

AIUA



Equi Policy

Horse Insurance





Horse Insurance

Introduction

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

THE INFORMATION WHICH THE POLICYHOLDER HAS PROVIDED TO THE INSURERS HAS BEEN TAKEN INTO ACCOUNT IN THEIR ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THIS INFORMATION NEED TO BE NOTIFIED TO THE INSURERS AS SOON AS POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY.

Your policy is a contract between **Us**, as **The Insurers** and **You**, as **The Policyholder**.

In return for **You** having paid the premium, **We** provide the insurance described in this Policy, subject to the terms and conditions for the **Period of Insurance** shown in the Schedule and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

Your Proposal, **Your** Policy Schedule, **Your** Policy, any Exclusions or Endorsements (including any Schedule issued in substitution) shall be considered as one legal document. It is important that **You** read all **Your** documents carefully and let **Your Insurance Advisor** know immediately if the insurance does not meet **Your** requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the Terms and Conditions of the policy, or a refusal to provide cover.

AIUA

The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE.

T: 0344 346 0411 Email: reception@aiua.co.uk www.aiua.co.uk

AIUA is a trading name of Geo Underwriting Services Ltd, Registered in England No. 4070987. Registered Address: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.

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SCHEDULE OF INSURERS

SECTION(S)	INSURER(S)	PROPORTION
1 - 11	AXA Insurance UK plc	100%

AXA Insurance UK plc is registered in England and Wales No 78950. Registered Office: 20 Gracechurch Street, London, EC3V 0BG. A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Details about the extent of regulation is available upon request or can be checked on the FCA's register by visiting their website www.fca.gov.uk/register.

ARRANGED BY:

AIUA

The Hamlet
Hornbeam Park
Harrogate
North Yorkshire
HG2 8RE
T: 0344 346 0411

AIUA is authorised and regulated by the Financial Conduct 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 which starts from either the day of purchase of the contract or the day in which **You** receive **Your** Policy documentation, whichever is the latter.

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 14 days or by **Us** at any time please refer to the General Conditions within the Policy wording.

COMPLAINTS PROCEDURE

What to do if you have a complaint

We aim to provide a high standard of service to all our customers at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters promptly.

How to make a complaint

If you need to make a complaint you can contact us in one of the following ways:

- By telephone: 01423 795100 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing: AIUA, The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE.
- By e-mail: reception@aiua.co.uk

Where possible please include the following details:

- Your full name and address
- Full details of your complaint
- Your Policy Number(s)
- Details of what you would like us to do to put things right
- Photocopies of any relevant paperwork
- Daytime contact telephone number

What will happen if you make a complaint?

If we can't resolve your complaint immediately we will write to you within 5 days. We'll let you know the name and contact details of the person or specialised team dealing with your complaint and when you can expect a response.

The Financial Conduct Authority (FCA) allows us 8 weeks to provide a written response to your complaint but we will aim to get it resolved before this.

Once all details of your complaint have been investigated, (we may contact you for further details) we will send you a 'final response' to your complaint.

What if you're not happy with our response?

Once we've sent you our Final Response, or if we haven't been able to resolve your complaint after 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service if you are eligible.

Further details of FOS can be obtained from www.financial-ombudsman.org.uk

THE FINANCIAL SERVICES COMPENSATION SCHEME

As **The Insurers** of this policy, **We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.

FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

AIUA (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites). Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten. We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with. Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

HOW TO CLAIM

To make a claim please contact **Your Insurance Adviser** immediately or in case of an emergency out of office hours please contact 0330 123 0288. This number is charged at local rates.

When making a claim **You** will be required to have **Your** policy number available.

GUIDANCE WHEN MAKING A CLAIM

Claim Notification

Conditions that apply to the Policy and in the event of a claim are set out in this Policy Wording. 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 this Policy Wording.

Claims Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** require concerning the cause and value of any claim at **Your Own** expense.

We would expect **You** to provide the following, as part of the initial notification:

- **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, damage, **Accidental Injury, Accidental External Injury, Illness or Disease**
- 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 or appoint independent specialists, such as but not limited to, Loss Adjusters.

WORDS WITH SPECIAL MEANINGS

This part of the Policy Wording sets out the words which have special meaning. Each word is listed together with its meaning and applies throughout the Policy Wording.

The Insurers/Us/We/Our	AXA Insurance UK plc for Sections 1 to 11.
The Insured/The Policyholder	The person or persons named in the Schedule.
You/Your/Own/Yourself	The Insured or anyone who has The Insured's permission to ride or handle The Insured's Horse .
Insurance Adviser	The insurance broker, intermediary or personal advisors through which The Policyholder places his or her business.
Accidental External Injury	Accidental external bodily injury, physical external damage or external trauma to a Horse arising from a sudden accidental, unexpected, fortuitous specific event that occurs at an identifiable time and place and results in a visible external wound only or diagnosed bone fracture. It cannot be caused by an Illness or Disease .
Accidental Injury	Accidental bodily injury, physical damage or trauma to a Horse arising from a sudden accidental, unexpected, fortuitous specific event that occurs at an identifiable time and place and is not caused by an Illness or Disease .
AIUA	AIUA, The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE.
Alternative Treatment	Any consultation, examination, advice, and legally prescribed medication for the following procedures where they treat an Accidental Injury, Accidental External Injury, Illness or Disease following a referral by Your Veterinary Surgeon : <ol style="list-style-type: none">Acupuncture, Chiropractic manipulation, homeopathy, osteopathy or physiotherapy. The Alternative Treatment must be carried out either by a Veterinary Surgeon or a therapist who holds a UK recognised qualification in the subject they are providing the Alternative Treatment for.Remedial, therapeutic and/or surgical farriery carried out by a Farrier registered with the Farriers Registration Council (FRC).Hydrotherapy carried out either by a Veterinary Surgeon or by a therapist who holds a UK recognised qualification in the subject they are providing the Alternative Treatment.
Excess	The amount payable by The Insured in the event of each and every loss after the application of average.
Geographical Limits	United Kingdom including the Isle of Man and the Channel Islands including transit between these places.
Horse/Horses	The horse, pony or donkey specified in the Schedule as being Insured by this Policy.

Illness/Disease	Physical disease, sickness, infection, failure, symptom or clinical sign that changes Your Horse's normal healthy physical state and is not caused by an Accidental Injury or an Accidental External Injury .
Injury	Bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment, under Section 3.
Market Value	<p>The cost of replacing:</p> <ul style="list-style-type: none"> • a horse that is the same age, breed, bloodline, sex, temperament and ability as Your Horse, just before the Accidental Injury/Accidental External Injury happened or the Illness/Disease was diagnosed, first showed the clinical signs, sustained or contracted <p>Or</p> <ul style="list-style-type: none"> • a Horse Trailer or Horse Drawn Vehicle that is the same type, brand, age and condition, just before the theft or damage occurred. <p>But does not exceed the Sum Insured shown on the Policy Schedule.</p>
Period of Insurance	The duration of the policy as shown in the Policy Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.
Riding Establishment	Any business, organisation, charity, school or university that hires out or uses horses, ponies and donkey's for riding or training purposes. These are establishments such as, but not limited to, riding schools, horse and pony trekking yards, agricultural or equine or animal or veterinary Schools/Colleges/Universities and therapy/rehabilitation centres.
Statement of Fact	The document setting out information provided by You or Your Insurance Advisor as being relevant to the cover applied for and assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.
Treatment	Any consultation, examination, advice, tests, medication, surgery or nursing care provided by a qualified practitioner that has been recommended by Your Veterinary Surgeon to treat Your Horse following an Accidental Injury, Accidental External Injury, Illness or Disease .
Veterinary Surgeon/Vet	A professional who is registered with the 'Royal College of Veterinary Surgeons' and holds a valid and active veterinary licence.

CLASS OF USE

It is a condition precedent to liability that the purposes for which **Your Horse** is kept and for which it is insured are as stated in the Proposal Form or confirmed by the **Statement of Fact** and the Policy Schedule.

Use A At Grass, Retired, Hacking, Flatwork and Groundwork, Dressage up to and including Elementary, Jump Schooling up to and including 1 metre, Backing and Breaking in, Mounted Games, Trec, Brood Mares, Stallions at Stud, Showjumping up to and including 1 metre, Hunter Trials up to and including 1 metre, Driving (excluding cross country, scurrying and trials), Showing in Hand or under Saddle (including Working Hunter classes), Pleasure Rides up to and including 15 miles (25km), Western Pleasure Riding (including reining and cutting), Eventing up to and including 1 metre, Combined Training up to and including 1 metre, Endurance Riding up to and including 25 miles (40 km), Liberty Riding, Jump Cross up to and including 1 metre, Cross Country up to and including 1 metre, Foals over 30 days, Vaulting and Heavy Horses.

Use B As Use A with the addition of Hunting, Dressage – Medium and Advanced, Showjumping from 1.05 metre and above, Cross Country from 1.05 metre and above, Jump Schooling from 1.05 metre and above, Jump Cross from 1.05 metre and above, Pleasure Rides up to and including 25 miles (40 km), Hunter Trials from 1.05 metre and above, Eventing up to and including Intermediate, Combined Training from 1.05 metre and above, Endurance Riding up to and including 65 miles (100km), Driving (including Cross Country and Trials), Shetland Racing, Western Riding (including barrel racing) and Team Chasing – Novice and Intermediate.

Use C As Use A & B plus Point to Point excluding National Hunt, Team Chasing - Advanced, Polo, Polocrosse, Horseball, Dressage – Prix St George and above, Tent Pegging, Endurance Riding above 65 miles, Advanced Eventing and Any Discipline under FEI Rules and Regulations.

*Please note, this is not an exhaustive list. If **You** are using **Your Horse** for any activity that is not listed above, **We** must be notified, please contact **Your Insurance Advisor**, to see if cover can be agreed by **Us** and noted on **Your Policy Schedule**.*

1 GENERAL EXCLUSIONS

This policy does not provide cover for

- a) Any **Accidental Injury, Accidental External Injury, Illness or Disease** that has
 - (i) happened before inception of the Policy or the date from when **Your Horse** has been added to **Your Policy** after the inception or renewal date
 - (ii) shown the same symptoms, clinical signs or diagnosis before inception of the Policy, regardless of whether **Your Veterinary Surgeon** confirms the past and current symptoms or clinical signs are not linked
 - (iii) the same diagnosis which presents in the same or different part of the body regardless of whether **Your Veterinary Surgeon** confirms the past and current **Accidental Injury, Accidental External Injury, Illness or Disease** are not linked
- b) Any **Accidental Injury, Illness or Disease** that has happened within the first 14 days **Your Horse's** first **Period of Insurance** or from when **Your Horse** is first added to the Policy after the inception or renewal date or from when **You** add a new section of cover to **Your Horse's** Policy, unless the loss relates to an **Accidental External Injury** only.
- c) The **Excess** or amount stated as 'Not Covered' shown under each Section of the Policy or as endorsed on **Your** Policy Schedule.
- d) Any losses that are a result of **Your Horse** having a behavioural problem. If **Your Vet** can confirm beyond reasonable doubt that the behavioural problems **Your Horse** is displaying are linked to an **Accidental Injury, Accidental External Injury, Illness or Disease** then this exclusion will not apply.
- e) Any losses that are a direct or indirect result of **Your Horse** being used for activities that are not included within the Class of Use shown on **Your** Policy Schedule, under **Your Horse's** details.
- f) Any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this Policy.
- g) 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.
- h) Any claim or sum which would be payable under another insurance policy if this insurance had not been effected.
- i) Terrorism
 - 1. For England, Scotland, Wales, the Channel Island and the Isle of Man

Terrorism of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism.

However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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 in fear.

2. For Northern Ireland

- a) Terrorism regardless of any other cause or event contributing concurrently in any other sequence to the loss, and
- b) Civil commotion

For the purpose of this exclusion 'terrorism' shall mean any act including but not limiting to the use of force or violence or the threat thereof any person or group of persons whether acting alone or on behalf of or in connection with any organization(s) 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.

j) Any losses occurring outside the **Geographical Limits** unless stated in the Policy Schedule.

k) Any surcharges/credit charge as a result of a late payment

l) Any loss or incident that occurs when **Your Horse** is
(i) tethered, or
(ii) has escaped or purposefully released from a tether

On land that **Your Horse** does not have permission to graze on.

m) **Coronavirus exclusion**

In respect of all cover provided under **Your** Policy except for any cover provided under Section 3 Public Liability and notwithstanding any other provision, no cover is provided under **Your** Policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

2 GENERAL CONDITIONS

These conditions apply throughout **Your** Policy. **You** must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **We** may at our option take one or more of the following actions:

- cancel **Your** Policy
- declare **Your** Policy void (treating **Your** Policy as if it had never existed)
- change the terms of **Your** Policy, and/or premium of **Your** Policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payments.

a) It is a condition precedent to liability under this Policy that every **Horse** insured under **Your** Policy or added to it during the **Period of Insurance** is to the best of **Your** knowledge free from **Accidental Injury, Accidental External Injury, Illness, Disease** and vice at inception and/or any renewal of the Policy. If **Your Horse** is not free of any **Accidental Injury, Accidental External Injury, Illness, Disease** or vice at inception and/or any renewal of the Policy, then **We** reserve the right to place specific exclusions on **Your** Policy with effect from the correct **Period**

of Insurance and if applicable these will be noted on **Your** Policy Schedule and will be subject to the Underwriting Requirements/Guidelines that were in place at the time of the applicable **Period of Insurance**.

- b) **You** must tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown in **Your Statement of Fact**, Proposal Form, Policy Schedule or Certificate of Insurance changes during the **Period of Insurance**.

We will then tell **You** if there will be any change to **Your** insurance premium and/or any change in the terms of **Your** Policy. **You** must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

- c) **You** must at all times insure your **Horse** for its current **Market Value**. **You** should review the Sum Insured shown on **Your** Policy Schedule on a regular basis, as it is **Your** responsibility to ensure that the Sum Insured **You** have chosen and advised to **Us** is an accurate reflection of the **Horse's Market Value**. **You** should review **Your** Horse's Sum Insured at each and every renewal, and throughout each **Period of Insurance**. Settlement of a claim will be based on the Sum Insured shown on **Your** Policy Schedule or the **Market Value** immediately prior to the loss, whichever is less. **We** will not provide any refund of premium for the difference between the Sum Insured and the amount **We** pay if the **Market Value** is less than the Sum Insured.

Any disagreement between **You** and **Us** relating to **Your Horse's** current **Market Value** will be referred to an independent professional mutually agreed upon on by both parties who will act as arbitrator. Their decision shall be binding on both **Us** and **You**.

Any changes made to **Your Horse's** Sum Insured will be subject to the Underwriting Requirements/Guidelines for a horse of that **Market Value**.

- d) If at the time of loss or damage, the Sum Insured is less than 75% of the current **Market Value** shown on the Policy Schedule for **Your Horse**, **You** will be considered as being **Your Own** Insurer for the difference and shall bear a rateable share of the loss accordingly.
- e) To be able to prove any past symptoms or clinical signs are not linked to an **Accidental Injury, Accidental External Injury, Illness or Disease** that **You** want to submit a claim for, **Your Veterinary Surgeon** must provide **Us** with a veterinary diagnosis following the relevant diagnostics to be able to confirm to the best of their ability they are not linked or related to one another.
- f) **You** must take all reasonable precautions to ensure the safety of the property insured and to prevent **Accidental Injury, Accidental External Injury, Illness and Disease**, theft, loss or damage to **Your Horse** that is specified on the Policy Schedule.
- g) **You** must arrange and pay for all costs relating to
- (i) annual dental examinations carried out by a **Veterinary Surgeon** or a qualified equine dentist registered to the British Association of Equine Dental Technicians
 - (ii) vaccinations against tetanus and equine influenza carried out by a **Veterinary Surgeon**, unless **You** have been advised not to by **Your Veterinary Surgeon**
 - (iii) a veterinary recommended worming programme or an equivalent worming programme, and also keep a record of the dates **Your Horse** was tested along with details of the worm egg count results
 - (iiii) regular foot care carried out by Farrier registered with the Farrier Registration Council

If not, the policy will not cover any costs that result from **You** not following any of the above.

- h) **You** must adhere with the Department of the Environment, Food and Rural Affairs (DEFRA) Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids.

- i) **We** may refer **Your Horse's** case history to an independent **Veterinary Surgeon** that **We** choose for a second opinion, to assist **Us** with any query **We** have regarding **Your Horse** and take a course of action as a result of their advices.
- j) **Your Horse** must only be used for the activities shown on **Your Policy Schedule**, under **Your Horse's** details and it's stated Class of Use.
- k) **You** must take all reasonable precautions to ensure anyone riding or handling **Your Horse** has the experience to do so. They must only use **Your Horse** for the activities listed on **Your Policy Schedule**.
- l) **We** may cancel this **Policy** by sending thirty days' notice by Recorded Delivery to the **You** last known address and **We** will return to **You** the proportionate part of the premium for the unexpired **Period of Insurance** subject to no claims being submitted for that period.
- m) In the event of cancellation of cover by **You** (provided no claim has arisen been notified or paid on the policy in the **Period of Insurance**) **We** will return the premium to **You** in accordance with the **Our** cancellation rates, which is a Pro-rata return of the annual premium.
- n) In the instances where **You** pay for **Your** premium in instalments and **You** fail to pay **Us** on the date due **We** may charge an administration fee for instalments rejected by **Your** bank. **We** have the right to cancel **Your Policy** for non-payment. If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full. If no claim has been made and insufficient payments have been made to cover the period for which insurance has been provided, payment for the unpaid portion of premium will remain due.
- o) If dishonesty or exaggeration is used by **You**, **Your** family or anyone acting on **Your** behalf or **Your** family to obtain:
 - a claims payment under **Your** Policy; or
 - cover for which **You** do not qualify; or
 - cover at a reduced premiumall benefits under this Policy will be lost, the Policy may be invalid, **You** may not be entitled to a refund of premium and legal action may be taken against **You**.
- p) At renewal or upon any alteration of this Policy all statements made by or on behalf of **You** and the terms of any renewal invitation issued by or on behalf of **Us** are incorporated in this Contract. In all other respects the terms of the Policy will remain and **You** accept that such terms are valid.
- q) **Our** liability shall not in any circumstances exceed the Sum Insured or Limit of Indemnity stated in the Policy Wording or the Policy Schedule.
- r) Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless both parties agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

Both parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

- s) **We** will not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the **Period of Insurance We** or **You** may cancel this Policy with immediate effect by giving written notice to the other at their last known registered address

3 CLAIMS CONDITIONS

- a) **You** must notify **Your Insurance Advisor** as soon as possible upon any accident, injury, illness, clinical sign/symptom, theft, loss or damage. In the case of theft or attempted theft vandalism or loss destruction damage or injury by malicious persons **You** must also immediately notify the Police.
- b) **AIUA** shall not be or become an Agent of the **Insurers** for any purposes of or in connection with notification.
- c) In order for any claim to be agreed it is imperative that the **Veterinary Surgeon(s)** attending to **Your Horse(s)** or the usual **Veterinary Surgeon(s)** or any previous **Veterinary Surgeon(s)** provide **Us** or **Your Insured Advisor** with the full medical history they have for **Your Horse(s)**, including but not limited to, any x-rays, vaccination records and clinical notes from any physiotherapists. This will always be at **Your** expense.
- d) The onset date of any **Accidental Injury, Accidental External Injury, Illness, Disease** or clinical sign will always be taken from the first time the **Accidental Injury, Accidental External Injury, Illness, Disease** or clinical sign first presented itself, and not when a Veterinary Surgeon first sees or treats **Your Horse**.

If **Your Horse** has shown similar clinical signs/symptoms of the **Accidental Injury, Accidental External Injury, Illness, Disease** or clinical sign before the date of the loss **You** or **Your Veterinary Surgeon** has given, **Your** claim will be back dated to the time the symptoms first appeared, unless it has been established by a **Veterinary Surgeon** that the prior clinical signs/symptoms are not directly or indirectly linked.

- e) Any disagreement between **You** and **Us** relating to the current **Market Value** of **Your Horse** or item, will be referred to an independent professional mutually agreed upon on by both parties who will act as arbitrator. Their decision shall be binding on both **Us** and **You**.
- f) No liability will be accepted under this policy unless the proper cause of **Accidental Injury, Accidental External Injury** or a specific diagnosis of **Illness** or **Disease** has been established beyond reasonable doubt by a **Veterinary Surgeon**, unless it has been agreed by **Us** before any **Treatment/Alternative Treatment** is carried out.
- g) Upon notification of a potential claim **We** require that the appropriate Claim Forms are completed and the cost of completing is **Your** responsibility. **We** cannot accept any liability for a claim where the aforementioned completed Claim Forms have not been returned to **AIUA** as soon as possible.
- h) **You** must as soon as practicable on receipt send, unanswered, to **AIUA** any written Summons, Third Party correspondence or legal process. **You** shall do this **Your Own** expense and promptly provide all information assistance and co-operation as requested by or on behalf of **Us** from time to time.
- i) 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 **You** give any information or assistance to any person claiming against him/her or disclose the existence of this insurance.

- j) **We** are entitled to take over and conduct in **Your** name any legal action and to take proceedings at their own expense and for their own benefit but in **Your** name to recover compensation from any other person. **We** shall have full discretion on the conduct of any proceedings and in the settlement of any claim.

- k) **You** shall give prompt attention to any request or provide information on **Our** behalf 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 **You**, **We** will be under no obligation to indemnify **You** under this policy.

- l) **You** must at **Your Own** expense in the event of an **Accidental Injury, Accidental External Injury, Illness, Disease** or clinical sign/symptom of **Your Horse**, as soon as reasonably practical, provide for the attendance and **Treatment** of a **Veterinary Surgeon** allowing removal for **Treatment** if deemed advisable by **Us** and those advising **You**.

- m) **You** must, at **Your Own** expense, in the event of death of **Your Horse** provide a Post Mortem report carried out by a **Veterinary Surgeon** to certify the cause of death, unless **We** give express permission to the contrary.

- n) All losses under Section 1, 2, 6, 7, 9, 10 and 11 must be supported by a purchase receipt showing the date, price paid, details of the **Horse** or item and name and address of vendor.

- o) If **You** are a **Veterinary Surgeon** and **You** carry out **Treatment/Alternative Treatment** on **Your Horse**, **We** will require all full medical histories, invoices and claim forms to be counter signed by another **Veterinary Surgeon** from the same practice.

- p) **You** must tell **Us** the name and address of the other insurance company and **Your** policy number with them when a claim or sum is payable under another insurance policy if this insurance had not been effected.

Section 1 DEATH OF THE HORSE

This part of the Policy Wording sets out the cover **We** provide for the **Horse** subject to the Sum Insured shown in the Policy Schedule or the **Market Value**, whichever is less.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If Your Horse sustains an Accidental Injury, Accidental External Injury or incurs an Illness or Disease during the Period of Insurance, a claim under this Section will be met provided the Horse dies within 12 months of the onset date of the Accidental Injury, Accidental External Injury, Illness or Disease and the Horse's condition must meet the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy.</p> <p>We will pay You</p> <p>a) Up to the Market Value or the Sum Insured, whichever is less, in the event of the death of the Horse described on the Policy Schedule during any Period of Insurance resulting from Accidental Injury, Accidental External Injury, Illness or Disease. It must be sustained or contracted during the Period of Insurance, and the Horse's condition meets the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy.</p> <p>b) Disposal and Euthanasia Costs to the maximum amount of £150</p> <p>EXTENSION</p> <p>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.</p>	<ul style="list-style-type: none"> • Disposal and Euthanasia Costs if the Horse's condition does not meet the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy. • Any loss arising out of Illness, Accidental Injury or Disease sustained by the Horse in the first 14 days from inception or addition to cover unless the loss is caused by an Accidental External Injury. • Destruction under the order of any government, local authority or other body having jurisdiction. • Any costs incurred after 12 months from the onset date of the Accidental Injury, Accidental External Injury, Illness or Disease. • Melanomas, cancerous tumours or growths on any Horse described or defined as grey in colour in any form, aged 12 years and over. • Death as a result of undergoing a surgical operation or general anaesthetic unless prior consent for such Treatment has been given by Us or is conducted by a Veterinary Surgeon in an immediate attempt to save the life of the Horse. • Any loss that arises from the Horse being unfit or incapable of fulfilling the purpose for which it is kept. • Destruction of the Horse as a result of economic expediency. • Any loss that arises from the Horse being in foal and the Horse has never been in foal or had a successful foaling before the current loss • Malicious or wilful injury caused by any of Your family or household or any of Your employees or other persons who have care custody or control of the insured Horse. • Destruction of the Horse as a result of behavioural problems. • 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.

CONDITIONS

1. If destruction without consent is carried out, a **Veterinary Surgeon** who has attended the **Horse** must provide a certificate to confirm that the **Horse's** condition meets the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy.

The guidelines state that 'an affected horse' needs to meet the following requirements:

"That the insured horse sustains and injury or manifests an illness or disease that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options for treatment are available to that horse at that time."

"If immediate destruction cannot be justified then the attending veterinary surgeon should provide effective first aid treatment before:

- i. requesting that the insurance company be contacted or, failing that
- ii. arranging for a second opinion from another veterinary surgeon

For an insurer to consider a death claim there must be no treatment options available and this is irrespective of other considerations such as the horse's age, temperament or ability to perform in a particular discipline."

Section 2 THEFT OR STRAYING

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay You the Market Value or the Sum Insured, whichever is the less, if any Horse described in the Policy Schedule is lost by theft or straying during the Period of Insurance and is not recovered within 60 days of such a loss.</p> <p>EXTENSION</p> <p>We will also pay up to £200 per occurrence to cover the cost of advertising for lost or strayed Horse(s) and the payment of a reward which leads to recovery.</p>	<ul style="list-style-type: none">• Theft or Straying as a result of a wilful negligent act or omission of a relation, family member, agent, employee, licensee, paying guest or other person in contractual relationship with You.• Loss by voluntary parting with title or possession of the Horse by You regardless of whether or not induced by any fraudulent scheme, trick, device or false pretence.

Section 3 PUBLIC LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will indemnify You against liability at law for damages and claimant’s costs and expenses following accidental</p> <p>a) Injury of any person b) loss, destruction or damage to material property</p> <p>which occurs and is evident during the Period of Insurance and is caused by or arises in connection with</p> <p>i. any Horse described in the Policy Schedule. ii. any Horse Trailer and Horse Drawn Vehicle described in the Policy Schedule under Section 11 owned by You and is insured by this Policy whilst drawn by any Horse described in the Policy Schedule.</p> <p>In addition We will indemnify any person as though they were The Policyholder, who with Your permission is riding or has custody or control of any Horse described in the Policy Schedule or any Horse Trailer or Horse Drawn Vehicle owned and insured by You being drawn by the Horse described in the Policy Schedule.</p> <p>Provided that such a person</p> <p>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.</p> <p>LIMIT OF AMOUNT PAYABLE</p> <p>The amount payable under this section for all events happening during any one Period of Insurance shall not exceed £2,000,000.</p> <p>We may at any time pay any claim up to and including the limit of indemnity of £2,000,000, after deduction of all sums already paid. Such payment will release Us from all further liability connected with such claim.</p>	<ul style="list-style-type: none"> • Excess £250 in respect of each and every property damage claim • Death or bodily injury, illness or disease sustained by a relation, family member, agent, employee, licensee, paying guest or other person in contractual relationship with You. • Death, bodily injury, illness or disease sustained by a person under a contract for services or contract of service or apprenticeship with You arising out of or in the course of such contract of service or apprenticeship. • Loss or damage to property belonging to or in the custody or control of You. • The use or loan or hiring out of Your Horse to a Riding Establishment • Any loss arising out of Your Horse being used by any Riding Establishment. • The use or loan or hiring out of Your Horse, Horse Trailer or Horse Drawn Vehicle in connection with public rides/displays at fetes or allowing its use for pony or horse rides, carriage rides or any other business activities where You receive monies for the use of Your Horse, Horse Trailer or Horse Drawn Vehicle. • Damage to fences or growing crops caused by any Horse while being ridden, driven or led. • Any loss related to Your trade, business or profession. • Any liability arising from the serving or attempting to serve a mare by a stallion. • Any liability arising under an agreement unless liability would have existed in the absence of such agreement. • Horse trailers whilst attached to any motor vehicle. • Legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, 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. • The costs of solicitors or counsel incurred in defence of proceedings conducted under the arbitration jurisdiction of the County Court.

Section 4 PERSONAL ACCIDENT AND DENTAL TREATMENT

WHAT IS COVERED	WHAT IS NOT COVERED										
<p>We will pay the Benefits below if at any time during the Period of Insurance, You or any person riding or handling Your Horse with Your permission and are not being paid to do so, shall sustain 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.</p> <p>BENEFITS</p> <table border="0"> <tr> <td>1. Death</td> <td>£20,000</td> </tr> <tr> <td>2. Loss of two or more Limbs or Loss of Sight of one or both Eyes</td> <td>£20,000</td> </tr> <tr> <td>3. Loss of one Limb or Eye</td> <td>£20,000</td> </tr> <tr> <td>4. Permanent Total Disablement other than by Loss of Limb or Sight from gainful employment of any and every kind</td> <td>£20,000</td> </tr> <tr> <td>5. Dental Treatment up to</td> <td>£1,000</td> </tr> </table> <p>MINORS</p> <p>If You are under the age of 16 years at the time of the injury Benefit 1, 2, 3 and 4 will be limited to £10,000.</p>	1. Death	£20,000	2. Loss of two or more Limbs or Loss of Sight of one or both Eyes	£20,000	3. Loss of one Limb or Eye	£20,000	4. Permanent Total Disablement other than by Loss of Limb or Sight from gainful employment of any and every kind	£20,000	5. Dental Treatment up to	£1,000	<ul style="list-style-type: none"> • Excess £100 in respect of each and every claim for Dental Treatment. • Benefits 1-5 if You have reached Your 65th birthday at the renewal of this insurance or are less than 5 years old. • Death or disablement directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by Injury covered hereunder) or suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or Your Own criminal act. • The use or loan or hiring out of Your Horse where You receive monies for the use of Your Horse. • Death or disablement which is the result of or is contributed to by You: <ul style="list-style-type: none"> i. having taken a drug or the consumption of alcohol unless it is taken on proper medical advice and is not for the treatment of drug or alcohol addiction, or ii. having a physical or mental defect of any sort which was known to You when the Policy was issued or at renewal. • Death or disablement which is contributed to by Your pregnancy (including childbirth). • Any claims arising out of the Horse being kept or used by a Riding Establishment. • The use or loan or hiring out of Your Horse to a Riding Establishment • The use or loan of the Horse in connection with connection with public rides/displays at fetes or allowing its use for pony or horse rides, carriage rides or any other business activities • 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.
1. Death	£20,000										
2. Loss of two or more Limbs or Loss of Sight of one or both Eyes	£20,000										
3. Loss of one Limb or Eye	£20,000										
4. Permanent Total Disablement other than by Loss of Limb or Sight from gainful employment of any and every kind	£20,000										
5. Dental Treatment up to	£1,000										
<p>CONDITIONS</p> <ol style="list-style-type: none"> 1. We will not pay more than 100% of the Sum Insured in respect of any one insured persons in connection with the same accident. 2. Any Disablement under Benefits 2 to 4 must be proved to Our reasonable satisfaction that it is permanent and without expectation of recovery before We will pay the benefit. 3. Total Disablement shall have lasted for 52 weeks and have been proved to the satisfaction of The Insurer to be permanent and without expectation of recovery before Benefit 4 becomes payable. 											

4. If a Death Benefit is included but the amount payable thereunder is less than the amount for Loss of Limb or Sight **We** will not pay more than the amount for Death until at least thirteen weeks have elapsed from the date of the accident and **The Insurer** will only then pay the balance if the Death Benefit has not in the meantime become payable as a result of the accident.
5. No sum payable shall carry interest.
6. No Benefit shall be payable due solely to inability to take part in sports or pastimes.
7. It is a condition precedent to liability under this Section that the suitable protective headgear worn by **You** meets the most current British Standard Institute (BSI) regulations. It must be worn at all times by **You** or the Insured Person whilst on horseback for a claim under this Section to be met. A back protector which meets BSI regulations must be worn whilst participating in Point to Point, Cross Country Sections, Hunter Trials and Team Chasing.
8. 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.
9. On the happening of an accident giving rise to a claim under any of Benefits 1 to 4 this Policy shall thereafter cease to apply to **You** or that Insured person.

WORDS WITH SPECIAL MEANINGS

The following words have a special meaning under this section. Each word is listed together with its meaning.

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 metacarpophalangeal 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 **You** or 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 **You** or the Insured Person should see at 60 feet)

Permanent Total Disablement 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 **You** or the Insured Person as a result of an injury.

Section 5 VETERINARY SURGEONS FEES

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay the reasonable charges of a Veterinary Surgeon in respect of Treatment administered by a Veterinary Surgeon following an Accidental Injury, Accidental External Injury, Illness or Disease sustained or contracted during this Period of Insurance for up to 12 months from the onset date of the condition or injury.</p> <p>The maximum payable will not exceed:</p> <p>Cover I £3,000 per Period of Insurance</p> <p>Cover II £5,000 per incident (Maximum payable for all incidents occurring in any one Period of Insurance £10,000)</p> <p>Cover III £5,000 per incident (Maximum payable for all incidents occurring in any one Period of Insurance £10,000)</p> <p>The Cover includes:</p> <p>(a) Alternative Treatment to the maximum value of £1,000 (incorporated within the cover selected above) and is recommended by a Veterinary Surgeon.</p> <p>(b) Transportation costs to and from a Veterinary Surgery, College or Hospital up to a maximum of £250 incorporated within the cover selected</p> <p>(c) Livery charges at a Veterinary Surgery, College or Hospital up a maximum of £250 incorporated within the cover selected.</p>	<ul style="list-style-type: none"> • Excess Cover I £185 in respect of each and every claim. • Excess Cover II £210 in respect of each and every claim. • Excess Cover III £500 in respect of each and every claim. • Any Accidental Injury, Illness or Disease that has happened within the first 14 days Your Horse's first Period of Insurance or from when Your Horse is first added to the Policy after the inception or renewal date, unless the loss relates to an Accidental External Injury only. • 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 Our prior written consent. • Any costs associated with the Euthanasia of Your Horse • 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 Horse's life. • Claims relating in any way to the Horse being in foal and the Horse has never been in foal or had a successful foaling before • Costs relating to wolf teeth removal, vaccinations or castrations or any other preventative Treatment • The cost of any dental treatment unless Your Horse has had a dental examination carried out by a Veterinary Surgeon or a qualified equine dentist in the 12 months prior to the onset given for the loss You are claiming for. • Dentistry work not carried out by a Dentist who is not a member of the British Association of Equine Dental Technicians • Melanomas, cancerous tumours or growths on any Horse described or defined as grey in colour in any form, aged 12 years and over. • Any costs incurred after 12 months from the onset date of the Accidental Injury, Accidental External Injury, Illness or Disease. • Where a Horse specified on the Policy Schedule is insured or the Market Value is at £2,000 or under, the maximum payable under this section will reflect the sum insured of the Horse, or the Market Value, whichever is less, per incident. • Any costs for rehabilitation that includes livery charges, riding, leading, lunging and/or the use of a horse walker.

- Any **Treatment/Alternative Treatment** incurred in respect of any **Horse** aged 16 years or over.
- Farrier costs not carried out by a Farrier registered with the Farrier Registration Council.
- The cost of any **Treatment** that relates to the **Horse's** feet if they have not been seen or tended to by a Farrier registered with the Farrier Registration Council on a regular basis that has been recommended by **Your Vet** or Farrier, prior to the onset given for the loss **You** are claiming for.
- Farrier costs not related to the affected or opposing foot.
- The cost of any medicines or materials or **Treatment** prescribed or supplied to be used after 12 months from the onset date of the **Accidental Injury, Accidental External Injury, Illness or Disease**.
- The cost of any diet food, any dietary supplement or other supplement, even if it has been prescribed by **Your Veterinary Surgeon**.
- Any costs involved in any organ transplants, including any loss or damage as a result of **Your Horse** undergoing organ transplants.
- Any costs involved in **Your Horse** under-going stem cell and/or gene therapy treatment including any loss or damage as a result of **Your Horse** undergoing such treatment
- The cost of any **Alternative Treatment** if it has not been carried out by a therapist who holds a UK recognised qualification in their subject.
- Any Livery and transportation costs that are as a result of or relate to any **Alternative Treatment**
- The cost of treatment for gastric ulcers, unless they have been diagnosed by gastroscopy
- Any costs that are as a result of buying or hiring equipment/machinery and used for preventative purposes
- Any **Treatment** or **Alternative Treatment** that **You** request to be carried out, which **Your Veterinary Surgeon** confirms is not required
- More than the maximum benefit for **Your** chosen Veterinary Surgeon Fees per **Period of Insurance**, regardless of whether the policy is renewed or not.
- Any costs for **Treatment** that relate to an **Illness or Disease** resulting from **Your Horse** being overweight, unless the weight gain is as a result of a diagnosed **Illness or Disease**

CONDITIONS

1. Referrals for specialised hospital/treatment centres must be on the recommendation of a **Veterinary Surgeon**.

2. **Alternative Treatment** that was initially recommended by **Your Veterinary Surgeon** must be re-authorized and agreed by **Your Veterinary Surgeon** at three-month intervals, from the date of the last recommendation. If **Your Veterinary Surgeon** no longer authorises the **Alternative Treatment** as part of their **Treatment** for **Your Horse** or confirms that the **Alternative Treatment** is deemed a routine or preventative procedure, the cover for the **Alternative treatment** will cease.
3. **You** are required to give **Us** initial advice when the treatment commences and to subsequently submit all dated **Veterinary Surgeons** receipts to **Us**. All receipts must include details of the **Treatment** provided. Each claim must be substantiated by a detailed account from the attending **Veterinary Surgeon** and a full medical history, from all Veterinary Practices who have treated the **Horse** during **Your** ownership, must be given.
4. If no diagnosis has been made and investigation costs are likely to exceed £1,000, **You** must refer to **Our** claims department for authorisation.
5. If **Your Vet** is unable to confirm beyond reasonable doubt that the cause is not related to a behavioural problem **We** will only pay up to £1,000 of the diagnostic costs.
6. In relation to Farrier costs a deduction of £65 for a full set of horse shoes or £35 for a pair of horse shoes will be made to reflect the cost of normal shoeing. If the **Horse** is not normally shod and is barefoot, **We** will deduct £40 for all four feet to reflect the cost of the feet being tended to.
7. Once a claim for gastric ulcers has been accepted under the Policy ongoing treatment for gastric ulcers must be reassessed by gastroscopist at three-month intervals. If, at any reassessment, the ulceration is found to have resolved, the cover for such treatment will cease.
8. If the **Horse** is investigated, diagnosed or noted to have more than one **Accidental Injury/Accidental External Injury** and they:
 - Happen at the same time, or
 - Are investigated or diagnosed or noted or are treated by **Your Veterinary Surgeon** at the same time, or
 - Are caused by, or relate to one another directly or indirectly,They will be treated as one claim and will have the same onset date from which **Your** 12 month claiming period started from.
9. If the **Horse** is investigated, diagnosed or noted to have more than one **Illness, Disease** or clinical signs of a condition and they:
 - Happen at the same time, or
 - Are investigated or diagnosed or noted or are treated by **Your Veterinary Surgeon** at the same time, or
 - Are caused by, or relate to one another directly or indirectly,They will be treated as one claim and will have the same onset date from which **Your** 12 month claiming period started from.
10. If during the **Treatment** of an **Accidental External Injury, Accidental Injury, Illness, Disease** or clinical signs of a condition it becomes apparent that there are multiple problems, then these will be treated as one claim and will have the same onset date from which **Your** 12 months claiming period started from, regardless of whether **Your Veterinary Surgeon** confirms that the **Accidental External Injury, Accidental Injury, Illness, Disease** or clinical signs of a condition are related to each other or not.
11. If **You** take **Your Horse** for a second opinion because **You** were unhappy with the diagnosis or **Treatment** provided initially by a **Veterinary Surgeon**, **You** must tell **Us** before **You** arrange an appointment with the new **Veterinary Surgeon**. If **You** do not, **We** will not pay any costs relating to the second opinion. **We** can refer **Your** request to an independent **Veterinary Surgeon** that has been mutually agreed upon by both sides who will act as arbitrator to establish if the diagnosis or **Treatment** currently being provided is correct, and if it is, **We** will not cover any of the costs relating to the second opinion. The decision shall be binding on both **Us** and **You**.

Section 6 SADDLERY AND TACK

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Theft, or accidental loss or damage during the Period of Insurance to Saddlery and Tack described in the Policy Schedule belonging to You.</p> <p>We shall only be liable for the market value of the property.</p> <p>The maximum payable will not exceed:</p> <p>Cover I £1,000 per Period of Insurance</p> <p>Cover II £2,000 per Period of Insurance</p> <p>The level of cover operative will be shown on Your Policy Schedule.</p>	<ul style="list-style-type: none"> • Excess Cover I £100 in respect of each and every claim. • Excess Cover II £150 in respect of each and every claim. • Clothing and personal effects of any description used by You or Your Horse that is not defined as Saddlery and Tack. • 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. • Theft other than from a totally enclosed and secure building the doors of which are locked by a patent five lever mortise deadlock and the windows also to be securely locked. • Harness used at any time with any horse drawn vehicle not insured by this Policy.
<p>CONDITIONS</p> <p>1. Saddlery and Tack is subject to the Condition of Average.</p>	

WORDS WITH SPECIAL MEANINGS

The following words have a special meaning under this section. Each word is listed together with its meaning.

Saddlery & Tack – 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 - Theft involving entry to or exit from a building by forcible and violent means.

Condition of Average - If the property covered by this insurance shall at the time of any loss or damage be of greater value than the sum insured **You** shall only be entitled to recover such proportion of the loss or damage as the sum insured bears to the total value of the property. The Condition of Average shall be applied before the deduction of the **Excess**.

Section 7 PERMANENT LOSS OF USE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay the You</p> <p>a) Up to the Market Value or Sum Insured, whichever is less, in the event of the Horse described on the Policy Schedule sustaining an Accidental Injury, Accidental External Injury or specifically diagnosed Illness or Disease 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.</p> <p>or</p> <p>b) Up to 60% of the Market Value or the Sum Insured, whichever is less, in the event of the Horse being incapable of participating in the activities for which it is kept but can still be ridden or used for breeding purposes.</p> <p>Provided the condition in each case is confirmed by Us and Your Veterinary Surgeon.</p> <p>Provided the Horse sustains an Accidental Injury, Accidental External Injury or incurs a specifically diagnosed Illness or Disease during the Period of Insurance, and the Treatment to the Horse is in progress at the expiry date of the Period of Insurance, cover under this section will extend up to 104 weeks from the onset date of the Accidental Injury, Accidental External Injury or the first manifestation of the Illness or Disease. This is provided that the claim is notified to Us before the renewal date and the Accidental Injury, Accidental External Injury, Illness or Disease occurred before the expiry date of the current Period of Insurance and subject to all Terms, Conditions and Exclusions.</p>	<ul style="list-style-type: none"> • Loss within the first 30 days from inception/addition of cover which is as a result of Illness, Accidental Injury or Disease sustained by the Horse, unless the loss is caused by an Accidental External Injury. • Disfigurement following Accidental Injury, Accidental External Injury, Illness or Disease which renders a Horse unsuitable for showing because of its appearance. • Any condition which is a vice or behavioural problem, confirmed by a Veterinary Surgeon. • Any part of the value of the Horse which relates to prospective competition or future success of any form. • Loss as a result of degenerative Disease, regardless of cause, on any insured Horse over the age of 14 years. <ul style="list-style-type: none"> ▪ Melanomas, cancerous tumours or growths on any Horse described or defined as grey in colour in any form, aged 12 years and over. • Loss which permanently prevents Your Horse from participating in activities not shown in the Class of Use stated on Your Policy Schedule, under Your Horse's details. • Loss that is as a result of an undiagnosed condition/clinical sign and Your Veterinary Surgeon cannot confirm a diagnosis beyond reasonable doubt.
<p>CONDITIONS</p>	
<ol style="list-style-type: none"> 1. Any disagreement between Your and Our Veterinary Surgeons over permanent incapacity of the Horse shall be referred to an independent Veterinary Surgeon that has been mutually agreed upon by the both sides who will act as arbitrator. Their decision shall be binding on both Us and You. 2. Where a claim is considered for 100% Loss of Use but the Horse is not euthanised, the residual value of the Horse will be taken into account in the settlement of any claim under this section. 3. The Horse is to be prominently and conspicuously Freeze-marked at Our reasonable expense prior to any settlement being made. 	

Section 8 STABLE LOSS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay You an amount not exceeding £50 per week, up to a maximum £500, for the cost of alternative stabling following damage or destruction of the stables belonging to You, which is as a result of fire, flood, storm or malicious damage, which results in the stables being unavailable for use.</p>	<ul style="list-style-type: none"> • Malicious or wilful damage caused by any of Your family or household or any of Your employees.
<p>CONDITION</p> <p>1. Receipts from a recognised Riding Establishment must be provided to substantiate the dates of alternative stabling and the charges incurred.</p>	

Section 9 LOSS OF ENTRY FEES

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We 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:</p> <ul style="list-style-type: none"> a) the death of an Insured Horse provided that such death is an admitted insurance claim hereunder, or b) Your Hospitalisation or anyone proposed to be riding Your Horse at the time of the show or event. 	

Section 10 EQUI VETERAN – (Accidental External Injury Only Cover)

For any **Horse** accepted by **Us** as being:

- 16 yrs and over, and/or
- On **Accidental External Injury** Only Cover in relation to Sections 10.A) and 10.D)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>A. Death of the Horse</p> <p>If Your Horse sustains an Accidental External Injury, during the Period of Insurance, a claim under this Section will be met provided the Horse dies within 12 months of the onset date of the Accidental External Injury and the Horse's condition meets the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy (<i>See Section 1 Conditions for Death of Horse for further details on these guidelines page 27</i>).</p> <p>We will pay You:</p> <ol style="list-style-type: none"> 1) up to the Market Value or the Sum Insured, whichever is less, in the event of death of the Horse described on the Policy Schedule during the Period of Insurance resulting from an Accidental External Injury. It must be sustained during the Period of Insurance and the Horse's condition meets the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy. 2) Disposal and Euthanasia Costs to the maximum amount of £150. 	<ul style="list-style-type: none"> • Disposal and Euthanasia Costs if the horse's condition does not meet the current BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy. • Death as a result of an Accidental Injury, Illness, Disease or a clinical sign/symptom, that is not an Accidental External Injury. • Destruction under the order of any government, local authority or other body having jurisdiction. • Any costs incurred after 12 months from the onset date of the Accidental External Injury. • Death as a result of undergoing a surgical operation or general anaesthetic unless prior consent for such treatment has been given by Us or is conducted by a Veterinary Surgeon in an immediate attempt to save the life of the Horse. • Claims relating in any way to the Horse being in foal • Injuries to tendons, ligaments, muscles and all other internal organs and structures and a visible external wound is not present. • Destruction of the insured Horse as a result of economic expediency. • Malicious or wilful injury caused by any of Your family or household or any of Your employees or other persons who have care custody or control of the insured Horse. • Destruction of the Horse as a result of behavioural problems.
<p>B. Theft or Straying</p> <p>We will pay You the Market Value or the Sum Insured, whichever is less, if any Horse described in the Policy Schedule is lost by theft or straying during the Period of Insurance and is not recovered within 60 days of such a loss.</p>	<ul style="list-style-type: none"> • Theft or Straying as a result of a wilful negligent act or omission of a relation, family member, agent, employee, licensee, paying guest or other person in contractual relationship with You. • Loss by voluntary parting with title or possession of the Horse by You whether or not induced by any fraudulent scheme, trick, device or false pretence.
<p>C. Public Liability</p> <p>In accordance with Section 3 – Public Liability</p>	<ul style="list-style-type: none"> • In accordance with Section 3 – Public Liability

D. Equi Veteran Vet Fee Cover (**Accidental External Injury** Only Cover)

We will pay the reasonable charges of a **Veterinary Surgeon** in respect of **Treatment** administered by a **Veterinary Surgeon** following an **Accidental External Injury** sustained during this **Period of Insurance** for up to 12 months from the onset date of the **Accidental External Injury**.

The maximum payable will not exceed:

£1,500 per incident (Maximum payable for all incidents occurring in any one **Period of Insurance** is £3,000).

- **Excess** £125 in respect of each and every claim.
- **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 **Our** prior written consent.
- Any costs associated with the Euthanasia of **Your Horse**.
- Claims relating in any way to the **Horse** being in foal.
- Costs relating to wolf teeth removal, vaccinations or castrations or any other preventative **Treatment**.
- The cost of any dental treatment unless **Your Horse** has had a dental examination carried out by a **Veterinary Surgeon** or a qualified equine dentist in the 12 months prior to the onset given for the **Accidental External Injury** **You** are claiming for.
- Dentistry work not carried out by a Dentist who is not a member of the British Association of Equine Dental Technicians.
- Any costs incurred after 12 months from the onset date of the **Accidental External Injury**.
- Injuries to tendons, ligaments, muscles and any other internal organs where no visible external wound is present.
- Any Livery and Transportation costs regardless of whether incurred at the Veterinary Practice or Hospital.
- Any costs for rehabilitation that includes livery charges, riding, leading, lunging and/or the use of a horse walker.
- Any costs relating to **Alternative Treatment**, even when recommended by **Your Veterinary Surgeon**.
- Farrier costs not carried out by a Farrier registered with the Farrier Registration Council.
- The cost of any **Treatment** that relates to **Your Horse's** feet if they have not been seen or tended to by a Farrier registered with the Farrier Registration Council on a regular basis that has been recommended by **Your Vet** or Farrier, prior to the onset given for the loss **You** are claiming for.
- Farrier costs not related to the affected or opposing foot.
- The cost of any medicines or materials or **Treatment** prescribed or supplied to be used after 12 months from the onset date of the **Accidental External Injury**.
- The cost of any diet food, any dietary supplement or other supplement even if it has been prescribed by **Your Veterinary Surgeon**.
- Any costs involved in any organ transplants, including any loss or damage as a result of **Your Horse** undergoing organ transplants.
- Any costs involved in **Your Horse** under-going stem cell and/or gene therapy treatment including any loss

or damage as a result of **Your Horse** undergoing such treatment.

- Any costs that are as a result of buying or hiring equipment/machinery and used for preventative purposes
- Any **Treatment** that **You** request to be carried out, which **Your Veterinary Surgeon** confirms is not required.
- More than the maximum benefit for **Your Veterinary Surgeon Fees** for each **Period of Insurance**, regardless of whether the policy is renewed or not.

CONDITIONS

1. Referrals for specialised hospital/treatment centres must be on the recommendation of a **Veterinary Surgeon**.
2. **You** are required to give **Us** initial advice of when the treatment commences and to subsequently submit all dated **Veterinary Surgeons** receipts to **Us**. All receipts must include details of the **Treatment** provided. Each claim must be substantiated by a detailed account from the attending **Veterinary Surgeon** and a full medical history from all Veterinary Practices who have treated the **Horse** during **Your** ownership, must be given.
3. In relation to Farrier costs a deduction of £65 for a full set of horse shoes or £35 for a pair of horse shoes will be made to reflect the cost of normal shoeing. If the **Horse** is not normally shod and is barefoot, **We** will deduct £40 for all four feet to reflect the cost of the feet being tended to.
4. If the **Horse** is investigated, diagnosed or noted to have more than one **Accidental External Injury** and they:
 - Happen at the same time, or
 - Are investigated or diagnosed or noted or are treated by **Your Veterinary Surgeon** at the same time, or
 - Are caused by, or relate to one another directly or indirectly,They will be treated as one claim and will have the same onset date from which **Your** 12 month claiming period started from.
5. If during the **Treatment** of an **Accidental External Injury** it becomes apparent that there are multiple problems, then these will be treated as one claim and will have the same onset date from which **Your** 12 months claiming period started from, regardless of whether **Your Veterinary Surgeon** confirms that the **Accidental External Injuries** are related to each other or not.
6. If **You** take **Your Horse** for a second opinion because **You** were unhappy with the diagnosis or **Treatment** provided initially by a **Veterinary Surgeon**, **You** must tell **Us** before **You** arrange an appointment with the new **Veterinary Surgeon**. If **You** do not, **We** will not pay any costs relating to the second opinion. **We** can refer **Your** request to an independent **Veterinary Surgeon** that has been mutually agreed upon by both sides who will act as arbitrator to establish if the diagnosis or **Treatment** currently being provided is correct, and if it is, **We** will not cover any of the costs relating to the second opinion. The decision shall be binding on both **Us** and **You**.

Section 11 TRAILERS AND HORSEDRAWN VEHICLES

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay You up to the</p> <p>a) Market Value or the Sum Insured shown in the Policy Schedule, whichever is the less, OR</p> <p>b) Cost of repair</p> <p>Following accidental damage to or theft of the Horse Trailer/Horsedrawn Vehicle specified in the Policy Schedule.</p>	<ul style="list-style-type: none"> ▪ Excess £150 in respect of each and every claim. ▪ 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. ▪ 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. ▪ In the event of a claim necessitating new parts or accessories which are obsolete or unobtainable Our liability shall be limited to the value of those parts or accessories.
<p>CONDITIONS</p> <ol style="list-style-type: none"> 1. Trailers and Horsedrawn Vehicles are subject to the Condition of Average. 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 You will only be entitled to recover such proportion of the loss or damage as the Sum Insured bears to the total value of the property. This condition shall be applied after the deduction of the Excess. 2. You will take all reasonable steps to safeguard the Horse Trailer and/or Horsedrawn Vehicle insured under this section from any loss or damage and maintain it in an efficient condition. 3. It is a condition precedent to liability under this Section of the Policy to make a claim for theft that when not in use or when left unattended the Trailer and/or Horsedrawn Vehicle be fitted with a wheel clamp or other effective immobilising device that has been agreed by Us and noted on Your Policy Schedule, before the event of any loss. 	

Equi Policy is underwritten by:

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