

geo/AGRICULTURE

EQUI-SURE ESSENTIAL

POLICY WORDING



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Policy Definitions

This part of the policy will give a definition of the words within the **Schedule** which have special meaning

Accidental Injury: Accidental bodily injury, physical damage and/ or trauma to a **Horse** resulting from an unexpected single, identifiable event occurring during the **Period of Insurance**

Alternative Treatment: Means any of various systems of healing or treating an illness or disease which fall outside the realms of conventional veterinary medicine including but not limited to: physiotherapy, ultra sound, faradism, infra-red, magneto pulse, laser treatment, back manipulation, corrective farriery, osteopathy, chiropractor, nutraceutical, alternative medicine, herbalist, homeopathy, acupuncture

Class of Use: The activities for which your **Horse** is kept and insured for as shown in the policy **Schedule**

Condition of Average: At the time of any loss, if the declared sum insured is less than the **Market Value** or less than the purchase price the amount **We** will pay will be reduced by the percentage difference, unless it is agreed by **Us** prior to the inception of the policy

Damages: A sum of money claimed or awarded in compensation for a loss or injury

Endorsement: A change in the terms and conditions of this insurance agreed by **You** and **Us**

Excess: The first amount payable by **You** in the event of a claim accepted by **Us**

Fair Market Value: The value of your **Horse** immediately prior to any loss but not exceeding the amount shown in your **Schedule**

Geographical Limits: Includes England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands including transport between these countries

Horse: Any horse, pony or donkey specified in the policy **Schedule**

Humane Destruction: (a) means that the **horse** incurs an injury or is afflicted with an excessively painful disease, and a **Veterinarian** appointed by **Us** shall first have given a certificate that the suffering of the **Horse** is incurable and so excessive that immediate destruction is imperative for humane reasons; or

(b) means that the **Horse** incurs an injury and a **Veterinarian** appointed by **You** shall first have given a certificate that the suffering of the **Horse** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **Veterinarian** by **Us**

Incident: All health conditions diagnosed, or related to the occurrence or onset of symptoms, whether immediately or on subsequent investigation are considered to be one incident

Medication: Any drugs, hormone, vitamins, therapy or any other recognised treatment deemed necessary to treat your **Horse**

Period of Insurance: The duration of this policy as specified in the policy **Schedule** and any subsequent period of time which has been agreed by **Us**

Post-Mortem: Means the examination of the **Horse** after its death and preparation of a written report, which shall include a necropsy examination, made by a **Veterinary Surgeon** including, for example, establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Horse**

Pre-Existing Condition: An injury, illness or disease sustained or contracted prior to the inception of this policy

Schedule: The schedule forming part of this insurance contract confirming information and/ or declarations provided by **You**

Securely Locked Building: Means a building of secure and sound structure where doors are secured with a five lever mortice deadlock, a deadlocking rim latch or a key operated cylinder deadlock, dependent upon the nature of the door. All accessible windows are to be secure with key operated window locks

Saddlery and Tack: Any item of equipment usually attached to the **Horse** whilst it is being ridden, driven or exercised

Veterinary Surgeon: A qualified professional registered with the 'Royal College of Veterinary Surgeons'

We/ Us/ Our: Market International Insurance Company Limited

You/ Your/ Insured: The person, persons, company, partnership named in the **Schedule** as the **Insured**

Your Broker: The insurance broker or intermediary who arranged this insurance on **Your** behalf

Important Information

This document, the **Schedule** and any related **Endorsement** form **Your** insurance documentation. This insurance documentation sets out the terms and conditions of the contract of insurance between **You** and **Us**. Please read the whole document carefully and keep it in a safe place

It is important that **You**:

- check that the information contained in the **Schedule** is accurate. See "Information **You** have given **Us**" section; and
- comply with all **Your** duties and obligations under the insurance, including the important conditions below, and the action **You** must take in the event of a claim

Failure to comply with the above could adversely affect **Your** insurance and any claim **You** make

Important Conditions

1. At the commencement of this insurance, with the exception only of those matters relating to the **Horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **Us**, the **Horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever

This shall also apply in respect of changes to the policy, for example:

- a.) any additional sums insured on the **Horse**; and/ or
- b.) any **Horse** added to this insurance; and/ or
- c.) any other extension of or addition to coverage

In the event of any change in the insurance cover, this condition must also be satisfied as at the date of such change

2. **Our** acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **Us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **Your** proposal for insurance or any extension of or addition to coverage on the **Horse** neither removes nor reduces the requirement of full compliance with the condition in 1. above. However, if **We** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **Us** to prove that the **Horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **Horse** under this insurance
3. **You** must at all times provide proper care and attention for the **Horse** and do all things possible to avoid or minimise any loss covered under this insurance
4. In the event of any potential claim suffered by the **Horse**, **You** must as soon as practicable and at **Your** own expense employ a **Veterinary Surgeon** and, if required by **Us**, allow removal of the **Horse** for treatment. **You** must also as soon as practicable notify **Your broker**. **Your Broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary

5. **You** must be the sole owner of the **Horse** or have a financial interest in the **Horse**. This insurance will cease to cover the **Horse** immediately **You** sell or part with any financial interest in the **Horse**, whether temporarily or permanently. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale up to a maximum of ten (10) days following the day of the auction
6. The **Horse** must remain within the **Geographical Limits** stated in the **Schedule** during the whole **Period of Insurance**
7. **You** must notify **Your Broker** in the event of the **Horse** being operated upon for castration, prior to the day of such procedure

Information You Have Given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims

If **We** establish that **You** carelessly provided **Us** with incorrect or incomplete information that **We** have relied upon in accepting this insurance and setting its terms and premium **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- charge **You** more premium for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "Cancelling This Insurance" section

We or **Your Broker** will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more premium for **Your** insurance

Notifying Us of Any Changes

You must notify **Your Broker** as soon as practicable if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **You** have provided could result in **You** having to pay an additional premium or **Us** amending the terms of **Your** insurance.

Changes to The Fair Market Value

You should review the sum insured as shown in the **Schedule** on a regular basis to ensure it accurately reflects the **Fair Market Value** of the **Horse** and notify **Your Broker** as soon as practicable. In the event that the sum insured specified in the **Schedule** is reduced, **You** will be entitled to a return of premium on the amount by which the sum insured has been reduced. The calculation will be made on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **Schedule**. No return premium will be given if a claim has been notified or settled prior to the date of the reduction.

Cancelling This Insurance

You can cancel this insurance at any time by notifying **Your Broker**.

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium
- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- Non-cooperation or failure to supply any information or documentation **We** request
- Threatening or abusive behaviour or the use of threatening or abusive language
- Deliberate and reckless representation of information

Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance** whichever is the later

If this insurance is cancelled by **You** or **Us**, provided **You** have not made a claim, **You** will be entitled to a refund of the premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. If **You** cancel this insurance outside the cooling off period, there will be an additional charge to cover the cost of providing the insurance. Any additional premium due to **Us** during the **Period of Insurance** for additional risks will be retained by **Us** in full, which includes, for example, cover for surgical operations, transit and infertility. If any claim payments are made by **Us**, no return premium will be due. Cancellation of the insurance by **Us** does not affect the treatment of any claim arising under the insurance in the period before cancellation, unless the insurance is treated as though it never existed.

Equi-Sure Essentials Policy

In return for payment of the premium shown in the schedule, **We** agree to insure **You**, subject to the terms, conditions and duties contained in or endorsed on this Certificate, against loss or damage to **You** or **Your Horse** sustained during the **Period of Insurance** shown in the **Schedule**.

When drawing up this Certificate, **We** have relied on the information and statements which **You** have provided in the proposal form (or declaration) on the date shown in the **Schedule**. The insurance relates ONLY to those sections of the Certificate which are shown in the **Schedule** as being included.

Class of Use

- A** Horses at Grass only
- B** All activities listed in **A** above, Heavy Horses, Hacking, Showing, Gymkhana, Driving (excluding cross country and trials), Unaffiliated Dressage (up to and including novice), Pony Club Activities, Jumping up to 95cms in the following: Pony Club, Riding Club, Unaffiliated Showjumping

If You partake in any activities not listed above or you are unsure which Class of Use You should be declaring, please consult Your Broker.

Section 1 – Death

What is Insured	What is NOT Insured
<p>We will pay You</p> <ul style="list-style-type: none"> • The Fair Market Value or sum insured (whichever is less) in the event of death or Humane Destruction resulting from Accidental Injury, illness or disease sustained or contracted by Your horse during the Period of Insurance • Disposal costs up to a maximum of £200, which is in addition to the sum insured <p>If an insured Horse is receiving treatment on the expiry date of the Schedule and continues until the Horse dies or is euthanised, we will pay providing that the Horse dies within 365 days of the onset of the injury, accident, illness or disease</p>	<ul style="list-style-type: none"> • Any Pre-Existing Condition, unless this has been disclosed to Us prior to the start of the Period of Insurance and We have accepted full coverage for the condition • Intentional slaughter unless in the case of Humane Destruction • Death of the Horse resulting from an illness or disease which appears during the first 14 days of cover, unless You can provide a previous insurer’s Schedule which proves that cover has been continuous • Destruction under the order of any Government, local authority or other body having jurisdiction • Death as a result of undergoing a surgical operation or general anaesthetic, unless conducted by a Veterinary Surgeon in an immediate attempt to save the Horse’s life or such treatment has been notified and agreed by Us • Euthanasia of the Horse without Our consent unless carried out by a Veterinary Surgeon in accordance with BEVA (British Equestrian Veterinary Association) Guidelines • The administration of any Medication unless by a Veterinary Surgeon and to have been of a prophylactic nature or necessitated by Accidental Injury, illness or disease • Destruction of the Horse due to any vice or behavioural problem • Destruction of the Horse as a result of financial reasons • Unfitness or incapacity preventing the Horse from fulfilling the purpose for what it is kept and insured • Malicious or wilful injury to the Horse caused by You, Your family or anyone handling the Horse with Your consent • Failure by You to provide proper care and attention for the Horse at all times • Cover for a foetus or unborn foal • The use of the Horse for any purpose other than that specified in the Schedule • Any costs incurred as a result of making a claim • Any Veterinary Surgeon or euthanasia costs

Conditions:

In the event of a claim it is **Your** responsibility to provide evidence of the **Fair Market Value** of **Your Horse** if requested by **Us**

This section is subject to the **Condition of Average**

Section 2 – Theft or Mysterious Disappearance

What is Insured	What is NOT Insured
<p>We will pay You</p> <ul style="list-style-type: none"> The Fair Market Value or sum insured whichever is less if Your Horse is stolen or mysteriously disappears during the Period of Insurance, or dies as a result of a theft or attempted theft We will also pay up to £200 to cover the cost of advertising any Horse specified in the policy Schedule that has been lost/ stolen or strayed and the payment towards a reward which leads to the recovery of the Horse 	<ul style="list-style-type: none"> Theft or mysterious disappearance as a result of wilful neglect or omission by You, Your family, employee or any person who has Your consent to use the Horse Loss by voluntarily parting with title or possession of the Horse by You whether or not induced by any fraudulent scheme, trick, device or false pretence Any theft if prior to the start of the Period of Insurance there has been any theft or attempted theft of Your Horse, or threat against You or Your Horse whether insured under this Policy, insured elsewhere or uninsured. However, We will not apply this exclusion if the theft or attempted theft has been disclosed to Us before the start of the Period of Insurance and cover has been accepted by Us

Conditions:

If **Your Horse** is stolen or disappears **You** are required to notify the police within a reasonable time upon discovering the disappearance of **Your Horse**. **You** will be required to obtain a crime reference number

We will not pay a loss under this section if **You** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **You** do then **We** will be released from all liability under this policy

We will not pay any loss for theft until 90 days after the theft has been reported to **Us**. If the horse is subsequently found after payment of a loss then the amount of the claim will be repayable to **Us**

This section is subject to the **Condition of Average**

Section 3 – Public Liability

What is Insured	What is NOT Insured
<p>We will pay for Damages, claimants costs and expenses following accidental</p> <ul style="list-style-type: none"> • Death or bodily injury to any person • Loss, damage or destruction to third party property caused by Your Horse or horse drawn vehicle providing that such vehicle is drawn by the Horse specified in Your policy Schedule <p>during the Period of Insurance and only arising out of the use or ownership of the Horse specified in the policy Schedule and occurring within the Geographical Limits</p> <p>The amount payable under this section for all events occurring during the Period of Insurance shall not exceed the amount shown in Your Schedule</p>	<ul style="list-style-type: none"> • The first £250 in respect of any third party property damage • Death or bodily injury to You, Your family or an employee • Loss or damage to any property belonging to, or in the custody and control of You, Your family or any employee • The hiring out of any Horse by You or any claim arising out of the Horse being used by or within a riding establishment • The use of any Horse, horse drawn vehicle or trailer for any business activity • Damages to fences or growing crops caused by Your Horse whilst being ridden, driven or led • Injury or damage caused by the serving or attempt to serve a mare by a stallion • Your business, trade or profession • Horse trailer whilst attached to a motor vehicle • Any agreement unless liability would have existed in the absence of such agreement • Exposure to, inhalation of, fears of the consequence of exposure to or inhalation of the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence Asbestos, including any product containing Asbestos. • Any risks covered under the Road Traffic Act • Any legal expenses incurred that haven't been agreed by Us in advance • Any court award or judgement that is not from a court within the Geographical Limits

Conditions:

The most **We** will pay under this **Policy**, including costs and expenses, is specified on **Your** certificate of insurance. This limit is the maximum amount payable by **Us** in respect of any one claim and/ or series of claims arising from the same incident

Section 4 – Veterinary Fees

What is Insured	What is NOT Insured
<p>We will pay You</p> <ul style="list-style-type: none"> Veterinary Fees covers up to £1,250 per Period of Insurance for any Medication or treatment administered by a Veterinary Surgeon following any Accidental Injury or a specifically diagnosed illness or disease that Your Horse has sustained or contracted during the Period of Insurance 	<ul style="list-style-type: none"> Any Pre-Existing Condition, unless this has been disclosed to Us prior to the start of the Period of Insurance and We have accepted full cover for the condition The first £95 of each and every claim, or the amount shown in Your policy Schedule Any Veterinary Surgeon fees exceeding the amount payable under this section Veterinary Surgeon fees as a result of undergoing a surgical operation or general anaesthetic, unless conducted by a Veterinary Surgeon in an immediate attempt to prevent a claim under Section 1 - Death, or such treatment has been notified and agreed by Us Veterinary Surgeon fees for MRI scans and other exploratory work without prior permission from Us unless it is in an immediate attempt to prevent a claim under Section 1 - Death Any illness or disease which occurs during the first 30 days of cover. This does not apply to policy renewals if cover for veterinary fees has been continuous or in the event of accidents or colic surgery Claims relating to routine preventative treatments including inoculations, castration, farriery and dentistry including the removal of wolf teeth Any treatment normally associated with the maintenance of a healthy Horse Melanomas, cancerous tumours or growths in grey horses aged 13 and over Malicious or wilful injury to the Horse caused by You, Your family or anyone handling the Horse with Your consent Claims not advised during the Period of Insurance Any claims relating to euthanasia, post mortem examinations, carcass disposal or cremation Any livery or transportation costs Any Alternative Treatment Any costs incurred 365 days after the initial occurrence of the injury, illness or disease Claims relating to the Horse being in foal unless an attending Veterinary Surgeon confirms that appropriate action is to be taken in an attempt to save the Horse's life

Section 4 – Veterinary Fees *continued*

What is Insured	What is NOT Insured
	<ul style="list-style-type: none"><li data-bbox="847 315 1374 398">• Cover is not available under this section for any Horse aged 18 or over unless agreed by Us<li data-bbox="847 409 1310 439">• Claims caused by barbed or razor wire

Conditions:

Claims payable are subject to written notice of **Accidental Injury**, illness or disease having been submitted to **Us** within a reasonable period of time and prior to the expiry of this policy

Section 5 – Saddlery and Tack

What is Insured	What is NOT Insured
<p>We will pay You</p> <p>An amount up to but not exceeding the amount shown in Your policy Schedule for theft, accidental loss or damage during one Period of Insurance</p>	<ul style="list-style-type: none"> • The first £75 of each and every claim • Any amount exceeding £350 for each unspecified item of Saddlery and Tack • Loss or damage of personal clothes, rugs, blankets, husbandry equipment or stable accessories • Loss or damage by theft or attempted theft: <ol style="list-style-type: none"> 1. from any unlocked vehicle and/ or trailer 2. of any property kept in the open 3. unless accompanied by forcible and violent entry to and exit from a Securely Locked Building in which Your property is kept • Any damage or deterioration directly or directly caused by: <ol style="list-style-type: none"> 1. Moths, vermin, wear and tear, gradual deterioration, damp, frost, mildew, rust or oxidisation, scratching or denting, inherent defect or the process of cleaning, dyeing, repairing, restoring or alteration of any item

Conditions:

Securely Locked Building: Means a building of secure and sound structure where doors are secured with a five lever mortice deadlock, a deadlocking rim latch or a key operated cylinder deadlock, dependent upon the nature of the door. All accessible windows are to be secure with key operated window locks

Any deviation from these security measures must be agreed by **Us** prior to the inception of this cover

Section 6 – Horse Trailers and Horse Drawn Vehicles

What is Insured	What is NOT Insured
<p>We will pay You</p> <ul style="list-style-type: none"> • The market value or sum insured (whichever is less) in the event of theft of any horse drawn vehicle or trailer specified under Your policy • The market value or sum insured (whichever is less) or the cost of repair in the event of accidental damage of any horse drawn vehicle or trailer specified under Your policy 	<ul style="list-style-type: none"> • The first £150 of each and every claim • Loss or damage to horse drawn vehicles while the property is being driven in competitions or trials • Loss or damage caused by moths, vermin, wear and tear, gradual deterioration, damp, frost, mildew, rust or oxidisation, scratching or denting, wood worm, depreciation, electrical or mechanical breakdown, damage caused by the application of brakes, punctures, cuts or bursts • Vehicles used for hire and reward or business purposes • Malicious damage caused by You, Your family or employee • Consequential loss of any kind • Theft of trailers unless security measures such as wheel locks are in place

Conditions:

This section is subject to the **Condition of Average**

Security: It is **Your** responsibility to ensure that there are appropriate security measures in place to safeguard **Your** property. It is a condition of this policy that horse trailers are secured with a wheel clamp or another effective form of immobilisation when not in use. Horse drawn vehicles should be kept in secure, locked buildings

Section 7 – Personal Accident

What is Insured			What is NOT Insured																		
<p>We will pay You</p> <p>The amount shown below in the event of death or bodily injury sustained during the Period of Insurance by You or any responsible person using Your Horse with Your permission whilst riding, driving, lunging, mounting or dismounting, leading or handling the Horse specified within the policy Schedule</p> <p>The cost of dental treatment necessarily incurred as a direct result of an accident sustained during the Period of Insurance by You or any responsible person using Your Horse with Your permission whilst riding, driving, lunging, mounting or dismounting, leading or handling the Horse specified within the policy Schedule</p> <table border="1"> <tbody> <tr> <td>1.</td> <td>Death</td> <td>£20,000</td> </tr> <tr> <td>2.</td> <td>Loss of one or more limbs</td> <td>£20,000</td> </tr> <tr> <td>3.</td> <td>Total loss of sight in one or both eyes</td> <td>£20,000</td> </tr> <tr> <td>4.</td> <td>Total deafness in both ears</td> <td>£20,000</td> </tr> <tr> <td>5.</td> <td>Total permanent disablement</td> <td>£20,000</td> </tr> <tr> <td>6.</td> <td>Dental</td> <td>£1,000</td> </tr> </tbody> </table> <p>The above benefits will be reduced by 50% in respect of any person who has not attained their 16th birthday at the time of the accident</p>			1.	Death	£20,000	2.	Loss of one or more limbs	£20,000	3.	Total loss of sight in one or both eyes	£20,000	4.	Total deafness in both ears	£20,000	5.	Total permanent disablement	£20,000	6.	Dental	£1,000	<ul style="list-style-type: none"> • Death or disablement where the person involved in an accident is under the age of 5 or over the age of 75 years • Death or disablement resulting or contributing from the following: <ol style="list-style-type: none"> 1. The influence of alcohol 2. The influence of drugs unless it is taken under the instruction and guidance of a medical professional 3. Deliberate exposure to unnecessary danger except in the attempt to save human life 4. The criminal act of You or anyone handling the Horse with Your permission 5. Suicide or attempted suicide or intentional self injury 6. Participation in naval, military or air force service or operation • Any claims arising out of the Horse being kept and used by any riding establishment • Any other loss not shown under “What is Insured” • Death or disablement as a direct result of not wearing a riding hat conforming to the British Safety Standards at the time of the accident • Death or miscarriage of any unborn child as a result of an accident involving Your Horse • More than one loss in any one Period of Insurance
1.	Death	£20,000																			
2.	Loss of one or more limbs	£20,000																			
3.	Total loss of sight in one or both eyes	£20,000																			
4.	Total deafness in both ears	£20,000																			
5.	Total permanent disablement	£20,000																			
6.	Dental	£1,000																			

Section 8 - Equi-Sure Veteran

What is Insured	What is NOT Insured
<p>Death by Accidental Injury caused only by:</p> <ul style="list-style-type: none"> • Bone Fractures • Visible External Wounds <p>We will pay You</p> <p>The Fair Market Value or sum insured (whichever is less) in the event of death or humane destruction resulting from Accidental Injury sustained by Your Horse during the Period of Insurance</p> <p>Disposal costs up to a maximum of £200, which is in addition to the sum insured</p> <p>Veterinary Surgeon fees for Accidental Injury cause only by:</p> <ul style="list-style-type: none"> • Bone Fractures • Visible External Wounds <p>We will pay up to £2,000 during the Period of Insurance for any Medication or treatment administered by a Veterinary Surgeon following any Accidental Injury resulting in a visible external wound or bone fractures that Your Horse has sustained during the Period of Insurance</p>	<ul style="list-style-type: none"> • Any Pre-Existing Condition, unless this has been disclosed to Us prior to the start of the Period of Insurance and We have accepted full coverage for the condition • The first £150 of each and every claim or the amount shown in Your Schedule • Intentional slaughter unless in the case of Humane Destruction • Veterinary Surgeon fees as a result of undergoing a surgical operation or general anaesthetic, unless conducted by a Veterinary Surgeon in an immediate attempt to save the Horse's life or such treatment has been notified and agreed by Us • Euthanasia of the Horse without Our consent unless carried out by a Veterinary Surgeon in accordance with BEVA (British Equestrian Veterinary Association) guidelines • Destruction of the Horse under the order of any Government, local authority or other body having jurisdiction • Death as a result of undergoing a surgical operation or general anaesthetic, unless conducted by a Veterinary Surgeon in an immediate attempt to save the Horse's life or such treatment has been notified and agreed by Us • Destruction of the Horse as a result of financial reasons • Claims relating to the Horse being in foal unless an attending Veterinary Surgeon confirms that appropriate action is to be taken in an attempt to save the Horse's life • Claims relating to routine preventative treatments including inoculations, castration, farriery and dentistry including the removal of wolf teeth • Any costs incurred 365 days after the initial occurrence of the injury, illness or disease • Malicious or wilful injury to the Horse caused by You, Your family or anyone handling the horse with Your consent • Injuries to tendons, ligaments, muscles or any other internal organs, unless caused by a visible external wound or bone fracture • Degenerative diseases or illnesses • Any costs incurred as a result of making a claim • Claims caused by barbed or razor wire

Conditions:

Claims payable are subject to written notice of **Accidental Injury**, illness or disease having been submitted to **Us** within a reasonable period of time and prior to the expiry of this **Policy**

How to Make a Claim

Things you must do – THIS APPLIES TO SECTIONS 1, 4 AND EQUI-SURE VETERAN ONLY

In the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to a **Horse**, **You** must as soon as practicable at **Your** own expense employ a **Veterinary Surgeon** and, if required by **Us**, allow removal of the **Horse** for treatment. **You** must also as soon as practicable notify **Your Broker**. **Your Broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary.

In the event of the death or **Humane Destruction** of a **Horse** **You** must:

1. As soon as practicable, and at **Your** own expense, arrange for a **Veterinary Surgeon** to confirm the identity of the **Horse** and the cause of death (or in the case of **Humane Destruction**, the reason why **Humane Destruction** was necessary)
In addition,
 - a) for a **Horse** with a sum insured exceeding GBP £10,000, a **Post-Mortem** will be required, unless **We** agree otherwise in writing. THE COST OF THE POST MORTEM MUST BE MET BY YOU.
 - b) for a **Horse** with a sum insured not exceeding GBP £10,000, **We** may still require a **Post-Mortem**. However, the cost of the **Post-Mortem** will be met by **Us**.
2. As soon as possible, notify **Your Broker** and request a claim form. **You** must also provide full details of what has happened and provide any other information **We** may require. **Your Broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary by **Us**.
3. Provide **Your Broker** with a detailed claim form and release within sixty (60) days after the death or **Humane Destruction** of the **Horse**, or as soon as practicable.

If **You** fail to comply with any of the above duties, **We** may not pay **Your** claim.

You must at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim by:

1. Providing as soon as practicable upon request by **Us** or **Our** representatives access to any person(s), copies and originals of all veterinary records whether held by **You**, or by **Veterinary Surgeons**, having care, custody or control of the **Horse**, if required by **Us** or **Our** representatives; and
2. Providing as soon as practicable upon request by **Us** or **Our** representatives all information relating to the condition, history, performance, value or otherwise of the **Horse** which **We** or **Our** representatives may reasonably require; and
3. Otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **We** or **Our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **Us**, **Your** claim may be rendered null and void or **We** may reduce the amount **We** pay to the extent of that prejudice.

After receiving permission from **Us**, **You** will arrange for the removal and disposal of the remains of the **Horse** at **Your** own expense.

Things you must do – THIS APPLIES TO SECTION 2 ONLY

In the event of any suspected theft or mysterious disappearance of **Your Horse**, **You** must as soon as practicable notify the Police and obtain a crime reference number. **You** must also as soon as practicable notify **Your Broker**. **Your Broker** will require the crime reference number, so ensure **You** have this available. Failure to obtain and provide a crime reference will affect **Your** claim.

If the **Horse** is subsequently found or returned after payment of a claim then the full amount of the claim will be repayable to **Us**.

How to Make a Claim

Things you must do – THIS APPLIES TO ALL OTHER SECTIONS

In the event of any claim **You** shall:

1.
 - a) as soon as practicable, notify **Your Broker** without undue delay
 - b) take all practicable steps to recover property lost and otherwise minimise the claim
 - c) inform the Police immediately if the loss or damage has been caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - d) give all information and assistance **We** may require
 - e) not make or allow to be made on **Your** behalf any admission or offer promise of payment
2. **You** must provide **Us** with full details of the loss, proofs and information regarding the cause and amount of loss, destruction or damage as **We** may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters.

Disputed Market Value

Where **We** have accepted in writing the validity of a claim but there remains a dispute between **You** and **Us** as to the **Fair Market Value** of the **Horse** payable by **Us**, then, **You** will have the option to follow the dispute resolution procedure below.

1. There will be a sole person selected by **You** from a list, provided by **Us**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
2. Within twenty eight (28) days of notification by **You** to **Us** of the appointment of the selected person, **You** and **We** will each submit to that person and to each other evidence and submissions on value, each then having a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **Fair Market Value** of the **Horse**.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **You** are under no obligation to accept the determination.
4. Should **You** accept the determination of the appointed person, **We** will pay **You** within twenty one (21) days of the determination the amount decided by the appointed person up to, but not exceeding, the sum insured stated in the **Schedule**.
5. Should **You** not accept the determination of the appointed person, or should **You** decide not to exercise the option to follow the above resolution procedure, **You** still have the right to follow the complaints process.
6. The cost of the determination of the appointed person will be shared equally between **You** and **Us**.
7. Should **You** accept the determination of the appointed person, **We** will deduct **Your** share of the appointed person's fee from **Your** claim payment.

Fraudulent Claims

1. If **You** make a fraudulent claim under this insurance, **We**:
 - a) are not liable to pay the claim; and
 - b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - c) may by notice to **You** treat this insurance as having been terminated with effect from the time of the fraudulent act
2. If **We** exercise **our** right under clause 1. c) above:
 - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **We** need not return any of the premiums paid.

How to Make a Complaint

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If you are dissatisfied or have any complaints about your policy or the handling of a claim you should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone: +44 (0)20 7953 6020

By email: complaints@markel.com

By writing to: Legal, Regulatory & Compliance
Markel International Insurance Company Limited
20 Fenchurch Street
London
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **our** best endeavours to comply with the timeframes set out by **your** local insurance regulator.

A complaint received by Markel International Insurance Company Limited (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

- Complaints will be acknowledged promptly in writing. That acknowledgement will include the name of the person who will be reviewing the complaint and when **you** should expect to receive our final response.
- **We** will try to resolve a complaint within the timeframe set out by **your** local insurance regulator and give a written final response, or send an interim response explaining why **we** are not yet in a position to resolve matters.
- If **you** do not receive a final response or, after receiving our acknowledgement of the complaint and **our** final response, **you** are not satisfied with the outcome, **you** may be entitled to refer **your** complaint to **your** local External Dispute Resolution (EDR) service for review. **We** will provide **you** with the contact details of the EDR who, if eligible, **you** may be able to refer your complaint to.

Making a complaint does not affect **your** right to take legal action.

Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme if **we** are unable to meet **our** obligations to **you** under this **policy**.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

The Effect of Other Insurance

If at the time of death or **Humane Destruction** of the **Horse You** have any other insurance in force in respect of the **Horse** (whether or not such insurance is valid or collectable) then **We** will not pay any claim unless **We** have agreed to endorse the other insurance to this insurance.

If **We** have agreed to endorse any other insurance to this insurance, then **We** will only be liable under this insurance for **Our** proportion of the **Fair Market Value** in the same ratio as the sum insured on this insurance bears to the total amount of all insurance coverage on the **Horse** for death or **Humane Destruction** (whether valid or collectable or not) up to, but not exceeding, the sum insured as shown in the **Schedule**.

Our Rights

We may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance. If **We** make any payment under this insurance **We** will be entitled to all **Your** rights and remedies against any party and will be allowed to sue in **Your** name at **Our** own expense.

You must provide all information and documents and give to **Us** all such assistance as **We** may require to secure such rights and remedies. **You** must do nothing to jeopardise or extinguish any rights against a third party or parties, and **You** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties until the amount of **Our** payment under this insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **You** for the uninsured loss, if any.

Any sums or property received by **You** that are due to **Us** must be held on trust for **Us** and must as soon as practicable be paid and/ or delivered to **Us** following receipt.

Your Data

Markel are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** data to various insurance participants such as intermediaries, insurers and reinsurers. If **you** would like to know how Markel deals with any data **you** may have provided us, please contact **your** Agent or Broker who will provide **you** with our contact details. Alternatively, please visit our privacy page at: <http://www.markelinternational.com/foot/privacy-policy/>

Choice of Law and Jurisdiction

You and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England. Any term in this contract which conflicts with the law which applies to the country in which **You** live shall be amended to conform to that law.

Rights of Third Parties

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.

Sanctions

We will not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General Policy Exclusions

The following exclusions apply to the whole of this **Policy**. There may be additional exclusions which apply to individual sections of cover and are listed within those sections.

Terrorism

This **Policy** does not cover loss, damage, cost or expense of whatsoever nature 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.

Cyber Incident

This **Policy** does not cover loss, damage, liability or expense caused by or contributed to by or arising from:

- a) the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident; and/or
- b) a computer virus or computer-related hoax.

Radioactive, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

This **Policy** does not cover loss damage liability or expense caused by or contributed to by or arising from:

1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. Any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
5. Any chemical, biological, bio-chemical, or electromagnetic weapon

Avian Influenza

This **Policy** does not cover any loss caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

Coronavirus

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.



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