

# Horse Insurance

## Policy 30-6-2016

The ultimate flexible  
Horse insurance policy  
Arranged by:

**Millins**  
CHARTERED  
INSURANCE BROKERS



## ABOUT YOUR HORSE INSURANCE POLICY

Our aim is provide you with a first class standard of service. To help us achieve this, it is important that you read your Policy Carefully. This Policy booklet contains details of the extent of cover available to you, the conditions on which the Policy is issued and the exclusions that apply to all policies.

Your personalised Schedule provides details of the cover you have selected. It confirms which sections of the Policy are operative for you and your horse/s. This includes a description of your insured horse/s, saddlery & tack, trailer/s and/ or horse drawn vehicle/s including their sums Insured and Excesses. Your schedule will also detail any special terms, restrictions or extensions that apply to your cover.

This policy booklet together with your current schedule plus any other endorsements issued since the release date of the policy describe the extent of your policy cover and must be read together as one document.

You can insure your horse from 30 days of age onwards. Cover for Death, Permanent Loss of Use and Veterinary Fees is limited to claims arising from injury only in the first 14 days of your policy. We will not pay any claims arising from illness/disease which starts within 14 days of the start of cover.

Our policies are renewable annual contracts and the terms, conditions, premiums and excesses may change each year. If your policy cover does not meet your requirements, or if you have any comment, query or complaint about the Policy, please contact us (see last page of this policy for contact details).

### Cooling Off Rights

You have 14 days from receipt of your policy during which you can cancel the policy and receive a full refund of your premium - subject to no claims having occurred.

### How Much to Insure For

It is important that you make sure that the amounts you insure for are correct. Your horse/s, trailer and/or Horsedrawn Vehicles must be insured for their market value. However, with saddlery/tack you can choose whether to insure for the market value (Indemnity Cover) or cost to replace as new (Reinstatement Cover). Please see section 9 (page 11) of this policy and if you require guidance, please ask us. Remember, if you are underinsured you may not be fully reimbursed for your loss.

### Horse Ailments

You must report the onset of your horse having any accident, illness or disease as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.

### Making a Claim

To make a claim, first read the Policy and Schedule to check that you are covered. Then follow the instructions provided under General Conditions (see pages 12-13). You should ask us for a claim form and provide us with relevant details as soon as possible to help us deal with your claim quickly and fairly. Please do not hesitate to ask for advice; we will always be pleased to help you.

### Sharing Information

We may share information about you and your horse with other insurance firms, directly or via a number of data bases. This allows us to check the information you give us and also helps us prevent fraud. We may also need to share information with other professionals such as vets and loss adjusters when handling a claim (see Data Protection Act information on page 15).

## CHANGES IN CIRCUMSTANCES

Your insurance has been arranged on the basis of the answers given to questions asked on your proposal form. It is your responsibility to provide us with accurate and complete answers to all questions asked and that you do not make a misrepresentation. A misrepresentation may result in your policy being cancelled, a claim not being paid, a higher premium being applied or change/s to the terms of your policy. Below is guidance on the things that you need to tell us, when your policy is first arranged, at each renewal of your policy after and mid term during the currency of your insurance policy.

### Things You Need to Tell us

If you do not tell us these things, then the terms of your insurance cover will be affected. We do not need to know about things you have previously told us. But if you are at all uncertain whether or not we have already been told about something, then please tell us anyway.

## YOU MUST TELL US IF

These are things, that if you do not tell us we will not be able to pay a relevant claim

### Things you must tell us about You

- If you have had a claim on another horse insurance policy
- If you have had a claim or loss\* for any of the covers that are now renewing or seeking to add on to your policy (\* loss means a circumstance that would have led to a claim, had insurance cover been in place)
- If you have had any insurance refused, compulsorily cancelled, special terms imposed or exclusions/restrictions applied
- If you (or any person that resides with you) has had any conviction, have any prosecution pending, bankruptcy or County Court Judgement made

### Things you must tell us about each Insured Horse

- If a horse has had (or is suffering from now) any illness, disease, accident or ailment of any kind?
- If a horse has had any treatment or examination by a vet or other practitioner? (But we do not need to know about routine / preventative care such as routine vaccinations, routine teeth rasping, routine hoof care/shoeing and routine worming)
- If a horse has had any veterinary certificate issued (such as for sale / purchase / insurance purposes), if so you must let us have a copy of the report
- If there have been any complaints regarding a horse's behaviour or if a horse has caused damage or injury or has been aggressive or difficult to control
- If you find out that a horse is not the age you thought he/she was
- If a horse is travelling outside of Great Britain, The Channel Islands, Northern Ireland and the Isle of Man
- If a horse is owned by someone other than you, i.e. the named Insured on your Horse Insurance Schedule
- If you hire out a Horse
- If a horse's use changes and is used or will be used outside of the Class of Use stated on your Horse Insurance Schedule (see Policy wording for full definition of each Class of Use)

### Other things you must tell us

- If your Tack/Trailer/Horsedrawn Vehicle is owned by someone other than you, i.e. the named Insured on your Horse Insurance Schedule
- If you hire out your Tack, Trailer or Horsedrawn Vehicle
- If the security arrangements for your Tack, Trailer or Horsedrawn Vehicle change

## PLEASE ALSO TELL US IF

These are things, that may affect the outcome of a claim, and we'd appreciate being kept up to date about

- You change your name
- You change your address
- You change your phone number/s or email address
- You change your occupation
- You change your horse's name
- If your horse goes out on loan to another person
- Your horse's value changes
- You lend/loan your Tack/Trailer/Horsedrawn vehicle to another person
- You would like to change your cover

## WE DO NOT NEED TO KNOW

These are things that you do not need to tell us

- If you move your horse to a new stable yard
- If you change your regular Vet

## POLICY DEFINITIONS

The words and expressions defined below bear the meaning given to them whenever they appear in the Policy. Certain words are given particular meanings in the individual sections of the Policy, those meanings are shown in the relevant section.

### The Underwriter / The insurer / we / us /our

Allianz Insurance Plc and / or Pen Underwriting Limited on behalf of Insurers specified herein (see page 19) represented by John Millin (Southport) Ltd T/A Millins Chartered Insurance Brokers (Millins).

### You/your/the insured

The person/s named as policyholder on your policy schedule.

### Accidental Injury

Accidental bodily injury suffered by a horse resulting from any external, violent and visible cause, including accidental poisoning.  
(NB an internal sprain / strain / tear / rupture injury, without evidence of an external cause or external manifestation, is not an **Accidental Injury**)

### Age of Horse

The age of your horse is as stated in your policy schedule for each period of cover. (This is based on the date/year of birth of your horse that you gave us when cover was first arranged, if you discover that the date/year of birth you gave us was wrong, then you must tell us as soon as possible).

### Alternative Therapies

The cost of alternative therapies, corrective shoeing, essential transport and livery expenses at a veterinary hospital or alternative therapy centre recommended by your vet but not performed by your vet.

### Excess

The amount stated on your schedule that you must pay towards each unrelated claim.

### Family

You, your spouse/domestic partner, children, step children, parents and other relatives normally living with you. Family includes children temporarily living away from home during term time for educational purposes.

### Horse

A horse, pony, donkey, ass or mule of any height.

### Indemnify

Reimbursement of costs incurred by you that are insured by this policy

### Onset

The moment that a horse is injured or first shows clinical signs of an illness or disease.

### Period of Cover

The operative time of your policy as stated in your schedule.

### Policy

This policy booklet, including your current personalised schedule and any endorsements appended or attached.

### Pre-Existing Condition

Any injury, illness or disease that your horse had, or showed clinical signs of, prior to the start of your cover, regardless of whether or not you knew about the condition.

### Proposal

Any signed proposal form, declaration form, and/or information supplied to us, by you or on your behalf.

### Schedule

Your personalised summary of the cover (headed HORSE INSURANCE SCHEDULE) that operates in respect of you and your horse and its equipment. This shows the period of cover, your premium, your name & address, describes the insured horse/s, insured equipment and details any special terms that apply such as exclusions and endorsements and any restrictions of or extensions to your cover.

### Territorial Limits

This policy shall only apply in Great Britain Northern Ireland the Channel Islands the Isle of Man and transit in between.

### Trailer

A trailer designed to be towed by a motorised vehicle to transport a horse, vehicle or other ancillary items agreed by us.

### Vehicle

A gig, trap, phaeton or other horse drawn vehicle designed to be drawn by a horse.

### Vet

A qualified member of the Royal College of Veterinary Surgeons (MRCVS).

### Vet's Fees

Charges made by your vet for the attendance on and treatment of your horse including drugs and standard sundry items supplied by your vet Excluding Alternative Therapies.

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### Classes of Use

#### Class 1

Hacking, Showing, Dressage, Private Driving, all Riding/Pony Club Level Activities, Stallions, Brood Mares, Show Jumping up to BS Grades C or JC, Horses at grass, Endurance Riding (up to 50 miles). Horse Ball, Jump Cross (level 3).

#### Class 2

Class 1 plus Hunting, Hunter Trials, Show Jumping at BS Grades A, B and JA Affiliated Eventing up to Intermediate level, Foals aged 3 to 12 months at inception, Arab Racing, Polo, Harness Racing, BHDTA Competitions, Endurance Riding (over 50 miles), Jump Cross (levels 2 &1).

#### Class 3

Class 2 plus Advanced Eventing, Point to Pointers, Foals aged 30 days to 3 months at inception. Each of the above classes includes use of an insured horse by a riding school

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## SECTION 1 - DEATH OF HORSE (Underwritten by Allianz Insurance plc)

### Cover

In the event of a horse specified in the Schedule sustaining or contracting, accidental injury, illness or disease during the period of insurance leading directly to the horse's death within 12 months we will pay the sum insured specified in the schedule.

### Exclusions

We will not pay for:

- a) any accident, illness or disease not reported to us within 12 months of its onset
- b) death by slaughter unless
  - i. such slaughter shall have taken place with our prior written consent or,
  - ii. in the opinions of both your vet and our vet your horse is suffering from an accident, illness or disease and that as a result of the suffering it is not humane for your horse to be kept alive in accordance with current BEVA guidelines for the destruction of horses under an all risks of mortality insurance.
- c) destruction under the provisions of any statute or under the order of a Government department or a local authority
- d) death arising from a surgical operation or the administration of a general anaesthetic unless certified by a vet that such action was necessary to save the horse's life
- e) death arising more than 12 months after the date of the onset of the injury, illness or disease
- f) death arising from an activity outside the class of use specified on your schedule
- g) death arising from the onset of illness or disease in the first 14 days of cover
- h) death arising from any pre-existing condition
- i) costs and expenses incurred in having the horse euthanased (this may be claimed under vet's fees)
- j) costs and expenses incurred in disposing of the horse's carcass (this may be claimed under disposal fees)

### Special Conditions

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having any accident, illness or disease as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.
3. You must give us at least 24 working hours notice following the death of any horse insured under this Policy.
4. The carcass must not be disposed of without our consent, nor before we have confirmed whether or not we require a Post Mortem.
5. If a Post Mortem is carried at, it shall be at your expense.
6. A vet must confirm the cause of death.
7. Death by slaughter claims must be certified by a qualified vet that it was not humane to keep your horse alive due to its suffering in accordance with current BEVA guidelines for the destruction of horses under an all risks of mortality insurance.



**SECTION 1a - ACCIDENT ONLY DEATH OF HORSE**  
(Underwritten by Allianz Insurance plc)

**Cover**

In the event of a horse specified in the Schedule sustaining Accidental Injury during the period of insurance leading directly to the horse's death within 12 months we will pay the sum insured specified in the schedule.

**Exclusions**

We will not pay for:

- a) any accident not reported to us within 12 months of its onset
- b) death by slaughter unless
  - i. such slaughter shall have taken place with our prior written consent or,
  - ii. in the opinions of both your vet and our vet your horse is suffering from an accidental injury and that as a result of the suffering it is not humane for your horse to be kept alive in accordance with current BEVA guidelines for the destruction of horses under an all risks of mortality insurance.
- c) destruction under the provisions of any statute or under the order of a Government department or a local authority
- d) death arising from a surgical operation or the administration of a general anaesthetic unless certified by a vet that such action was necessary to save the horse's life
- e) death arising more than 12 months after the date of the onset of the accidental injury
- f) death arising from an activity outside the class of use specified on your schedule
- g) death arising from any pre-existing condition
- h) death arising from tendon and/or ligament strain/sprain
- i) death arising from any illness or disease
- j) costs and expenses incurred in having the horse euthanased (this may be claimed under vet's fees)
- k) costs and expenses incurred in disposing of the horse's carcass (this may be claimed under disposal fees)

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having any accidental injury as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice. In the event of the death of your horse you must immediately arrange for the attendance by, and report from, a vet.
3. You must give us at least 24 working hours notice following the death of any horse insured under this Policy.
4. The carcass must not be disposed of without our consent, nor before we have confirmed whether or not we require a Post Mortem.
5. If a Post Mortem is carried at, it shall be at your expense.
6. A vet must confirm the cause of death.
7. Death by slaughter claims must be certified by a qualified vet that it was not humane to keep your horse alive due to its suffering in accordance with current BEVA guidelines for the destruction of horses under an all risks of mortality insurance.

**SECTION 2 - DISPOSAL FEES**  
(Underwritten by Allianz Insurance plc)

**Cover**

In the event of a valid Death of Horse Claim (under Section 1 or 1a) or in the event of a valid Permanent Loss of Use claim where the horse is slaughtered (under section 5 or 5a) we will contribute up to £250 towards the cost of removal and disposal of your horse's carcass. You may choose your preferred removal/disposal method to suit your circumstances at the time.

The most we will pay is £250 any one claim.

### SECTION 3 - THEFT OR STRAYING OF HORSE (Underwritten by Allianz Insurance plc)

#### Cover

In the event of theft or loss by straying of a horse specified in the Schedule during the period of insurance we will pay the sum insured specified in the Schedule after a minimum period of 3 months has passed from the date of loss.

#### Additional Cover - Advertising and Reward Costs

We will also pay up to £200 towards the cost of advertising for a missing horse which is insured by this policy including a reward which leads to the recovery of the horse. The most we will pay is £200 any one claim.

#### Exclusion

We will not pay for:

- a) Theft involving collusion with any member of the insured's family, household or any employee of the Insured.

#### Special Conditions

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. You must notify the police immediately you discover your horse is missing or has been stolen and obtain a crime reference number
2. You must notify us as soon as possible after you discover your horse is missing or has been stolen.
3. If your horse is later found or returns, you must repay any theft of horse claim settlement paid to you. Advertising and reward costs need not be repaid.

### SECTION 4 - PUBLIC LIABILITY

(Underwritten by Pen Underwriting Limited on behalf of Insurers specified herein - see page 19)

#### Section Definitions

The words and expressions defined below bear the meaning given to them whenever they appear in this section only. (In addition the Policy Definitions listed at the beginning of this booklet apply to this section).

#### Costs

- a) all legal costs and expenses recoverable from the Insured by any claimant which have been incurred before the insurer has paid or offered to pay either the full amount of the claim or the indemnity limit applicable.
- b) all legal costs and expenses of defending any inquest or enquiry arising from any incident which is the subject of a claim under this Section;
- c) all legal costs and expenses of court proceedings brought against the insured or an employee in respect of a breach, or alleged breach, of any statutory duty, resulting in injury or damage that may be the subject of a claim under this section, provided that payment of such costs and expenses in respect of the defence of any employee will only be made if so requested by the Insured;
- d) all other costs and expenses incurred by the Insured with the consent of the Underwriter.

#### Damage

Loss, Destruction or Damage

#### Employee

Any of the persons described below, while working for the Insured in connection with an Insured horse:

- a) a person under a contract of service or apprenticeship with the Insured;
- b) any labour master or labour only sub-contractor or any person supplied by them;
- c) any self employed person;
- d) any persons borrowed by or hired by the Insured or deemed by contract to be an employee of the Insured;
- e) any person participating in a recognised work experience training scheme or youth training scheme;
- f) any casual or volunteer worker.

#### Injury

Bodily Injury, death, disease or illness of a Human Being

#### Property

Material Property

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## Cover

We will pay, subject to the payment of any applicable excess, all sums which the Insured is legally liable to pay as compensation in respect of accidental:

- a) Injury to any person but not the Insured, family members or employees; or
- b) Damage to third party property

happening within the territorial limits, during the period of insurance and arising from:

- a) ownership, possession or use by the Insured of any horse specified in the Schedule;
- b) use of any horse specified in the schedule by any person with the express permission of the insured;
- c) driving and riding in a vehicle drawn by any horse specified in the Schedule;
- d) any vehicle specified in the Schedule while unattached from a horse;
- e) any trailer specified in the Schedule while unattached from a towing vehicle;
- f) the Insured and any family member using any horse not owned by nor on loan to the Insured.

We will pay costs in respect of any claim to which cover under this section applies.

## Exclusions applying to section 4 – Public Liability (in addition to the General Exclusions outlined in this Policy)

We will not pay claims in respect of:

- a) Damage to Property belonging or hired to or held in trust by or in the custody or control of you, an employee or a member of your family;
- b) Liability assumed by the Insured under any express or implied agreement unless such liability would have attached in the absence of such agreement;
- c) The exercise by the Insured of any form of trade, calling, business or profession;
- d) Damage to walls, gates, fences and growing crops caused by any horse to which this Policy applies whilst being ridden, led or driven;
- e) Injury or damage caused by or in connection with the ownership, possession or use by or on behalf of the Insured of any railway, aircraft, watercraft, hovercraft or mechanically propelled vehicle, including trailers while attached to a towing vehicle;
- f) the hiring out of or commercial use of any horse by the Insured;
- g) the use of any horse in circumstances where liability in respect of such use is compulsorily insurable under any legislation;
- h) the use of any horse for racing of any kind or practising thereof, other than uses defined in the operative class of use of a horse specified in the schedule;
- i) the amount specified as the Excess in the Schedule in respect of any claim for damage to third party property;
- j) liability for death, bodily injury or illness of:
  - i. the insured;
  - ii. any Family member;
  - iii. any employee
- k) liability arising from the direct or indirect consequences of assault or alleged assault;
- l) liability arising from any deliberate, wilful or malicious act;
- m) liability arising from avian influenza.

## Special Conditions applying to section 4 – Public Liability

If you do not comply with a Special Condition, any claim relating to it will be refused.

## Other Persons

Cover under this section does extend to a person who is riding or has custody or control of any horse as specified in the Schedule, provided they have the prior permission of the Insured and they are deemed to be legally responsible for the said horse.

## Personal Representatives

If the Insured dies having incurred liability for which this section provides cover then we will deal with your legal representative provided that the legal representative is subject to and observes the terms, conditions, exclusions and endorsements of this policy.

## Indemnity Limits

All claims made in respect of this section of the policy occurring during any one Period of Insurance shall be subject to the aggregate policy limit specified in the Schedule including any costs.



**SECTION 5 - PERMANENT LOSS OF USE**  
(Underwritten by Allianz Insurance plc)

**Section Definition**

**Permanent Incapacity**

In the opinions of both your vet and our vet, complete incapability of a horse due to unsoundness of fulfilling the functions for which the horse is insured and kept. But shall not include death, slaughter (other than as provided below) or any diminution of capability or performance.

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**Cover**

In the event of a horse specified in the Schedule sustaining or contracting accidental injury, illness or disease during the period of insurance leading directly to the Permanent Incapacity of the horse within 12 months of the onset of such injury, illness or disease we will pay:

- 100% of the sum insured specified in the schedule provided that the horse is slaughtered with our prior consent, or
- 70% of the sum insured if you retain the horse.

**Exclusions**

We will not pay for:

- a) Any accident, illness or disease not reported to us within 12 months of its onset
- b) Reduction in appearance or value resulting from a scar or blemish;
- c) Permanent Incapacity resulting from abnormalities of reproductive organs other than caused by accidental injury, illness or disease occurring during the Period of Insurance;
- d) Permanent Incapacity resulting from any congenital or hereditary condition;
- e) Permanent Incapacity arising more than 12 months after the date of the onset of the injury, illness or disease;
- f) Permanent Incapacity arising from any pre-existing condition.
- g) Permanent Incapacity resulting from the onset of illness or disease in the first 14 days of cover.
- h) Permanent Incapacity arising from an activity outside the class of use specified on your schedule
- i) Costs and expenses incurred in having the horse euthanased (this may be claimed under vet's fees)
- j) Costs and expenses incurred in disposing of the horse's carcass (this may be claimed under disposal fees)

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having any accident, illness or disease as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.
3. Following the settlement of a Permanent Loss of Use claim, cover for that horse shall immediately cease under sections 1/1a (Death of Horse/Accident Only Death of Horse), 2 (Disposal Fees), 3 (Theft of Horse), 5/5a (Permanent Loss of Use/Accident Only Permanent Loss of Use) 6/6a (Vet's Fees/Accident Only Vet's Fees) and 7 (Alternative Therapy Fees). The availability of and terms of any future insurance cover will be at our discretion
4. Once we have agreed the settlement of your claim, if you chose to keep your horse we will pay 70% of your horse's Sum Insured, the horse must be freeze marked at your expense to indicate that the horse has been the subject of a valid Permanent Loss of Use claim. Your Permanent Loss of Use settlement will be paid after the freeze marking is confirmed to us as completed.
5. Once we have agreed the settlement of your claim, if you chose to euthanase your horse we will pay 100% of your horse's Sum Insured, the horse must be euthanased at your expense (or alternatively claimed under Vets Fees). You are at liberty to select the method of euthanasia that your vet performs. The euthanasia must be performed by a vet. Your Permanent Loss of Use settlement will be paid after we receive evidence that the euthanasia has been carried out.
6. If, within 24 months of a permanent loss of use claim being paid to you, the horse becomes sound and capable of fulfilling the functions for which it was insured and kept, the amount we paid you must be refunded to us.

**SECTION 5a - ACCIDENT ONLY PERMANENT LOSS OF USE**  
(Underwritten by Allianz Insurance plc)

**Section Definition**

**Permanent Incapacity**

In the opinions of both your vet and our vet, complete incapability of a horse due to unsoundness of fulfilling the functions for which the horse is insured and kept. But shall not include death, slaughter (other than as provided below) or any diminution of capability or performance.

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**Cover**

In the event of a horse specified in the Schedule sustaining or contracting Accidental Injury during the period of insurance leading directly to the Permanent Incapacity of the horse within 12 months of the onset of such injury we will pay:

- 100% of the sum insured specified in the schedule provided that the horse is slaughtered with our prior consent, or
- 70% of the sum insured if you retain the horse.

**Exclusions**

We will not pay for:

- a) Any accident not reported to us within 12 months of its onset
- b) Reduction in appearance or value resulting from a scar or blemish;
- c) Permanent Incapacity resulting from abnormalities of reproductive organs other than caused by accidental injury occurring during the Period of Insurance;
- d) Permanent Incapacity resulting from any congenital or hereditary condition;
- e) Permanent Incapacity arising more than 12 months after the date of the onset of the injury;
- f) Permanent Incapacity arising from an activity outside the class of use specified on your schedule
- g) Permanent Incapacity arising from any pre-existing condition.
- h) Permanent Incapacity resulting from the onset of illness or disease.
- i) Costs and expenses incurred in having the horse euthanased (this may be claimed under vet's fees)
- j) Costs and expenses incurred in disposing of the horse's carcass (this may be claimed under disposal fees)

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having any accidental injury as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.
3. Following the settlement of an Accident Only Permanent Loss of Use claim, cover for that horse shall immediately cease under sections 1/1a (Death of Horse/Accident Only Death of Horse), 2 (Disposal Fees), 3 (Theft of Horse), 5/5a (Permanent Loss of Use/Accident Only Permanent Loss of Use) 6/6a (Vet's Fees/Accident Only Vet's Fees) and 7 (Alternative Therapy Fees). The availability of and terms of any future insurance cover will be at our discretion
4. Once we have agreed the settlement of your claim, if you chose to keep your horse we will pay 70% of your horse's Sum Insured, the horse must be freeze marked at your expense to indicate that the horse has been the subject of a valid Permanent Loss of Use claim. Your Permanent Loss of Use settlement will be paid after the freeze marking is confirmed to us as completed.
5. Once we have agreed the settlement of your claim, if you chose to euthanase your horse we will pay 100% of your horse's Sum Insured, the horse must be euthanased at your expense (or alternatively claimed under Vets Fees). You are at liberty to select the method of euthanasia that your vet performs. The euthanasia must be performed by a vet. Your Accident Only Permanent Loss of Use settlement will be paid after we receive evidence that the euthanasia has been carried out.
6. If, within 24 months of a permanent loss of use claim being paid to you, the horse becomes sound and capable of fulfilling the functions for which it was insured and kept, the amount we paid you must be refunded to us.

**SECTION 6 - VET'S FEES**  
(Underwritten by Allianz Insurance plc)

**Cover**

We will indemnify you in respect of vet's fees incurred for a period of 12 months from the date of the onset of an accidental injury, illness or disease sustained or contracted during the period of insurance by a horse specified in the schedule. Our total payment for vet's fees will not exceed the vet's fees sum insured less the vet's fees Excess for each and every claim. The Excess applicable is as specified in the schedule. The vet's fees Excess reduces our total payment for each & every claim.

**Exclusions**

We will not pay for:

- a) Any accident, illness or disease not reported to us within 12 months of its onset
- b) The Excess as specified in the schedule in respect of each and every claim; The Excess is doubled for claims arising from/attribution to a mare being pregnant or giving birth.
- c) Infertility unless arising as a direct result of accidental injury, illness or disease
- d) Vet's fees arising more than 12 months after the date of the onset of the accidental injury, illness or disease;
- e) Vet's fees arising from an activity outside the class of use specified on your schedule
- f) Vet's fees arising from any pre-existing condition
- g) Vet's fees arising from the onset of illness or disease in the first 14 days of cover
- h) The cost of security marking your horse such as freeze-marking, micro-chipping or other branding
- i) The cost of routine preventative horse care procedures such as inoculations, vaccinations worming, castration, removing wolf teeth, teeth rasping, routine shoeing and the like
- j) Additional expenses of keeping your horse, such as livery costs
- k) Transport costs
- l) Alternative Therapies
- m) Any surgical or other operation or anaesthetic administered unless agreed in advance by both your vet and ours as necessary as a direct result of accidental injury, illness or disease
- n) The cost of providing evidence required by us to support your claim including post mortem costs
- o) The use of unlicensed drugs
- p) Costs and expenses incurred in disposing of your horse's carcass (this may be claimed under disposal fees)
  
- q) Costs and expenses incurred in having the horse euthanased, unless our prior written consent is obtained to confirm that we agree the euthanasia
- r) Diet food, unless such food is essential in treating your horse and unless our prior written consent is obtained to confirm that we agree to the diet food

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having any accident, illness or disease as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.
3. The use of specialist diagnostic procedures at specialist centres must be referred to us and agreed by us in advance in writing (this condition does not apply to common diagnostic procedures such as x-rays, ultrasound, nerve blocks and endoscopy)
4. Claims under this Section must be accompanied by all details that we request from the attending vet in addition to the claim form.
5. Claims under this section must be notified to us in writing as soon as possible.
6. Following the settlement of a Permanent Loss of Use claim. Vet's Fees cover for that horse shall immediately cease.

**SECTION 6a - ACCIDENT ONLY VET'S FEES**  
(Underwritten by Allianz Insurance plc)

**Cover**

We will indemnify you in respect of vet's fees incurred for a period of 12 months from the date of the onset of an accidental injury sustained during the period of insurance by a horse specified in the schedule. Our total payment for vet's fees will not exceed the vet's fees sum insured less the vet's fees Excess for each and every claim. The Excess applicable is as specified in the schedule. The vet's fees Excess reduces our total payment for each & every claim.

**Exclusions**

We will not pay for:

- a) Any accident not reported to us within 12 months of its onset
- b) The Excess as specified in the schedule in respect of each and every claim
- c) Infertility unless arising as a direct result of accidental injury
- d) Vet's fees arising more than 12 months after the date of the onset of the accidental injury
- e) Vet's fees arising from an activity outside the class of use specified on your schedule
- f) Vet's fees arising from any pre-existing condition
- g) Vet's fees arising from the onset of illness or disease
- h) The cost of security marking your horse such as freeze-marking, micro-chipping or other branding
- i) The cost of routine preventative horse care procedures such as inoculations, vaccinations worming, castration, removing wolf teeth, teeth rasping, routine shoeing and the like
- j) Additional expenses of keeping your horse, such as livery costs
- k) Transport costs
- l) Alternative Therapies
- m) Any surgical or other operation or anaesthetic administered unless agreed in advance by both your vet and ours as necessary as a direct result of the accidental injury
- n) The cost of providing evidence required by us to support your claim including post mortem costs
- o) The use of unlicensed drugs
- p) Costs and expenses incurred in disposing of your horse's carcass (this may be claimed under disposal fees)
- q) Costs and expenses incurred in having the horse euthanased, unless our prior written consent is obtained to confirm that we agree the euthanasia
- r) Diet food, unless such food is essential in treating your horse and unless our prior written consent is obtained to confirm that we agree to the diet food

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If your horse is injured by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. You must report the onset of your horse having an accidental injury as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice.
3. The use of specialist diagnostic procedures at specialist centres must be referred to us and agreed by us in advance in writing (this condition does not apply to common diagnostic procedures such as x-rays, ultrasound, nerve blocks and endoscopy)
4. Claims under this Section must be accompanied by all details that we request from the attending vet in addition to the claim form.
5. Claims under this section must be notified to us in writing as soon as reasonably possible.
6. Following the settlement of a Permanent Loss of Use claim. Vet's Fees cover for that horse shall immediately cease.

**SECTION 7 - ALTERNATIVE THERAPY FEES**  
(Underwritten by Allianz Insurance plc)

**Cover**

We will indemnify you in respect of Alternative Therapy Fees incurred for a period of 12 months from the date of the onset of a valid vet fees claim under section 6 or 6a during the period of insurance for a horse specified in the schedule.

Provided that our total payment for Alternative Therapy Fees will not exceed the Alternative Therapy Fees sum insured specified in the schedule for that horse for each and every claim.

**Limits**

We will pay	Corrective/Surgical Shoeing	100% of additional costs
	Alternative Therapies	100%
	Hospitalisation	50 %
	Transport	50 %

We will not pay more than the Alternative Therapy Fees sum insured specified in the schedule

**Exclusions**

We will not pay for:

- a) Any therapy or procedure not recommended by your Vet
- b) The normal cost of your horse's shoeing, this will be deducted from your claim
- c) Livery costs, other than Hospitalisation at a Veterinary Hospital or an Alternative Therapy Centre where the cost of the treatment is covered under this policy

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. All Alternative Therapies must be recommended by your vet in advance, in writing
2. Alternative Therapies must be agreed by us in advance, in writing
3. Alternative Therapy Fees cover operates as an extension to your Vet's Fees cover. If your horse has Accident Only Vet's Fees Cover (Section 6a) then your Alternative Therapy Fees cover will provide for Accidental Injuries only. However, if your horse has Vet's Fees Cover (Section 6) then your Alternative Therapy Fees cover will provide for Accidental injury, Illness & Disease.



**SECTION 8 - PERSONAL ACCIDENT**  
(Underwritten by Allianz Insurance plc)

**Section Definitions**

**Insured Person**

**Means**

- you and members of your family riding, handling or driving any horse specified in the schedule or
- any person riding, handling or driving a horse specified in the schedule with your prior permission, or
- passengers in a vehicle drawn by a horse specified in the schedule driven by you or another person with your permission.

**Event A Death**

**Event B** Loss by physical severance or irrecoverable loss of use of one or more limbs or eyes

**Event C** Permanent total disablement entirely preventing the Insured person from engaging in any kind of occupation

**Event D** The cost of Dental Treatment incurred by an insured person as a result of an injury

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**Cover**

In the event of any Insured Person sustaining bodily injury by violent, external and visible means during the period of insurance and such injury directly and independently of any other cause resulting within 12 calendar months in the happening of any Event as described above we will pay to the Insured Person or his/her legal personal representatives:-

Event A	Children aged 5 to 17 years (inclusive)	£ 1,000
	Adults aged 18 to 70 years (inclusive)	£10,000
Event B		£10,000
Event C		£10,000
Event D	Dental Fees	£ 1,500

**Exclusions**

We will not pay for death, disablement or damage to teeth;

- a) sustained while any Insured Person is under the influence of intoxicating liquor or drugs
- b) consequent upon or attributable to the Insured Person suffering from any pre-existing physical defect or infirmity
- c) contributed to or caused by the Insured Person failing to obtain and follow proper medical or surgical advice
- d) sustained by any person before such person attains the age of 5 years or after expiry of the Period of Insurance in which such person attains the age of 70 years
- e) resulting directly or indirectly from pregnancy or child-birth, intentional self-injury, suicide or insanity
- f) of any person whilst any horse specified in the Schedule is hired out, or being used for hire/reward, for any business purpose or by any riding establishment.
- g) of any person whilst the horse is being used for an activity outside the class of use specified on your schedule
- h) In respect of Event D (Dental Fees) only, the Excess as specified in the schedule in respect of each and every claim

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. The above benefits shall not be payable in respect of any one Insured Person under more than one of the Events A, B and C in connection with all injuries arising out of the same incident.
2. Any Insured Person shall as often as required submit to medical examination on our behalf at our expense
3. In the case of Death reasonable notice shall be given to us prior to burial or cremation. We may require to be present and/or be represented at a post mortem examination on the body of the Insured Person.
4. The receipt of the Insured person or his legal personal representative(s) for any amount payable shall be an effective discharge of our responsibility to pay you.
5. Benefit in respect of Event C shall be payable only on certification by a medical referee of Permanent Total Disablement and not before the expiry of 104 consecutive weeks of disablement.
6. In respect of Event D (Dental Fees) we will not be liable for expenses incurred in respect of any dental treatment that is being undertaken prior to the time of the accident, nor any expenses for corrective dental treatment that would, but for the existence of this insurance, be treated in the normal course of events.
7. Our Total payment under this section is limited to £10,000 and this shall not be increased beyond £10,000 in the event of more than one Insured Person being injured in one event.

**SECTION 9 – SADDLERY & TACK**  
(Underwritten by Allianz Insurance plc)

**Section Definition**

**Saddlery & Tack**

means saddles, bridles, harness, numnahs, lead reins, halters, head collars, rugs, blankets and other horse clothing, grooming kits and clippers belonging to you and your family but shall not mean personal clothing, personal effects and accessories for the rider.

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**Reinstatement (New for Old) Cover**

In the event of damage or theft of Saddlery & Tack during the period of insurance we will pay you the amount of such damage or at our option replace or repair such damage. Our total payment for Saddlery & Tack will not exceed the Saddlery & Tack sum insured specified in the schedule.

The most we will pay for any single article is £400 unless specified in the Schedule. A harness (whether single, pairs, tandem or team) is deemed to be a single article.

**Indemnity Cover**

In the event of damage or theft of Saddlery & Tack during the period of insurance we will pay you :

- its value after making an appropriate deduction for wear, tear and depreciation,
- or the cost of repairs

Whichever is the lower.

Our total payment for Saddlery & Tack will not exceed the Saddlery & Tack sum insured specified in the schedule.

The most we will pay for any single article is £250 unless specified in the Schedule. A harness (whether single, pairs, tandem or team) is deemed to be a single article.

**Exclusions**

We will not pay for:

- a) Damage caused by or consequent upon vermin, wear, tear, the actual process of cleaning, repair or renovation or gradual deterioration, atmospheric or weather conditions;
- b) In respect of each and every claim the appropriate amount specified in the Schedule as the Excess for :
  - Event A - theft of Saddlery & Tack from an unattended vehicle, or
  - Event B -any other damage or theft
- c) Theft resulting:
  - i. from any unattended vehicle or trailer unless there is external and visible evidence of forcible or violent entry to such vehicle or trailer,
  - ii. from any building unless there is external and visible evidence of forcible or violent entry to or exit from such building,
  - iii. occasioned by or through or with the collusion of the insured, his/her Family or any employee of the Insured.
- d) Unexplained disappearance

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If any theft occurs or if damage has been caused by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. Except when actually in use or removed for the purpose of cleaning, testing, overhaul or repair all Saddlery & Tack must be kept in :-
  - a securely locked and enclosed building, or
  - a out of sight in a securely locked and enclosed motor vehicle with its keys removed, or
  - a out of sight in a securely locked and enclosed trailer with its keys removed and immobilised with a wheel-clamp or otherwise suitably immobilised as agreed with us in advance in writing
3. The most we will pay is the Sum Insured of Saddlery & Tack stated in the Schedule
4. Following the settlement of a claim at the full Sum Insured of Saddlery & Tack stated in the Schedule, cover for Saddlery/Tack shall immediately cease. The availability of and terms of any future insurance cover for replacement Saddlery/Tack will be at our discretion.

**SECTION 10 - VEHICLES & TRAILERS**  
(Underwritten by Allianz Insurance plc)

**Cover**

In the event of any Vehicle or trailer specified in the Schedule sustaining damage or theft during the period of insurance we will pay you the amount of such damage or theft or at our option replace such or repair such damage.

**Exclusions**

We will not pay for:

- a) Damage resulting from mechanical, electrical, electronic or computer failure, breakdown or breakage,
- b) Damage resulting from racing of any kind or practising thereof other than vehicles or trailers being used in conjunction with a horse specified in the schedule and within its stated class of use;
- c) Damage caused by or consequent upon vermin, wear, tear, the actual process of cleaning, repair or renovation or gradual deterioration, atmospheric or weather conditions;
- d) Theft of any accessory unless the whole of the Vehicle specified in the Schedule to which such unit, part or accessory is attached is stolen at the same time;
- e) Theft occasioned by or through or with the collusion of the insured, his/her Family or any employee of the Insured;
- f) In respect of each and every claim the amount specified in the schedule as the Excess for:-
  - Event C - Vehicles - damage occurring whilst a vehicle is being used for or practising for cross country type marathon driving
  - Trailers - theft
  - Event D - Vehicles - any other damage or theft
  - Trailers - any other damage
- g) Damage to any tyres caused by a puncture, cuts or bursts, however caused.
- h) The cost of recovery of a vehicle or trailer
- i) the cost of storage of a vehicle or trailer

**Special Conditions**

If you do not comply with a Special Condition, any claim relating to it will be refused.

1. If any theft occurs or if damage has been caused by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
2. Except when actually in use or undergoing any process of cleaning, testing, overhaul or repair, all trailers must be wheelclamped, or kept in a securely locked and enclosed building or otherwise suitably immobilised as agreed by us in advance in writing.
3. Except when actually in use or undergoing any process of cleaning, testing, overhaul or repair, all vehicles with a sum insured exceeding £2,500 must be wheelclamped, or kept in a securely locked and enclosed building, or otherwise suitably immobilised as agreed by us in advance in writing.
4. The most we will pay is the Sum Insured of the Trailer or Vehicle stated in the Schedule
5. Following the settlement of a total loss Vehicle or Trailer claim, cover for that Vehicle or Trailer shall immediately cease. The availability of and terms of any future insurance cover for a replacement Vehicle or Trailer will be at our discretion.

**SPECIAL EXTENSIONS/ENDORSEMENTS**

Each endorsement shown below is operative only if the number set against it appears in the relevant place in your personalised Schedule and (except in so far as the endorsement wording overrides the Policy wording) is subject to the terms of the Policy

**H1 - GA Risk**

Death of Horse from Castration, Elective Surgery or General Anaesthetic Notwithstanding exclusion (c) of Section 1/1A (Death of Horse/Accident Only Death of Horse) your Policy is extended to include death as a result of the surgical operation, general anaesthetic or castration when carried out on a horse specified in the Schedule by a qualified veterinary surgeon.

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## H2 - Death of Foal

### Definition

#### Still Born Foal

A Still Born Foal is one which is born fully developed after a minimum of 300 days of pregnancy which after complete expulsion has not breathed.

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### Cover

Section 1 (Death of Horse) is extended to provide a payment in respect of

- a Still Born Foal, or
- the death of a foal occurring within 30 days of its birth, or
- the loss of a foal consequent upon the death of the mare prior to foaling

### Provided that

- the amount payable for the foal shall be the sum insured stated in the Schedule
- death shall mean death as a result of accidental injury, illness or disease
- payment for any claim in respect of multiple births shall be made only when all foals have died and the death shall be regarded as the death of one foal
- for the purpose of a claim the existence of a foal or unborn foal shall be confirmed in writing by the Insured's veterinary surgeon.

### Exclusion

Death resulting from any congenital, hereditary condition or foetal deformity

### GENERAL EXCLUSIONS (applicable to all sections of this policy)

This Policy does not cover the following:-

- A) This insurance does not cover Loss or Damage directly or indirectly occasioned by, happening through or in a consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- B) 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.
- C) 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.
- D) This insurance 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 or the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be on the Insured.
- E) Any consequence of riot, strike or civil commotion in Northern Ireland
- F) Damage to any property or any loss or expense resulting or arising from any loss or expense resulting or arising from any legal liability directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. the radioactivity toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- G) Damage to any property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- H) Injury, illness, disease, damage or Liability sustained, contracted or incurred whilst any insured horse is
  - i. being used for purposes other than within the Class of Use stated in the Schedule without our prior written agreement
  - ii. outside the Territorial Limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- I) Any illegal activity
- J) Any pre-existing condition

## GENERAL CONDITIONS

General Conditions apply to all sections of this policy and must be complied with. If a General Condition is not complied with, then we will not pay your claim.

### Reasonable Precautions

You must take all reasonable precautions for the safety of any insured horse and insured property to prevent injury, illness, disease, theft or damage. This includes but is not limited to undertaking all routine preventative measures as recommended by your veterinary surgeon.

In the event of a disagreement between you and us regarding whether precautions taken are reasonable or not, then a deciding opinion will be sought from an independent third party – for example a Vet. The independent third party must be mutually agreed by you and us, and their decision will be binding on both you and us.

### Claims Procedure and Requirements

Upon the happening of any event that might result in a claim being made

1. you or your representative must contact us as soon as possible with full details. You shall also confirm details of the claim to us in writing as soon as it is practicable with such detailed particulars and proofs as may be required together with details of any other insurance/s covering the same risk.
2. immediate action must be taken to minimise any theft or damage and to prevent further theft or damage, accidental injury, illness or disease.
3. all necessary proofs, information, explanations and veterinary reports and other evidence as may reasonably be required by us, will be provided by you at your own expense.
4. If any theft occurs or if damage has been caused by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.

### Claims Control

1. we shall have the right of sole control of all claims procedures and settlement.
2. we shall have the right to appoint our own veterinary surgeon
3. if any difference of opinion should arise between the veterinary surgeons acting for you and the veterinary surgeons acting for us then this will be resolved by an independent veterinary expert who will be jointly appointed by you and us and his fee shall be borne equally between you and us and his opinion shall be final and binding
4. no admission, offer or promise of payment or indemnity must be made or given by you or on your behalf without our prior written consent.
5. In the handling of your claim, we shall be entitled to take over and conduct in your name (but at our expense) the defence of any claim or to prosecute any claim in your name for our own benefit in recovering amounts to which we shall be or would become entitled to
6. You must give all such assistance that we may require in pursuing our rights of recovery against other parties.

### Claims Settlements

The most we will pay in respect of any section specified in the Schedule including any additional costs and expenses payable in connection with that section shall not exceed the sum insured set against such section.

## CANCELLATION CONDITIONS (applicable to all sections of this policy)

### Cancellation by us – Non-Payment of agreed instalments

If you default under any instalment or credit agreement to pay the premium the policy will be cancelled by us from the date of default.

### Cancellation by us - other

In the event of you or anyone acting on your behalf committing one of the following:-

- Fraud - In the event of any claim being in any respect fraudulent or if any fraudulent means or devices are used by you
- Neglect – In the event of your vet confirming that you have neglected your horse
- Crime - being Convicted of a crime, other than motoring offences

we will not pay a claim and will cancel this Policy by sending you 7 days notice by Recorded Delivery letter to your last known address. You will then, subject to no claims having been paid be entitled to a refund of premium in proportion to the unexpired period of the policy.



### Cancellation by you – within the first 14 days

If after receiving your certificate of insurance and full policy terms and conditions you are not happy, you have 14 days during which you can cancel the policy and receive a full refund of your premium, subject to no claims having occurred.

### Cancellation by you – from the 15th day onwards

You may cancel this policy after the first 14 days. You will then, subject to no claims having occurred, be entitled to a refund of premium in proportion to the unexpired period of the policy, subject to us retaining a minimum premium of £50.00.

## OTHER INSURANCES (not applicable to section 8 - Personal Accident)

In the event of a claim arising, you may have other insurances that will contribute towards the loss.

### Section 4 - Public Liability

(Underwritten by Pen Underwriting Limited on behalf of Insurers specified herein - see page 19)

Cover under this section is not applicable where the claim is covered under any other policy, unless the cover provided by that policy or policies has been exhausted.

### Sections 1, 1a, 2, 3, 5, 5a, 6, 6a, 7, 9 and 10

(Underwritten by Allianz Insurance plc)

If, at the time that any claim arises under this policy, there is any other insurance in force covering the same loss, we will not pay more than our share of the claim.

## LAW APPLICABLE TO CONTRACT

You have the right to choose which Law will apply to this insurance. Unless otherwise agreed in writing, the Laws of England and Wales

## ENGLISH LANGUAGE CLAUSE

Unless we agree otherwise the language of the policy and all communications relating to it will be in English.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (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.

## DATA PROTECTION ACT 1998

We will store your details on computer to administer your policy but we will not keep them any longer than necessary. The data supplied by you will only be used for the purposes of processing your policy of insurance, including underwriting, administration and handling any claim which may arise. Your data supplied will not be passed to any parties other than those which we have mentioned below.

We may respond to enquiries from the Police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively or to protect your interests we may disclose the data you have supplied to other third parties such as solicitors, loss adjusters, vets, repairers, replacement companies and other insurance firms.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes.

Under the Data Protection Act you are entitled to a copy of all the information we hold about you and we are entitled to ask you to pay for this. If you wish to make such an inspection, you should write to The Data Administrator at Millins Chartered Insurance Brokers at 14 New Street, Mawdesley, Ormskirk, Lancashire L40 2QP

## WHO'S WHO OF THE FIRMS ASSOCIATED WITH YOUR HORSE INSURANCE

### Millins Chartered Insurance Brokers

John Millin (Southport) Ltd trades as Millins Chartered Insurance Brokers and is Registered in England No, 00849631. By the authority delegated to them by Amlin Syndicate 2001 at Lloyd's & Allianz Insurance plc, this policy is administrated by:-

Millins Chartered Insurance Brokers  
14 New Street  
Mawdesley  
Ormskirk  
Lancashire  
L40 2QP  
United Kingdom

Tel: 01704 821187  
Fax: 01704 822864  
Email: office@millins.co.uk

John Millin Southport Ltd T/A Millins Chartered Insurance Brokers and is authorised and regulated by the Financial Conduct Authority (FCA), their firm reference number is 307628. You can check the FCA register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by phoning the FCA on 0800 111 67678.

## IDENTITY OF INSURERS

### Allianz Insurance plc

Sections 1 to 3 and 5 to 10 inclusive of this policy are underwritten by Allianz Insurance plc, (Registered in England No. 84638). Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No. 121849. John Millin (Southport) Ltd is not part of the Allianz (UK) Group.

### Pen Underwriting Limited

Section 4 of this policy (Public Liability) is Underwritten by Pen Underwriting Limited on behalf of the following Insurers:-

#### Royal & SunAlliance Insurance plc.

Royal & SunAlliance Insurance plc (No. 93792) is registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

#### AIG Europe Limited

AIG Europe Limited is registered in England: company number 1486260. Registered Address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB

#### Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No. 613259. Registered Office: Norman Place, Reading RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Financial Services Compensation Scheme:

- If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)
- If Pen Underwriting Limited on behalf of the above specified Insurers is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)
- If Millins Chartered Insurance Brokers is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning the FSCS on 0800 678 1100

## COMPLAINTS PROCEDURE

### SALES COMPLAINTS

#### Millins Chartered Insurance Brokers

It is always our intention to provide you with a first class service. However, should you have any concern or cause for complaint then we would ask you to initially advise verbally as most issues can easily be resolved quite quickly.

Our Complaints Contacts are:

Mrs Wendy Cook  
Mr Andy Smith

Email: wendy@millins.co.uk  
Email: andy@millins.co.uk

Millins Chartered Insurance Brokers  
14 New Street  
Mawdesley  
Ormskirk  
Lancashire  
L40 2QP

Tel: +44 (0) 1704 821187  
Fax: +44 (0) 1704 822864

If we can not immediately resolve the issue, then we may ask you write to us. Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall, Docklands,  
London,  
E14 9SR.  
Tel: 0845 080 1800

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

### NON-SALES COMPLAINTS

(Sections 1 to 3 and 5 to 10 inclusive, excluding Section 4 Public Liability)

#### Allianz Insurance plc

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away. If we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service. If you have a complaint, please contact our Customer Satisfaction Manager at:

Allianz Insurance plc, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX  
Telephone 0345 026 1985  
Email ahd.csm@allianz.co.uk

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone 0800 0234567 or 0300 1239123  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote our e-mail address: [ahd.csm@allianz.co.uk](mailto:ahd.csm@allianz.co.uk) Alternatively, you can contact the Financial Ombudsman Service directly.

### **NON-SALES COMPLAINTS** **(Section 4 Public Liability)**

If you have a complaint which relates to either your policy or to a claim which you have submitted under your policy then please raise this is the first instance with Millins Chartered Insurance Brokers who will aim to resolve your concerns by close of the next business day. If Millins is unable to deal with your concerns the matter will be forwarded onto Pen Underwriting Limited on behalf of Insurers Specified herein (see page 19).

Whilst reviewing your complaint your insurers will:

- Acknowledge your complaint promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of the progress of your complaint
- Do everything possible to resolve your complaint

Your insurers are obliged to provide you with a written offer of resolution within 8 weeks of the date your complaint was received.

If you are unhappy with the final decision made by your insurers, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall, Docklands,  
London,  
E14 9SR

Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from your insurer to refer your complaint/s to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.



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