forms part of this document.

The policy is a contract between the **Insurers** and the **Policyholder**. The Proposal and Declaration signed by the **Policyholder** and submitted to the **Insurers** forms the basis of the contract. The cover hereby granted is in accordance with the Terms Conditions and Exclusions of the Policy and any endorsement or memorandum issued. Further the cover is granted in consideration of payment by the **Policyholder** before cover begins of the premium as stated in the **Policy Schedule**.

The Terms Conditions and Exclusions of the Policy are so far as their nature permits agreed to be conditions precedent to the right of the **Policyholder** to recover hereunder.

**This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance adviser immediately.**

**We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.**

Arranged by Towergate AIUA  
8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP  
Tel: 01423 524185 Fax: 01423 505831 Email: [aiua@towergate.co.uk](mailto:aiua@towergate.co.uk) [www.towergateaiua.co.uk](http://www.towergateaiua.co.uk)  
Towergate AIUA is a trading name of Towergate Underwriting Group Limited  
Authorised and regulated by the Financial Services Authority

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## SCHEDULE OF INSURERS

SECTION(S)	INSURER(S)	PROPORTION
1-3 & 5-12	Royal & Sun Alliance	100%
4	FirstAssist	100%

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales  
Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL  
Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority.

FirstAssist Insurance Services Limited, Registered in England & Wales No 04617110  
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.  
FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority

### ARRANGED BY:

Towergate AIUA  
8 Grove Park Court  
Harrogate  
HG1 4DP  
Tel: 01423 524185

Towergate AIUA is authorised and regulated by the Financial Services Authority

### CANCELLATION RIGHTS

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact your **Insurance Adviser**, at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this Policy.

For termination of the contract by you after the first fourteen days or by us at any time please refer to the General Conditions within the policy wording.

## COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class service. However there may be occasions when it is felt this objective has not been achieved. If there is any query or complaint regarding this insurance please contact either your usual **Insurance Adviser** or the Managing Director, Towergate AIUA, 8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP. Please always quote your policy number.

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

### **Customer Relations Contact Details:**

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA

Tel: 0800 1076160

Fax: 01422 325146

e-mail: [halifax.customerrelationsoffice@uk.roysun.com](mailto:halifax.customerrelationsoffice@uk.roysun.com)

Or if your complaint refers to Section 4 – Legal Expenses please write to the

Managing Director, First Assist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

### **What to do if you are still not satisfied**

If you are still not satisfied Royal & SunAlliance and First Assist Insurance Services Limited are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

### **Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 08018000

e-mail [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

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

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

For your protection, telephone calls may be recorded or monitored.

## THE FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

## **HOW TO CLAIM**

To make a claim please contact your **Insurance Adviser** immediately or in case of emergency out of office hours please contact Agrical Loss Adjusters on 01937 838050.

When making a claim you will be required to have your policy number available.

In respect of the equine legal protection cover you should, as soon as you are aware of an incident, call 01422 350350 to get advice without delay quoting reference GA12968423.

## **GUIDANCE WHEN MAKING A CLAIM**

### **Claim Notification**

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim.

Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers (
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

### General Definitions

The words set out below will wherever they appear in this policy have the following meanings:-

<b>The Insurers</b>	Royal & SunAlliance for Sections 1 to 3 and 5 to 12. First Assist Insurance Services Ltd for Section 4
<b>The Insured/The Policyholder</b>	The person or persons named in the Schedule including such persons spouse and children by birth or adoption.
<b>The General Agents</b>	Towergate AIUA.
<b>Insurance Adviser</b>	The insurance broker, intermediary or personal advisors through which the <b>Policyholder</b> places his or her business
<b>The Policy Schedule</b>	Details of the <b>Policyholder</b> and the insurance provided. The Policy Schedule and any memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.
<b>Horse</b>	Includes pony (and donkey but only when specified in the schedule)
<b>The Period of Insurance</b>	The duration of the policy as shown in the Schedule and any subsequent period for which the <b>Policyholder</b> shall pay and the Insurers shall agree to accept the premium.
<b>Excess</b>	The first amount payable by the Insured in the event of each and every loss after the application of average.
<b>Medication</b>	'Medication' includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.

### Class of Uses

It is warranted that the purposes for which the **Horse** is kept and for which it is insured are as stated in the proposal form and the Policy Schedule.

- Use A** Hacking, Dressage, Gymkhanas, Pony Club (excluding racing), Riding Club, BHS Le Trec, Non-thoroughbred Brood Mares, Stallions at Stud, Unaffiliated Novice and Intermediate Showjumping, Novice Hunter Trials, Driving (excluding cross country and trials), Showing in Hand or under Saddle, Foals over 30 days and Heavy **Horses** (not working).
- Use B** As Use A with the addition of Hunting, Unaffiliated Open Showjumping, Showjumping under BSJA Rules, Open Hunter Trials, Pony Club Racing, BE Affiliated Eventing (up to and including Intermediate), Combined Training, Long Distance Riding, Vaulting, Driving (including Cross Country and Trials) and Heavy **Horses** (working).
- Use C** As Use A & B plus Point to Point, Team Chasing, Polo, Polocrosse, Horseball and BE Affiliated Advanced Eventing.

### Geographical Limits

This policy is operative only in respect of losses occurring within the British Isles including the Isle of Man Northern Ireland and the Channel Isles unless the policy has been varied by endorsement or memorandum.

## THE POLICY COVER

### Sections

1	Death of the <b>Horse</b>	7	Saddlery and Tack
2	Theft or Straying		Cover I
3	Public Liability		Cover II
4	Equine Legal Protection	8	Permanent Loss of Use
5	Personal Accident to the Rider	9	Stable Loss
6	Vets Fees: Cover I	10	Loss of Entry Fees
	Cover II	11	Equi-Veteran Package
	Cover III	12	Trailers and Horsesdrawn Vehicles

## Section 1 DEATH OF THE HORSE

### 1 *The Cover*

The **Insurers** will pay the **Policyholder** the

- a) Market Value OR the sum Insured, whichever is lesser in the event of death or slaughter on humane grounds of any **Horse** described in the Schedule during any **Period of Insurance** resulting from accidental injury, illness or disease sustained or contracted during the **Period of Insurance** including in the case of a mare foaling and parturition.
- b) Disposal Costs to the maximum amount of £150

If an insured **Horse** sustains an accident or incurs a disease during the Period of Insurance, the policy has been renewed and the Insurers have been notified correctly, a claim under this Section will be met provided the **Horse** dies within 12 months of the onset of the illness, injury or disease following the renewal date and subject to all the Terms, Conditions and Exclusions of the policy. A qualified Veterinary Surgeon who has attended the **Horse** must provide a certificate to confirm that the **Horse** was undergoing suffering which was incurable and excessive and necessitated immediate destruction for humane reasons.

### 2 *Conditions*

The Insurers will normally require a second opinion from an Independent Veterinary Surgeon appointed by the Company

### 3. *Extension*

Cover is provided for United Kingdom issued **horse** passports, up to a maximum of £50 per passport, against loss or damage or destruction caused by any accident or misfortune occurring within the Geographical Limits. Cover is limited to loss or damage or destruction of one passport per horse during any one period of insurance.

### 4 *Exclusions*

This section does not insure

- 1) Slaughter (except on humane grounds as described above) without the consent of the **General Agent**.
- 2) Destruction under the order of any government, local authority or other body having jurisdiction.
- 3) Death as a result of undergoing a surgical operation or general anaesthetic unless prior consent for such treatment is given by the Company or is conducted by a Veterinary Surgeon in an immediate attempt to save the life of the **Horse**.
- 4) Unfitness or incapacity preventing the **Horse** from fulfilling the purpose for which it is kept.
- 5) Destruction of the Insured **Horse** as a result of economic expediency.
- 6) Any consequential loss.
- 7) The administration of any **medication** unless by a qualified Veterinary Surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness.
- 8) Malicious or wilful injury caused by any of the **Policyholders** family or household or any employee of the **Policyholder** or other persons who have care custody or control of the Insured **Horse**.
- 9) The first 14 days from inception of the policy or from the horse being insured hereunder for any loss arising out of illness or disease
- 10) Destruction of the **horse** as a result of behavioural problems.
- 11) The value of the information contained within **horse** passports including but not limited to information relating to drugs administered to the animal and/or past veterinary treatment

## Section 2 THEFT OR STRAYING

### **1**      *The Cover*

The **Insurers** will pay the **Policyholder** the

- a)      Market Value OR Sum Insured whichever is lesser if any **Horse** described in the Schedule is lost by theft or straying during the **Period of Insurance** and is not recovered within 60 days of such a loss.
- b)      Up to £200 per occurrence to cover the cost of advertising for lost or strayed horses and the payment of a reward which leads to recovery.

### **2**      *Exclusions*

- a)      Theft by or straying as a result of a wilful negligent act or omission of a relation, family, agent, employee, licensee, paying guest or other person in contractual relationship with the **Policyholder**.
- b)      Loss by voluntary parting with title or possession of the **Horse** by the **Policyholder** whether or not induced by any fraudulent scheme, trick, device or false pretence.
- c)      No liability arises for any consequential loss following theft and/or straying.

### **Section 3 PUBLIC LIABILITY**

#### **1 The Cover**

The **Insurers** will indemnify the **Policyholder** against liability at law for damages and claimants cost and expenses following accidental

- a) death, bodily injury, illness or disease of any person
- b) loss, destruction or damage to material property

which occurs and is evident during any **Period of Insurance** and is caused by or arises in connection with

- i) any **Horse** described in the Schedule.
- ii) any vehicle owned by the **Policyholder** and insured by the Policy whilst drawn by any **Horse** described in the Schedule.

In addition the **Insurers** will indemnify any person as though he were the **Policyholder**

- a) who with the **Policyholder's** permission is riding or has custody or control of any **Horse** described in the Schedule or any vehicle owned and insured by the **Policyholder** being drawn by such the horse

Provided that such a person

- i) is not entitled to partial or complete indemnity under any other policy.
- ii) is subject to and observes the Terms, Conditions, Exclusions, Endorsements and Memoranda of this policy in so far as they can apply.

#### **LIMIT OF AMOUNT PAYABLE:-**

The amount payable under this section for all events happening during any one Period of Insurance shall not exceed:-

Two Million Pounds.

The **Insurers** may at any time pay any claim up to and including the limit of indemnity after deduction of all sums already paid. Such payment will release the **Insurers** from all further liability connected with such claim.

#### **2 Exclusions**

The **Insurers** will not be liable under this section for any claims arising directly or indirectly from, in respect of or due to

- a) death or bodily injury, illness or disease sustained by a relation, agent, employee, licensee or paying guest of the **Policyholder**.
- b) death, bodily injury or disease sustained by a person under a contract for services or contract of service or apprenticeship with the **Policyholder** arising out of or in the course of such contract of service or apprenticeship.
- c) loss or damage to property belonging to or in the custody or control of the **Policyholder**.
- d) the hiring out of any **Horse** by the **Policyholder** or any claim arising out of the **Horse** being used by any Riding Establishment.
- e) the use or loan of the Insured **Horse** in connection with public rides at fetes or similar public events.
- f) damage to fences or growing crops caused by any insured **Horse** while being ridden, driven or led.

- g) the **Policyholder's** trade, business or profession.
- h) the serving or attempting to serve a mare by a stallion.
- i) any agreement unless liability would have existed in the absence of such agreement.
- j) Claims arising from any incident involving **Horse**-drawn vehicles occurring on the Public Highway UNLESS the **Horse**-vehicle is drawn by the horse covered under this policy.
- k) **Horse** Trailers whilst attached to any motor vehicle.
- l) The first £100 of each property damage claim.
- m) legal liability in respect of
  - a) death, bodily injury or disease of any person
  - b) loss of or damage to material property

directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere happening during any Period of Insurance. This Exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. Provided that all pollution or contamination which arises out of one incident shall be considered for the purposes of this policy to have occurred at the time such incident takes place.

Further the **Insurers** will not be liable to pay the costs of solicitors or counsel incurred in defence of proceedings conducted under the arbitration jurisdiction of the County Court.

## **Section 4 EQUINE LEGAL PROTECTION**

### **Introduction**

Printed below is the certificate of insurance which sets out the terms and conditions of your **Towergate A I U A Equine Legal Protection** insurance contract. Please read it carefully.

### **Law Applicable to the Contract**

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by us the law applying to this insurance contract will be as follows.

- a) If you are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you or the first named policyholder normally resides  
or
- b) If you are applying for insurance protection in your capacity as a sole trader the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you have your principle place of business  
or
- c) If neither of the above applies the Law of England & Wales

The cover under this Section is issued in the United Kingdom by FirstAssist Insurance Services Limited on behalf of Great Lakes Reinsurance (UK) Plc

FirstAssist Insurance Services Limited, Registered in England & Wales No 04617110  
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.  
FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority

Great Lakes Reinsurance (UK) Plc, Registered in England and Wales No. 2189462.  
Registered Office 1 Minster Court, London. EC3R 7YH  
Great Lakes Reinsurance (UK) Plc is authorised and regulated by the Financial Services Authority. FSA number 202715

## YOUR TOWERGATE A I U A EQUINE LEGAL PROTECTION CERTIFICATE OF INSURANCE

### A The meaning of words used in this certificate

#### You

The **insured** or anyone who has the **insured's** permission to use the **insured's horse**.

#### We, us, our

FirstAssist Insurance Services Limited which administers this insurance on the Insurer's behalf and to which any notification of a claim or circumstance which may give rise to a claim must be addressed via the Agent to

Claims Department  
FirstAssist Insurance Services Limited  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey SM1 4DU  
Tel: 020 8652 1313  
Fax: 020 8661 7604

#### Insured

The person or organisation whose name has been given to **us** by the **agent** and who has taken out this insurance.

#### Insurer

Great Lakes Reinsurance (UK) Plc

#### Agent

Towergate AIUA

#### Premium

The premium for this insurance paid by the **agent** to **us**.

#### Period of insurance

The period of one year for which **we** have agreed to provide this insurance and which ends on the expiry date shown on the schedule given to the **insured** by the **agent**.

#### Insured's horse

Any horse as declared to the **agent** which is owned by the **insured** or for which the **insured** is legally responsible.

#### Claim

Any **claim** made under this certificate for any benefit provided by this insurance.

#### Appointed representative

A lawyer or other suitably qualified person appointed to act for **you**.

#### Legal expenses

Legal fees, costs and other expenses which are paid by **us** or properly charged by the **appointed representative**. Anything more than is allowed on the **standard basis** must be paid by **you**.

### **Standard basis**

The basis for charging costs:

- (a) in England and Wales in accordance with the Civil Procedure Rules Part 44.4 section A and B.

or

- (b) in Scotland under Chapter II (in Ordinary Proceedings) or Chapter IV (in Summary Cause Proceedings) of the Act of Sederunt (Fees of the Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

### **Opponent's costs**

**Your** opponent's legal costs which **you** are liable to pay in a civil action.

### **Incident**

Any accidental collision between the **insured's horse** and a third party's motor vehicle which causes:

- (a) loss of or damage to the **insured's horse**; or
- (b) loss of or damage to **your** personal belongings; or
- (c) **your** death or bodily injury.

The accident must happen during the **period of insurance** and within the **territories**.

### **Event**

Any **incident** or other event which produces a **claim** or **claims**.

### **Territories**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **Insolvent**

Unable to pay **your** debts when they are due, or **your** total assets are less than **your** total financial obligations and **your** financial affairs are under legal control.

### **Arbitration**

A method of settling a dispute by asking an independent lawyer to consider it. He or she will be chosen by **you** and **us** jointly or (if we cannot agree) by the president of a suitable lawyers' organisation. Whoever loses the argument must usually pay the lawyer's costs. If **you** lose, these costs are not covered by this insurance.

## **B Your cover**

- 1 If **you** make a valid **claim**, **we** will do the following at the **insurer's** expense.
  - (a) Try to recover for **you** any loss and costs arising from any **incident** for which another person may be legally liable but which is not covered by any other insurance.
  - (b) Take, or defend or represent **you** in, any reasonable legal proceedings (including making or defending an appeal) which are necessary because of any action under (a) above. These legal proceedings must take place within the **territories**.
  - (c) Pay on **your** behalf **your** irrecoverable **legal expenses** and **opponent's costs** arising from any action under (a) or (b) above.
- 2 The most the **insurer** will pay for all **claims** which arise from the same **event** is £50,000.

## **C What you are not covered for**

- 1 Any **event** which happens outside the **period of insurance**.
- 2 Anything which is covered by any other insurance (or would be covered if this insurance did not exist).
- 3 Any **claim** arising from something **you** did when **you** either knew it to be wrongful or ignored that possibility.
- 4 Any **claim** arising from the use of the **insured's horse** when:
  - (a) the **insured's horse** is not fit to be used; or
  - (b) the **insured's horse** does not meet all legal requirements for that use.
- 5 Any **claim** arising from an **incident** for which **you** may be legally liable because **you** were in charge of the **insured's horse** at the time of the incident.
- 6 **Your** defence in any civil claim or legal proceedings arising from loss or destruction of or damage to any property, or from the death of or injury to any person.
- 7 **Legal Expenses** which **we** have not agreed to in writing.

## **D Claims conditions**

- 1 **You** must do all of the following.
  - (a) Try to limit the effect of anything which may lead to a **claim**.
  - (b) Give **us** full details of every **event**, as soon as **you** can and always within six months of the **event**.
  - (c) Try to limit any loss and costs which **you** may want to recover and any **legal expenses** arising from any **claim you** make.
  - (d) Give **us**, as soon as possible, all the information, documents and help **we** need to deal with **your claim**.
  - (e) Tell **us** as soon as **you** receive any offer to settle an action or any offer of a payment into court. **You** must not discuss, accept or reject any offer unless **we** agree. If **you** do discuss or reject an offer, **we** may stop supporting **your claim**, as described in **D2(c)(ii)** below. If **you** do accept an offer and this limits the **legal expenses we** are able to recover or makes **you** liable for **opponent's costs**, **we** may refuse to pay the irrecoverable **legal expenses** and **opponent's costs** which arise.

- (f) Give **us** written details of everything **we** ask for.
- 2
- (a) **We** must have accepted **your claim** in writing before **we** can deal with it.
  - (b) **We** will accept **your claim** when **we** are satisfied that:
    - (i) **we** have all the information that **we** need; and
    - (ii) **you** can identify any person **you** have a claim against or **you** are in dispute with; and
    - (iii) it is reasonable for **you** to pursue **your** legal rights and **you** have a reasonable chance of success.
  - (c) **We** may withdraw **our** acceptance of **your claim** and stop providing benefit for it if:
    - (i) **you** no longer have a reasonable case and a reasonable chance of winning it;  
or
    - (ii) **you** act wrongly or unreasonably in dealing with anything to do with the **claim**;  
or
    - (iii) the **appointed representative** stops dealing with the **claim** for any reason;  
or
    - (iv) **you** become **insolvent** and are unlikely to receive and keep any worthwhile personal benefit by continuing with **your** action, even if it is successful.

If **we** do withdraw acceptance, the **insurer** will still pay for all benefit **you** were entitled to get up to that time.

- (d) If **you** withdraw **your claim** or stop **your** action without **our** permission, **you** must pay all **legal expenses** and **opponent's costs** which arise before **you** withdraw or stop because of this.
- 3
- When **we** are considering whether to accept **your claim** or to withdraw from it, or the cost or value of any benefit, **we** will take into account the opinion of **your** lawyer, if **you** have one. If **you** disagree with **our** decision, we may both agree to **arbitration**.
- 4
- (a) If **we** think that **you** need an **appointed representative** to help protect **your** legal rights, **we** will suggest one.
  - (b) If the suggested **appointed representative** is acceptable to both of us, **you** must then appoint him or her. If we both cannot agree, we may then agree to **arbitration**.
  - (c) **You** must give the **appointed representative** full details of the **event** and **your claim** and any other information **you** are asked for. **You** must make sure that the **appointed representative** keeps **us** fully up to date with the progress of the action. However, the **appointed representative** does not have to tell **us** about anything concerning legal proceedings which might harm **your** interests.
  - (d) **You** must not make any arrangement with the **appointed representative** about the **legal expenses** unless **you** have **our** written permission.
  - (e) **You** must give **us** all the **appointed representative's** bills as soon as **you** get them. If **we** ask, **you** must confirm that any bill for **legal expenses** is correct, or tell the **appointed representative** to have that bill and any demand for **opponent's costs** officially confirmed as being charged on the **standard basis**.
- 5
- You** shall at **our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **we** shall be or would become entitled or subrogated upon **us** paying for or making good any loss under this policy whether such acts and things shall be or become necessary or required before or after **we** indemnify **you**.

**E General Conditions**

- 1** You must do everything reasonable to recover the **legal expenses** arising from **your claim** and must pay these to **us**.
- 2** If **you** make a **claim** which is false in any way, **you** will not be entitled to any benefit under this insurance for that **claim** or for any other **claim you** make which arises from the same **event**.
- 3** You must contact the **insurer** or **us** at the address **we** gave in **A** above unless we have told **you** to use another address. **We** will contact **you** at the most recent address **you** have given **us** or (if **we** do not have one) at the **insured's** most recent address.
- 4** The insurance provided under this master certificate may be cancelled at any time at the request of the **agent** in writing to **us** and the **premiums** in respect of the master certificate shall be adjusted on the basis of the **insurer** receiving or retaining a pro rata **premium**.

The master certificate may also be cancelled by the **insurer** giving fourteen days notice in writing to the **agent's** last known address and the **premium** hereon shall be adjusted on the basis of the **insurer** receiving or retaining a pro-rata **premium**. Notice of cancellation of the master certificate shall be deemed to have been given to all **insureds** once given to the **agent**.

The cover provided to any **insured** may also be cancelled by the **insurer** giving fourteen days' notice in writing to the **insured** at its last known address and the **premium** hereunder shall be adjusted on the basis of the **insurer** receiving or retaining pro rata **premium**, provided always that no return of **premium** shall be allowed if the **insured** has given notification of a **claim** to **us** during the **period of insurance**.

The cover provided to any **insured** may be cancelled at any time at the **insured's** request in writing and the **premium** shall be adjusted on the basis of the **insurer** receiving or retaining pro rata **premium**. Providing always that no return of **premium** shall be allowed if the **insured** has given notification of a **claim** to **us** during the **period of insurance**.

- 5** If **you** and **we** agree, we can use **arbitration** if we are in a dispute about anything said in this certificate or anything to do with **your claim**. If **you** agree to **arbitration**, **you** may still take **your** dispute to court or try to settle it in another way.

## Section 5 PERSONAL ACCIDENT AND DENTAL COVER

### **1 The Cover**

The **Insurers** will pay the Benefits below if at any time during the Period of Insurance you or any person using the **Horse** with your permission (whilst riding, driving or in control of any **Horse** described in the schedule) shall sustain Accidental Bodily Injury which solely and independently of any other cause results in Death or Disablement within twelve calendar months from the date of the accident causing such injury.

#### **Benefits**

1) Death	£20,000
2) Loss of two or more Limbs or both Eyes or one of each	£20,000
3) Loss of one Limb or Eye	£20,000
4) Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind unless otherwise shown in the Schedule	£20,000
5) Dental Treatment up to	£ 1,000

#### **Loss of Limb** shall mean

- a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- b) in the case of an arm loss by permanent physical severance of the entire four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand

#### **Loss of Sight** shall mean permanent and total loss of sight which will be considered as having occurred

- a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**Permanent** shall mean lasting for twelve consecutive months and at the end of that time being without the hope of improvement.

**Dental Treatment** shall mean expenses incurred by the Insured Person as a result of the Insured Person sustaining an injury.

### **2 Minors**

If the Insured Person is under the age of 16 years at the time of the injury Benefit 1 will be limited to £10,000.

### **3 Conditions**

- a) Benefit shall not be payable in respect of any one Insured Person under more than one of the Benefits 1 to 4 in connection with the same accident.
- b) On the happening of an accident giving rise to a claim under any of Benefits 1 to 4 this Insurance shall thereafter cease to apply to that Insured Person.
- c) Total Disablement shall have lasted for 52 weeks and have been proved to the satisfaction of the Company to be permanent and without expectation of recovery before Benefit 4 becomes payable.
- d) If no Death Benefit is included in respect of the Insured Person no Benefit shall be payable for Loss of Limb or Eye until at least thirteen weeks after the date of the accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the accident.
- e) If a Death Benefit is included but the amount payable therefore is less than the amount for Loss of Limb or Eye the Company will not pay more than the amount for Death until at least thirteen weeks have elapsed from the date of the accident and the Company will only then pay the balance if the Death Benefit has not in the meantime become payable as a result of the accident.
- f) No sum payable shall carry interest.
- g) No Benefit shall be payable due solely to inability to take part in sports or pastimes.

- h) It is a condition of this Section that a horse riding safety helmet meeting British Standard Institute Certification (BSIC) is worn at all times the Insured is on horseback for a claim under this Section to be met. A back protector which meets BSIC regulations must be worn whilst participating in Polo, Point to Point, Cross Country Sections, Hunter Trials and Team Chasing.
- i) Written notice must be given to Towergate AIUA of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result the Insured Person must place themselves as early as possible under the care of a qualified medical practitioner.
- j) In the event of a claim under this policy the Insured Person will permit the **Insurers** own appointed medical advisers to examine them as often as may be deemed necessary.

#### **4 Exclusions**

- 1) The **Insurers** will not be liable for death or disablement
  - a) if the Insured Person has reached his 65th birthday at the renewal of this insurance or is under 5 years of age.
  - b) directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save humane life) or the Insureds own criminal act.
  - c) sustained whilst the Insured Person is engaged in racing of any kind.
  - d) which is the result of or is contributed to by the Insured Person.
    - i) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
    - ii) having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal
  - e) which is contributed to by the pregnancy (including childbirth) or the Insured Person
- 2) The **Insurers** will not be liable for
  - a) any claims arising out of the **Horse** being kept or used by a Riding Establishment.
  - b) The use or loan of the Insured **Horse** in connection with public rides at fetes or similar public events.
  - c) the first £50 in respect of each and every claim for Dental Treatment.
  - d) expenses incurred in respect of any dental treatment that is being followed prior to the time of the accident and any expenses for corrective dental treatment that would but for the existence of this insurance be treated in the normal course of events.

## Section 6 VETERINARY SURGEONS FEES

### **1**      *The Cover*

The **Insurers** will pay the **Policyholder** an amount not exceeding

<b>Cover I</b>	£3,000 in any one Period of Insurance
<b>Cover II</b>	£5,000 arising from any one incident (maximum any one period of insurance £10,000)
<b>Cover III</b>	£5,000 any one incident (maximum any one period of insurance £10,000) (Higher <b>Excess</b> )

We will pay the proper charges of a Veterinary Surgeon in respect of treatment administered by a qualified Veterinary Surgeon following an accidental injury identifiable to a known cause and specific date or a specifically diagnosed illness sustained or contracted during this Period of Insurance. All subject to written notice of such accident illness or disease having been given immediately to the **Insurers** before the expiry of this insurance policy period.

Referrals for specialised hospital/treatment centres must be on the recommendation of a qualified Veterinary Surgeon. Each claim must be substantiated by a detailed account from the attending Veterinary Surgeon and a report providing full medical history of the **Horse** must be given.

The cover includes any costs incurred in respect of Alternative Treatment to the maximum value of £1,500 (incorporated within the cover selected) i.e. laser treatment, swimming therapy, physiotherapy, surgical shoeing and other treatments recommended by the Veterinary Surgeon.

The cover includes transportation costs to and from a Veterinary College or Veterinary Hospital, livery charges at a College or Veterinary Hospital only (less the owners normal expenses for keep) to the maximum value of £500 (incorporated within the cover selected).

### **2**      *Exclusions*

This section does not insure

- a) Veterinary surgeons fees for any surgical operation performed or general anaesthetic administered unless in an immediate attempt to save the life of the **Horse** without prior written authority of the **Insurers**.
- b) Cost of euthanasia unless prior written authority has been given by the **Insurers**.
- c) Claims relating in any way to the **Horse** being in foal except where the attending Veterinary Surgeon deems the birth to be complicated and needing treatment in an immediate attempt to save the **Horses** life.
- d) Claims relating in any way to wolf teeth removal or preventative inoculation.
- e) Any costs incurred after 12 months from the occurrence of the injury or illness.
- f) Cover I – The first £95 of each claim or 15% whichever is the greater in respect of each and every claim.  
Cover II – The first £125 of each claim or 15% whichever is the greater in respect of each and every claim.  
Cover III – The first £500 in respect of each and every claim
- g) Any veterinary costs incurred in respect of any **Horse** aged 16 years or over.
- h) The first 14 days from the inception of the policy or from the horse being insured hereunder for any loss arising out of illness or disease.
- i) Where an insured animal specified on the schedule is valued under £500 the Company shall limit the amount payable under this section to £1000.

## Section 7 SADDLERY AND TACK

### 1 *The Cover*

The **Insurers** will indemnify the **Policyholder** up to an amount not exceeding

Cover I	£1,000 (limit any one unspecified item - £350) per <b>Horse</b>
Cover II	£2,000 (limit any one unspecified item - £350) per <b>Horse</b>

described in the Policy Schedule for Theft, Accidental loss or damage during the Period of Insurance to Saddlery and Tack belonging to the **Policyholder**. The **Insurers** shall only be liable for the current market value of the property immediately preceding its loss.

### 2 *Definitions*

Saddlery & Tack means saddle bridle harness or any other riding Tack normally attached to the Insured **Horse** for the purpose of riding leading lunging driving or while the **Horse** is at grass.

Theft means theft involving entry to or exit from a Building by forcible and violent means.

The insurance of property herein is subject to the Condition of Average that is to say if the property covered by this Insurance shall at the time of any loss or damage be of greater value than the sum insured the **Policyholder** shall only be entitled to recover herein such proportion of the said loss or damage as the sum insured herein bears to the total value of the said property.

### 3 *Exclusions*

This section does not insure

- a) clothing and personal effects of any description.
- b) loss or damage arising from moth, mildew, vermin, wear and tear, gradual deterioration, inherent defect or the process of cleaning, dyeing, repairing, restoring or altering of any article.
- c) theft other than from a totally enclosed and secure building the doors of which are locked by a patent five lever mortice deadlock and the windows also to be securely locked.
- d) harness used at any time with any horsedrawn vehicle not insured by the **Insurers**.
- e) Cover I - The first £ 100.00 or 10% whichever is the greater of each and every claim.  
Cover II - The first £120.00 or 10% whichever is the greater of each and every claim.

## Section 8      PERMANENT LOSS OF USE

### 1      *The Cover*

The **Insurers** will pay the **Policyholder**

a) **the market value OR the sum insured** whichever is the less in the event of any Insured **Horse** sustaining an accidental injury identifiable to a known cause and specific date or specifically diagnosed illness sustained or contracted during this Period of Insurance which permanently prevents it from fulfilling the functions or duties for which it is kept employed and insured.

or

b) **Up to 60% of the market value** or of the sum insured whichever is the less in the event of any Insured **Horse** which is incapable of participating in the activities for which it is kept but can still be ridden or used for breeding purposes.

Provided the condition in each case is confirmed by the **Insurers** and the **Policyholders** Veterinary Surgeons.

Provided an Insured **Horse** sustains an accident or incurs a disease during the Period of Insurance and the **Insurers** have been notified correctly a claim under this section will be met should the **Horse** be certified as permanently incapacitated during the 365 days following the renewal date irrespective of whether the policy has been renewed and subject to all Terms, Conditions and Exclusions.

### 2      *Conditions*

- a) Any disagreement between the **Policyholder's** and the **Insurers** Veterinary Surgeons over permanent incapacity of the Insured **Horse** shall be referred to an independent Veterinary Surgeon mutually agreed upon by the both sides who will act as arbitrator. His decision shall be binding on both **Insurers** and the **Policyholder**.
- b) The **Insurers** will normally require a second opinion from an Independent Veterinary Surgeon appointed by the Company.

### 3      *Exclusions*

This section does not insure

- a) Disfigurement following an injury or illness which renders an Insured **Horse** unsuitable for showing because of its appearance.
- b) Any condition which is a vice or behavioural problem.
- c) Any part of the value of the **Horse** which relates to prospective competition or future success of any form.
- d) Loss as a result of degenerative disease regardless of cause on any insured animal over the age of 14 years.
- e) The first 30 days from the inception of the policy or from the horse being insured hereunder for any loss arising out of illness or disease.

## **Section 9      STABLE LOSS**

The **Insurers** will pay the **Policyholder** an amount not exceeding £50 per week up to a maximum £500 for the cost of alternative stabling following the total destruction of the **Policyholder's** stables as a result of fire, flood, storm or malicious damage.

Receipts from a recognised riding establishment or livery yard must be provided to substantiate the dates of stabling and the charges incurred.

## **Section 10      LOSS OF ENTRY FEES**

The **Insurers** will pay up to £300 in respect of irrecoverable loss of entry fees paid in advance due to non-participation in shows or event caused by:

- a) the Death of an Insured **Horse** provided that such Death is an admitted insurance claim hereunder or
- b) the Hospitalisation of the **Policyholder** or the proposed Rider at the time of the Show or event.

## Section 11      EQUI-VETERAN

(For any **Horse** accepted by the Company being 16 yrs and over)

### **1      *The Cover***

#### **A      **Death by Accidental External Injury Only****

The **Insurers** will pay the **Policyholder**

- 1) up to the sum insured or market value whichever is the lesser in the event of death or slaughter on humane grounds of any **Horse** described in the Schedule during any **Period of Insurance** resulting from accidental external injury during the **Period of Insurance**. If an Insured **Horse** sustains an accidental external injury during the **Period of Insurance** and the **Insurers** have been notified correctly, a claim under this Section will be met provided the **Horse** dies during the 30 days following a renewal date irrespective of whether or not the policy has been renewed and subject to all the Terms, Conditions and Exclusions of the policy.
- 2) Disposal Costs to the maximum amount of £100 in the event of death or slaughter on humane grounds resulting from accidental external injury during the **Period of Insurance**

#### **Exclusions**

This section does not insure

- 1) Slaughter (except on humane grounds as described above) without the consent of the **General Agent**.
- 2) Destruction under the order of any government, local authority or other body having jurisdiction.
- 3) Death as a result of undergoing a surgical operation or general anaesthetic unless prior consent for such treatment is given by the Company or is conducted by a Veterinary Surgeon in an immediate attempt to save the life of the **Horse**.
- 4) Destruction of the Insured **Horse** as a result of economic expediency.
- 5) Any consequential loss.
- 6) Malicious or wilful injury caused by any of the **Policyholders** family or household or any employee of the **Policyholder** or other persons who have care custody or control of the Insured **Horse**.

#### **B      **Theft****

The **Insurers** will pay up to the sum insured or market value whichever is the lesser if any **Horse** described in the Schedule is lost by theft or straying during the **Period of Insurance** and is not recovered within 60 days of such a loss.

#### **Exclusions**

This section does not insure

- 1) Theft by or straying as a result of a wilful negligent act or omission of a relation, family, agent, employee, licensee, paying guest or other person in contractual relationship with the **Policyholder**.
- 2) Loss by voluntary parting with title or possession of the **Horse** by the **Policyholder** whether or not induced by any fraudulent scheme, trick, device or false pretence.
- 3) Liability arising for any consequential loss following theft and/or straying.

## **C Public Liability**

In accordance with Section 3 – Public Liability

## **D Vets Fees by Accidental External Injury Only**

The **Insurers** will pay up to £1500 any one incident (maximum any one period of insurance £3,000) in the event of the Insured incurring Veterinary Surgeon's Fees in respect of treatment to the **Horse** described in the Schedule of this Section of the policy due to an accidental external injury (excluding pregnancy parturition or preventative inoculation) arising during **the Period of Insurance** as shown in the Schedule. The **Insurers** will in respect of each **Horse** reimburse the **Policyholder** for such fees.

### **Exclusions**

This section does not insure

- 1) Veterinary surgeons fees for any surgical operation performed or general anaesthetic administered unless in an immediate attempt to save the life of the **Horse** without prior written authority of the **Insurers**.
- 2) Cost of euthanasia unless prior written authority has been given by the **Insurers**.
- 3) Claims relating in any way to the **Horse** being in foal except where the attending Veterinary Surgeon deems the birth to be complicated and needing treatment in an immediate attempt to save the **Horses** life.
- 4) Claims relating in any way to wolf teeth removal or preventative inoculation.
- 5) The first £100 of each and every claim.

### **Special Conditions**

- 1) The **Policyholder** is required to give the **Insurers** initial advice when the treatment commences and to submit subsequently all dated Veterinary Surgeons receipts to the Company to substantiate the claim and such receipt must include details of the treatment provided.

## Section 12 TRAILERS AND HORSEDRAWN VEHICLES

### **1**      *The Cover*

The **Insurers** will pay the **Policyholder** up to the

a) market value OR b) sum insured OR c) cost of repair whichever is the lesser following accidental damage to or theft of the **Horse Trailer/Horsedrawn** vehicle specified in the Schedule.

### **2**      *Conditions*

a) The insurance of property herein is subject to the Condition of Average that is to say if the property covered by this Insurance shall at the time of any loss or damage be of greater value than the sum insured the **Policyholder** shall only be entitled to recover herein such proportion of the said loss or damage as the sum insured herein bears to the total value of the said property.

b) The **Policyholder** shall take all reasonable steps to safeguard the **Horse Trailer/Horsedrawn** vehicle insured under this section from any loss or damage and maintain it in an efficient condition.

c) It is a condition of this insurance that when not in use or when left unattended the Trailer/**Horsedrawn** vehicle be fitted with a wheel clamp or other effective immobilising device.

### **3**      *Exclusions*

The **Insurers** will not be liable for

a) Depreciation, wear and tear, rust marking of paintwork, gradual deterioration, moth or vermin damage caused by any process of cleaning, repair or renovation and the action of light atmospheric conditions mechanical and/or electrical breakdown failure or damage to tyres by road puncture cuts or bursts.

b) The first £100 or 10% whichever is the greater of each and every claim in respect of Trailers and **Horsedrawn** Vehicles.

c) Any **Horsedrawn** vehicle whilst participating in any driving trials or competitions. Any Trailer or **Horsedrawn** vehicle let for hire or reward or being used otherwise than for private purposes.

d) In the event of a claim necessitating new parts or accessories which are obsolete or unobtainable the **Insurers** liability shall be limited to the last known list price of the part or accessory required.

**APPLICABLE TO ALL SECTIONS OF THE POLICY EXCLUDING  
SECTION 4 EQUINE LEGAL PROTECTION**

**1      *General Exclusions***

This policy does not insure

- a) Any consequential loss.
- b) Any legal liability or expense directly or indirectly caused by or contributed to by or arising from
  - i) nuclear or radioactive escape accident, explosion, waste or contamination.
  - ii) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- c) Any claim or sum which would be payable under another insurance policy if this insurance had not been affected.
- d) The recurrence of an illness, disease, lameness, injury, physical disability affecting the Insured **Horse** and existing or occurring prior to the inception of this Policy period whether claimed for or not.
- e) Melanomas, cancerous tumours, growths on grey horses aged 12 years and over.
- f) Terrorism

Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- b) in Northern Ireland civil commotion

This policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism shall mean any act including but not limiting to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organization or government 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

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon the Insured.

## 2 **General Conditions**

- a) Every **Horse** insured under this Policy or added to it during the Period of Insurance is warranted by the **Policyholder** to be in perfect health and to be free from injury, illness and vice at inception and/or any renewal of the Policy.
- b) It is warranted that every **Horse** is sound and in perfect health and free from any illness disease lameness injury or physical disability whatsoever at the commencement date of any **Period of Insurance** or renewal thereof. Therefore any **Horse** which does not fulfil the above criteria will not be covered for any liability relating to or associated with the said illness disease lameness injury or physical disability for the insurance period (or subsequent periods) that it enters in the said state. This means that existing abnormalities are NOT covered because this insurance is intended to provide protection against fortuitous events rather than the inevitable.
- c) The **Policyholder** must take all reasonable precautions to ensure the safety of the property insured and to prevent injury, illness and disease to an animal specified on the schedule theft, loss or damage. The **Policyholder** must provide all treatment of a prophylactic nature including regular worming, teeth and feet care and tetanus vaccinations.
- d) The **Policyholder** must at his own expense in the event of accident, illness or lameness of the Insured **Horse** immediately provide for attendance and treatment by a Veterinary Surgeon allowing removal for treatment if deemed advisable by the **Insurers** and those advising them.
- e) The **Policyholder** must at his own expense in the event of death of the Insured **Horse** immediately provide for attendance by a Veterinary Surgeon to certify the cause of death. The **Policyholder** shall obtain the best salvage in respect of any **Horse** which dies or is slaughtered and carry out post mortem if necessary.
- f) All losses under Section 1, 2, 7, 8, 11 and 12 must be supported by a purchase receipt showing the date price paid details of the **Horse** or item and name and address of vendor.
- g) The **Insurers** may cancel this Policy by sending thirty days notice by Recorded Delivery to the **Policyholder's** last known address and the **Insurers** will return to the **Policyholder** the proportionate part of the premium for the unexpired period of the insurance subject to no claims during that period.
- h) In the event of cancellation of cover by the **Policyholder** (provided no claim has arisen been notified or paid on the policy in the period of insurance) the **Insurers** will return the premium to the **Policyholder** in accordance with the **Insurers** cancellation rates, as follows:-
- (i) Cancellation in the first year of Insurance, in accordance with the following short terms rates:-
- | Period insurance in force | Percentage of Annual Premium returned |
|---------------------------|---------------------------------------|
| One Month                 | 80%                                   |
| Two Months                | 70%                                   |
| Three Months              | 50%                                   |
| Four Months               | 40%                                   |
| Five Months               | 25%                                   |
| Six Months                | 15%                                   |
| Over Six Months           | Nil                                   |
- (ii) Cancellation in subsequent years of insurance:  
Pro-rata return of annual premium.
- i) If the **Policyholder** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims and the premium paid hereunder shall be forfeited.

- j) At renewal or upon any alteration of this Policy all statements made by or on behalf of the **Policyholder** and the terms of any renewal invitation issued by or on behalf of the **Insurers** are incorporated in this Contract. In all other respects the terms of the Policy will remain and the **Policyholder** accepts that such terms are valid.
- k) The liability of the **Insurers** shall not in any circumstances exceed the limit of indemnity stated in the Policy or the Policy Schedule.
- l) All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

- m) Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

### 3 *Claims Conditions*

- a) The **Policyholder** must notify Towergate AIUA in writing with full details immediately upon any accident injury illness theft loss damage or lameness. In the case of theft or attempted theft vandalism or loss destruction damage or injury by malicious persons the **Policyholder** must also immediately notify the Police.
- b) If the **Policyholder** has not received an acknowledgement from Towergate AIUA of this written notification within five weeks after it was sent the **Policyholder** shall make one further notification in the manner aforesaid.
- c) The **General Agent** shall not be or become an Agent of the **Insurers** for any purposes of or in connection with notification.
- d) In order for any claim to be agreed it is imperative that the actual Veterinary surgeon attending the **Horse(s)** or the usual vet or previous vet must provide to the **Insurers** or their appointed representative at the **Policyholder's** expense a full medical history of the **Horse(s)** including records x-rays and the like.
- e) No liability will be accepted under this policy unless the proper cause of accident or a specific diagnosis of illness/disease has been established beyond reasonable doubt.
- f) Upon notification of a potential claim the **Insurers** will require the completion of appropriate report forms the cost of completing these is the responsibility of the **Policyholder**. The **Insurers** cannot accept any liability for a claim where the afore mentioned completed report forms have not been returned to the **General Agent** immediately and in any event no later than 21 days.
- g) The **Policyholder** must immediately on receipt send unanswered to the **General Agent** any written Summons or legal process. The **Policyholder** shall at his own expense and promptly provide all information assistance and co-operation as requested by or on behalf of the **Insurers** from time to time.
- h) No negotiations admission repudiation or offer promise compromise or payment in respect of any claim must be entered into or made without the written consent of the **Insurers**. Nor shall the **Policyholder** give any information or assistance to any person claiming against him/her or disclose the existence of this insurance.
- i) The **Insurers** will be entitled to take over and conduct in the **Policyholder's** name any legal action and to take proceedings at their own expense and for their own benefit but in the name of the **Policyholder** to recover compensation from any other person. The **Insurers** shall have full discretion on the conduct of any proceedings and in the settlement of any claim.
- j) The **Policyholder** shall give prompt attention to any request by or on behalf of the **Insurers** for information which in their opinion will facilitate the conduct of any enquiries and/or legal proceedings. In the absence of full co-operation and assistance from the **Policyholder** the **Insurers** will be under no obligation to indemnify the **Policyholder** under this policy.

Underwritten by:

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales  
Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL  
Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority.  
FirstAssist Insurance Services Limited, Registered in England & Wales No 04617110  
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.  
FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority

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