

# Your Policy Wording for your Horse

Value

Plus

Standard

Premier

This contains Your Policy Terms and Conditions.

Please read in conjuction with your Certificate of Insurance and Insurance Product Information Document to understand the cover for your horse.

Version 1
Effective from October 2019

# Hello and thank you for choosing British Pet Insurance Services for your horse

British Pet Insurance Services is a trading name of Petcover EU Limited. We specialise in pet insurance and offer cover for horses, understanding and catering for your horse insurance needs.

British Pet Insurance Services was formed by and has brought together people with many years' experience in pet insurance to offer you a great insurance cover and has a team of people who love animals offering you the customer service you deserve.

We are here to support you throughout the life of your policy, whether it be with your insurance cover, claiming or just a little advice along the way.

We understand how stressful it can be when you need to make a claim, we aim to make claiming a smooth, quick and easy process so you can concentrate on your pet, so if you need anything at all please let us know.

This wording contains the cover your policy provides. If there is anything you don't understand please let us know, or if you have any questions, problems or any feedback please contact British Pet Insurance Services.

This Insurance is underwritten by ETU Forsikring A/S.

This Insurance is issued by Petcover EU Limited trading as British Pet Insurance in accordance with the authorisation granted to them under the Binding Authority Agreement with ETU Forsikring A/S.

ETU Forsikring A/S, Registered Office: Hærvejen 8, DK-6230 Rødekro, Danmark are authorised and regulated by the Finanstilynet (the Danish Financial Regulator). Their Finanstilsynet authorisation reference is 108873. As an Insurance Company authorised within the European Union, ETU Forsikring A/S is permitted to conduct business within the United Kingdom and is authorised by the Financial Conduct Authority. Their UK Financial Conduct Authority authorisation number is 807534

Petcover EU Limited trading as British Pet Insurance Services is authorised and regulated by the Financial Conduct Authority (FCA) under reference number: 747757. Registered Office: 75 Western Road, Southall, England, UB2 5HQ. Trading Office: 4 Bridge Road Business Park, Haywards Heath, West Sussex, RH16 1TX.

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## Contact us

If you need any help with your policy at any point, or require details on how to make a claim under this policy, please contact British Pet Insurance Services. Open Monday to Friday from 9am to 5pm.

By Telephone: 01444 708840

By Email: info@petcover.uk.com

By Post: 4 Bridge Road Business Park, Haywards Heath, West Sussex RH16 1TX

**Website:** www.britishpetinsurance.co.uk

Further details on claims procedure can be found on pages 41-43.

## 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.

## Sanctions

We will not provide any benefit under this insurance 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.

## 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.

## 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 either before or after a loss that alters, jeopardises, or extinguishes our rights unless you have our prior written permission. For example, you must not enter into any contract that limits, restricts, waives, or otherwise impairs your right to recover from anyone who may be liable to you for a loss that is otherwise covered by this insurance.

This insurance does not cover any loss where at the time of the loss you are a party to an agreement that limits, restricts, waives, or otherwise impairs your right to recover damages from a third party or third parties in respect of the loss.

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.

## Single policy for multiple insureds

Our total liability under this insurance shall not exceed the sums insured specified in the Certificate of Insurance regardless of the number of insureds specified.

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.

## **Data Protection Notice**

## In respect of Petcover EU Limited:

Your information has been, or will be, collected or received by Petcover EU Limited. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full Data Privacy Notice can be found at www.britishpetinsurance.co.uk

A paper copy of the Data Privacy Notice can be obtained by contacting us by email (info@petcover.uk.com) or at this address:

Petcover EU Limited, 4 Bridge Road Business Park, Bridge Road, Haywards Heath West Sussex RH16 1TX.

## In respect of ETU Forsikring A/S:

By using our services, you entrust us with your information. Our Privacy policy is intended to help you understand what data we collect, why we collect it, and what we use it for. This is important information so we hope you will take the time to read it. Also remember that as a customer on "Mine sider" ("My pages") you access a lot of the information we have registered about you, including your master data, claims, insurance policies, etc.

We have a statutory duty of confidentiality under the Danish Financial Business Act ("Lov om finansiel virksomhed") and therefore treat your personal information confidentially.

## Our Privacy policy describes:

- What information we collect.
- · How we use this information.
- The options we give you to enable and deselect data sharing and how to access and update the information.
- Your redress options.
- Contact information for our Data Protection Officer.

#### **Data controller**

ETU Forsikring A/S Hærvejen 8 6230 Rødekro

CVR nr. 30072855

**Data Protection Officer** 

Our Data Protection Officer can be contacted at dpo@etuforsikring.dk

## Our processing of your personal data

We collect information about you and possibly the injured party to the extent necessary to purchase and manage insurance products and other related services as well as claims processing. This may include information such as names, addresses, social security number ("CPR-number") and e-mail address, insurance information, payment information or information related to damages.

In addition to the information you provide yourself, we collect information, for example, from the Central Person Register (for the purpose of updating address information) as well as from other publicly available sources and registers. We may obtain information from organizations, associations, etc., whose membership of the organization, association, etc. is a prerequisite for you to buy or keep your insurance with us. We may also obtain information from others if you have given your consent or based on the law.

We store and use your personal data for administration, providing you advice about insurance products and for marketing purposes. We may also use the information for surveys and analysis in order to improve our products, consultancy and technical solutions. We often combine personal data from one service with information from other parts of the group – for example in order to provide you with the most relevant offers.

Whenever possible, we have tried to strike a balance between being fully transparent and detailed while still keeping information concise and understandable, when describing what information we collect, but some of our services and apps also use technologies such as cookies, pixel tags and device fingerprinting to handle sessions and perform web audience measurements, so we can improve our electronic services based on how you use them and in some cases integrate them with social media.

Among other things, we use Google Analytics to help us analyze traffic to our services. When used with our advertising services, e.g. those that use the Google DoubleClick cookie, information from us as well as from Google will be linked to information about visits to multiple websites using Google technology.

We work continuously to maintain a balance between developing our business and protecting your personal data.

If there is anything regarding privacy you have questions or comments about, you are most welcome to contact our Data Protection Officer.

#### Retention / deletion periods

We intend to delete (or anonymize) your personal data as soon as it is irrelevant, however, we always retain personal data related to financial transactions for a minimum of 5 years + current financial year for the purposes of the Accounting Act ("bogføringsloven") and often we store information to the extent necessary longer for the sake of legal requirements regarding, among other things, provisions under the Financial Business Act ("Lov om finansiel virksomhed").

## Your rights according to the General Data Protection Regulation

- The right to receive information about the processing of your personal data ("disclosure obligation").
- The right to access your personal data.
- The right to correct incorrect personal data.
- The right to have your personal data deleted.
- The right to object to the use of personal data for direct marketing purposes.
- The right to object to automatic individual decisions, including profiling.
- The right to move your personal data ("data portability").

All the above rights are handled manually by contacting us. When contacting us, remember to provide the customer number and insurance policy number.

We may reject requests that are unreasonably repetitive, require excessive technical intervention (such as developing a new system or substantially changing an existing process), affecting the protection of others' personal information, or anything that would be extremely impractical.

If we can correct information, we do this for free, except if it requires a disproportionate amount of effort. We strive to maintain our services in a way that protect information from accidental or harmful destruction. Therefore, when we delete your personal information from our services, we may not always be able to delete associated copies from our archive servers immediately, and the information may not be removed from our backup systems prior to expiration of the retention period.

You have the right to appeal to the Danish supervisory authority at any time ("Datatilsynet") (https://www.datatilsynet.dk/borger/klage-til-datatilsynet/)

#### Information we share

We do not disclose personal data to companies, organizations and individuals outside the Group, except in these cases:

#### When necessary

- We disclose personal information to others under the Financial Business Act and other applicable law, for example, if it is necessary to execute or administer an agreement with you or to handle your insurance claim. For example, we may disclose personal data to business partners for administrative purposes or to organizations, associations, etc., whose membership of the organization, association, etc. is a prerequisite for you to buy or keep your insurance with us.
- If we need to pay you through the "Nemkonto", have your insurance payments processed through BetalingsService or MobilePay, we will pass on your CPR-number or bank registration and account number to our payment service providers, including Nets Denmark A/S and MobilePay A/S.

## With your consent

- We share your personal data to companies, organizations or individuals outside the group, if we have your consent to do so.
- We always require use of consent before sharing sensitive personal data.
- For external data processing.
- We disclose personal data to our data processors and other companies, providing us with administrative services, based on our instructions and in accordance with our privacy policy and other applicable privacy and security measures, such as our data processing agreement.

#### For legal reasons

- We disclose personal information to companies, organizations or individuals outside the group if we believe in good faith that access, use, preservation or disclosure of the information is necessary to:
- Comply with applicable laws, regulations, legal proceedings or legal requests from public authorities.

- Enforce applicable terms of service, including investigation of potential violations.
- Register, prevent or otherwise protect against fraud, security or technical issues.
- Damage the group, our customers or the rights, property or security of the public, as required or
  permitted by law. If you breach your obligations to us, we may report you to credit reporting
  agencies and / or other warning records in accordance with applicable rules.

We may share anonymous information with the public and our partners - such as publishers, advertisers, and affiliate websites.

## Technical and organizational security measures

We work hard to protect the group and our customers from unauthorized access, alteration, disclosure or destruction of personal data that we store. Therefore, we have implemented the following organizational and technical measures in general:

- We use strong encryption on our internet facing services.
- We apply antivirus / antimalware technologies to all IT systems that process personal data.
- We back up all IT systems that process personal data.
- We regularly review our procedures for gathering, storing and processing information, e.g. physical security measures to protect against unauthorized access to the systems.
- We have entered into data processing agreements with the suppliers who process personal data
  on our behalf and regularly carry out risk assessment and evaluation of them, including their level of
  security.
- We have conducted risk assessment and documentation of all systems that process personal data to
  ensure an informed basis for the level of security of the personal data processing, and we
  regularly review this.
- We restrict access to personal information to employees, subcontractors and representatives
  who need to know this information in order to process it for us. These individuals are subject to
  contractual confidentiality requirements and, if not complied with, may face sanctions or be fired.

#### Compliance and cooperation with regulators

We regularly review our own compliance with our Privacy policy. We also adhere to several self-regulatory security policies. When we receive formal written complaints, we contact the sender to follow up on the complaint. We cooperate with the relevant authorities, e.g. the Danish supervisory authority, to resolve complaints regarding the processing of personal data that we cannot resolve directly with our customers.

#### Changes

Our Privacy policy may change from time to time. Any changes to this Privacy policy are indicated on this page, and if significant changes occur, we will make them more noticeable (for some services we will, among other things, inform you about changes by email).

Last updated May 9th, 2018.

## Financial Services Compensation Scheme (FSCS)

ETU Forsikring A/S are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from FSCS if ETU Forsikring A/S is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or You can write to them at PO Box 300, Mitcheldean GL17 1DY.

## Making a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter in the first instance to British Pet Insurance Services.

#### The address for British Pet Insurance Services is:

4 Bridge Road Business Park, Haywards Heath, West Sussex RH16 1TX

**Telephone:** 01444 708840

**Email:** *info@petcover.uk.com* 

Website: www.britishpetinsurance.co.uk

#### Please note:

You must refer your complaint to the Financial Ombudsman Service within six (6) months of the date of our final response.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at: <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

If you have bought a product or service online you can also make a complaint via the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect Your complaint to the appropriate alternative dispute resolution body. For further details visit <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>

## Policy Terms and Conditions

## Demands and Needs – who is this product suitable for?

This product meets the demands and needs of a person who wants cover for the value of their horse if stolen or goes missing and in the event of death following an Injury or Illness with the option to add additional cover if required.

## Important information

This document, the Certificate of Insurance and any related exclusion or clause form your Policy (contract of insurance).

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.

Wherever words appear with a capitalised beginning letter (apart from a beginning of a sentence or section headings) and in bold in this document they will have the meanings shown in the definitions section below.

## It is important that you:

- check the sections you requested are included in the Certificate of Insurance;
- check that the information you have given is accurate (see the "Information You have given Us" section);
- notify British Pet Insurance Services as soon as practicable of any inaccuracies in information you have given us;
- comply with all your duties and obligations under each section and the insurance as a whole.

## 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. We will not return any premium paid by you.

If we establish that you deliberately or recklessly 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, 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
- 4. cancel your insurance in accordance with the "Cancelling this insurance" section below.

We or British Pet Insurance Services will write to you if we:

- 1. intend to treat this insurance as if it never existed; or
- 2. need to amend the terms of your insurance.
- 3. require you to pay more premium for your insurance.

## Things you must do

You must comply with the following conditions. If you fail to do so we may not pay your claim, or any payment could be reduced.

It is an essential part of your insurance that you advise us as soon as practicable of changes to your horse's health or your personal circumstances at the commencement, during the period of insurance and at the renewal of your insurance. The Information you need to tell us about is detailed below.

Your horse's health - You must tell us if your horse has:

- Shown any signs of illness or injury or been unwell regardless of whether your horse was seen by a
  vet for the problem.
- Been seen by a vet for any reason other than routine procedures and/or neutering.
- Had any treatment for which your horse may have been seen by a vet or any issues you have discussed with a vet regarding your horse's health whether any treatment resulted from such discussion.

Your circumstances - You must tell us if:

- You become aware that any details shown on your Certificate of Insurance are incorrect.
- You no longer own the horse shown on your Certificate of Insurance.
- You have concerns regarding your horse's behaviour or any vicious tendencies.
- Your horse develops any vices, such as but not limited to, crib biting, windsucking, box walking, weaving.
- You or anyone who rides or handles the horse suffers from any physical or mental illness or disability.
- Your horse is involved in an incident relating to injury to a person, animal or damage to any property.

## **Changes during the Period of Insurance**

We will not change the cover we provide for your horse during the period of insurance, unless:

- a) You decide to change your horse's cover.
- b) You transfer your horse to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the condition being claimed for first occurred prior to the change in the level of cover.
- c) Further information is provided and there is the requirement to add, remove or update exclusions because of your horse's veterinary history.

## **Premium payment**

You agree to pay us the full amount of the premium, or each instalment where we have agreed that you may pay your premium by instalments, by the date specified on your payment schedule. If you have not paid the premium due under this policy to us by the date specified on your payment schedule, we will have the right to cancel this insurance by notifying you in writing to the address on your Certificate of Insurance or by electronic means to the address last notified to us. If you pay the full premium due to us before the fourteen (14) day notice period expires, notice of cancellation will automatically be revoked and this insurance will remain in force. If not, this insurance will automatically terminate at the end of the fourteen (14) day notice period.

We also reserve the right to have you pay the remainder of the yearly premium immediately. If your instalments are frequently late or missed. When we settle Your claim, we may deduct from the claim, any amount due to us.

## Renewing this insurance

When this policy is due for renewal, we will write to you at least 21 days before the period of insurance ends with full details of your next year's premium and policy terms and conditions. If you pay your premium by Direct Debit instalments your policy will renew automatically with your next year's premium and policy terms and conditions; if you do not want to renew the policy, please contact us. If you need to contact us to discuss your renewal before the expiry of your existing insurance, our contact details can be found on page 6. Occasionally, we may not be able to offer to renew your policy. If this happens, we will write to you at least fourteen (14) days before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

Changes at renewal – Unless we tell you otherwise. When we offer renewal, we may:

- a) Change the premium, excesses and policy terms and conditions.
- b) Place exclusions because of your horse's claims and veterinary history.
- c) Limit or withdraw Third Party Liability cover based on a review of your horse's behaviour, for example, any aggressive tendencies shown by your horse or any incidents where your horse has caused injury or any veterinary conditions which result in your horse being dangerous to ride or handle.

## **Cancelling this insurance**

You may cancel this insurance at any time by notifying us. Our contact details can be found on page 6.

## Cancellation by you within the cooling-off period

This insurance has a cooling-off period of fourteen (14) days from the later of:

- 1. the date you receive this insurance documentation; or
- 2. the start of the period of insurance.

If you cancel this insurance within the cooling-off period, we will provide a full refund of the premium paid unless; you have made a claim or there has been an event that could result in a claim being made. If we pay a claim whether by settlement, compromise or otherwise, no refund of premium will be allowed.

## Cancellation by you after the cooling off-period

If you cancel this insurance outside the cooling-off period, provided you have not made a claim or there has not been an event that could result in a claim, you will be entitled to a refund of the premium paid, subject to a deduction calculated for the time you have been covered.

## Cancellation by us

We may cancel this insurance by giving you fourteen (14) days' notice in writing to the address last notified to us. We will only do this for a valid reason, examples of which are:

- · Non-payment of premium.
- · A change in risk occurring which means that we can no longer provide you with insurance cover.
- Failure to comply with a provision of the policy.
- Non-cooperation or failure to supply any information or documentation we request.
- Misrepresentation to us during negotiations prior to the issue of the policy.
- If a vet advises you have been negligent towards your horse.
- Making a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you.
- Threatening or abusive behaviour or the use of threatening or abusive language.

If we cancel this insurance, provided you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction calculated for any time for which you have been covered.

If we pay any claim, whether by settlement, compromise or otherwise, then no refund of premium will be allowed. Cancellation of the insurance by us does not affect the treatment of any claim arising under the insurance in the period before cancellation.

	Definitions
Accident	means a sudden, unexpected, unusual, and specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All <b>Accident</b> (s) consequent upon or attributable to one source or original cause are treated by <b>Us</b> as one <b>Accident</b> . This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time.
Alternative or Complementary Treatment	<ol> <li>means the cost of any consultation, examination, advice, test and legally prescribed medication for the following procedures where they treat an Illness or Injury;</li> <li>Acupuncture, chiropractic, manipulation, feed supplements, herbal medicine, homeopathy, neutraceuticals, osteopathy, physiotherapy. The Treatment must be carried out either by a Vet or on the Vet's referral by a therapist or farrier who holds a UK recognised qualification in their subject.</li> <li>Hydrotherapy carried out either by a Vet or by a therapist following referral by Your usual Vet.</li> <li>Specialist Farriery (corrective, remedial, therapeutic and/or surgical) carried out by a farrier registered with the FRC (Farriers Registration Council).</li> </ol>
BEVA Guidelines for the Destruction of Horses	means the guidelines stated within a British Equine Veterinary Association (BEVA) document which confirms the criteria which We require the horse's <b>Condition</b> must meet for a claim to be considered by Us for its death. The full guidelines can be found in <i>Section 2 – Death</i> .
Certificate of Insurance	means the relevant <b>Certificate of Insurance We</b> issue, including on renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> including any exclusions and other specific insurance details that apply to <b>Your Policy</b> .
Class of Use	means the purpose for which Your Horse is used and for which it is insured. The activities Your Horse is covered for are shown on Your Certificate of Insurance.
Clinical Sign(s)	means changes in <b>Your Horse</b> 's normal healthy state, <b>Condition</b> or appearance or its bodily functions.
Condition	means any <b>Condition</b> that causes discomfort, dysfunction, distress, including injuries and <b>Illness</b> , disabilities, disorders, <b>Clinical Signs</b> , syndromes, infections, isolated symptoms, deviant behaviours, and atypical variations of structure and function and/or death to the horse afflicted.
Elective Treatment, Diagnostic or Procedure	means any <b>Treatment</b> , diagnostic or procedure <b>You</b> request, which <b>Your Vet</b> confirms is not necessary.
Excess	means the amount stated on Your Certificate of Insurance which You will have to pay in the event of a claim. $ \\$
Immediate Family	means husband, wife, civil partner, life partner, parents, brothers, sisters, sons, daughters, including step relationships.
Illness	means any change to <b>Your Horse</b> 's normal healthy physical state or appearance, sickness or disease.

Injury	means a physical <b>Injury</b> resulting solely and directly from an <b>Accident</b> , not any <b>Injury</b> that happens over a period of time or is of a gradual nature.		
Loan/Lease Agreement	means an agreement where a person other than the owner of the Horse responsible for the Horse's stable, grazing, health and general care.		
Market Value	means the price generally paid for a Horse of the same age, breed, bloodline, sex and ability as <b>Your Horse</b> just before the <b>Injury</b> happened or the <b>Illness</b> first showed <b>Clinical Signs</b> .		
Maximum Benefit	means the most We will pay for the relevant level of cover You have chosen during the Period of Insurance as set out in the Certificate of Insurance, less the applicable Excess.		
Member of a Veterinary Practice	means any person legally employed by a veterinary practice under a contract of employment, other than a Vet who may be The Insured.		
Our Vet	means any Vet appointed or engaged by Us to carry out Treatment to Your Horse or discuss Your Horse's Treatment with Your Vet.		
Policy	means this document and the Certificate of Insurance and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance. For the sake of clarity, it does not include any prior Policy that this is a renewal of or any future Policy that is a renewal of this Policy.		
Period of Insurance	means the period stated in Your Certificate of Insurance. It does not refer to any prior Period of Insurance if the Policy is a renewal of a previous Policy or any future Period of Insurance for any Policy You may enter into with Us upon renewal. Each period is treated as separate. This is normally twelve (12) months but may be less if Your Horse or Saddlery and Tack has been added to Your insurance or it has been cancelled.		
Pre-Existing Condition	<ul> <li>means any Condition(s) or symptom(s), sign(s) or Clinical Sign(s) of any Condition, Injury or Illness occurring or existing in any form that;</li> <li>a) Has happened or first showed Clinical Signs;</li> <li>b) Has the same diagnosis or Clinical Signs as an Injury, Illness or Clinical Sign Your Horse had; or,</li> <li>c) Is caused by, relates to, or results from, an Injury, Illness or Clinical Sign Your Horse had occurring or existing: <ul> <li>Before Your Horse's cover started, or prior to the Policy commencement date;</li> <li>Before the section was added to Your insurance.</li> </ul> </li> <li>This applies no matter where the Injury, Illness or Clinical Sign(s) occurred or happen in, or on, Your Horse's body. This is regardless of whether We place any exclusion(s) for the Injury/ Illness.</li> </ul>		
Riding	means Riding, driving, leading, mounting, dismounting or handling Your Horse.		
Replacement Value	means the price generally paid for new <b>Saddlery and Tack</b> of the same brand, make, age, type and condition, as the <b>Saddlery and Tack</b> that has been stolen or destroyed.		
Saddlery and Tack	means saddles, bridles, leathers, irons, harness and riding tack normally used on Your Horse while it is being used for the activities set out on the Certificate of Insurance, (clothing or personal effects are not included).		
Specialist Farriery	means corrective, remedial, therapeutic and/or surgical farriery.		

Sum Insured	means the amount $\mathbf{You}$ have chosen, and $\mathbf{We}$ have accepted as the most $\mathbf{We}$ will pay.
Treatment	means Veterinary Treatment or Alternative or Complementary Treatment
Twelve (12) months	means a consecutive period of 365 days calculated from and including the date an <b>Injury</b> happens or the first <b>Clinical Signs</b> of an <b>Illness</b> are noticed.
UK	means the United Kingdom, the Isle of Man and the Channel Islands
Vet	means a registered veterinarian, specialist veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in the UK with the RCVS (Royal College of Veterinary Surgeons), other than a Vet who may be The Insured.
Veterinary Fees	means the amount <b>Vets</b> in general or referral practice reasonably and generally charge.
Veterinary Treatment	means the cost of the following when required to treat an Illness or Injury; any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a Vet, a veterinary nurse or another Member of a Veterinary Practice under the supervision of a Vet and any medication legally prescribed by a Vet, which is not routine or Elective Treatment, Diagnostic or Procedure.
We, Us, Our	means ETU Forsikring A/S, Registered Office: Hærvejen 8, DK-6230 Rødekro, Danmark are authorised and regulated by the Finanstilynet (the Danish Financial Regulator). Their Finanstilsynet authorisation reference is 108873. As an Insurance Company authorised within the European Union, ETU Forsikring A/S is permitted to conduct business within the United Kingdom and is authorised by the Financial Conduct Authority. Their UK Financial Conduct Authority authorisation number is 807534.
Your Vet	means the Vet You employ to carry out Your Horse's Treatment.
You, Your, The Insured	means the person(s) named on the Certificate of Insurance.
Your Horse	means the Horse, pony, donkey or other equine named on the <b>Certificate of Insurance</b> under <b>Your Horse</b> 's Details.

## General Conditions

- Conditions of the Policy You must keep to the General Conditions and Special Conditions to have the full protection of the Policy. If You do not, and the Condition You have not kept to relates to a claim, We may refuse or reduce the amount We pay under the claim.
- Caring for Your Horse Throughout the Period of Insurance, You must take all reasonable steps to maintain Your Horse's health and to prevent Injury, Illness and loss.
  - a) You must provide routine or preventative treatment normally recommended by a Vet to prevent Illness or Injury.
  - b) You must arrange and pay for Your Horse to have and to receive any preventative or routine care normally recommended by a Vet to prevent Illness or Injury.
  - c) You must arrange for a Vet to examine and treat Your Horse as soon as possible after it shows Clinical Signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. If We decide, You must also take Your Horse to Our Vet.
  - d) You must arrange and pay for Your Horse to have an annual dental examination carried out by a Vet or a qualified equine dentist. Any treatment recommended as a result of the dental examination must be carried out within the timescales recommended by the Vet or dentist.
  - e) You must keep Your Horse vaccinated against tetanus and equine influenza. If not, the Policy will not cover any costs relating to these Illness(es).
  - f) You must follow a veterinary recommended worming programme for Your Horse and You must keep a record of the dates Your Horse was worm egg counted and/or wormed and the wormer used. The Policy will not cover any costs that result from You not following the worming programme.
  - g) You must make sure anyone Riding Your Horse has the experience to ride it and is able to ride it. They must only use Your Horse for the activities listed in the Class of Use You have chosen, which are shown on Your Certificate of Insurance.
- 3. Required Information When You make a claim You agree to give Us any information We may reasonably ask for. You must send Us a claim form that has been fully completed, any required supporting documents and We will then write to You with Our decision.
- 4. Vet's Information You agree that any Vet has Your permission to release to Us any information We ask for about Your Horse. If the Vet makes a charge for this, You must pay the charge. We will provide any information to a Vet who has treated or is asked to treat Your Horse any information about Your insurance.
- Other insurance If there is any other insurance under which You are entitled to make a claim You
  must report the incident to that insurance company and tell Us their name and address and Your
  Policy and claim number with them. To the extent permitted by law, We will only pay Our share of
  the claim.
- 6. Claims, Paid direct to Vet If We agree for a claim payment to be paid directly to Your Vet and You allow this, then if the Vet, who has treated Your Horse or is about to treat Your Horse, asks for information about Your insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not pay for, how the amount We pay is calculated and if the premiums are paid to date.
- 7. Claims, Vet fee charges If the Veterinary Fees You are charged are higher than the Veterinary Fees normally charged by a general or referral practice, We reserve the right to request a second opinion from Our Vet as to whether the fees are reasonable. If Our Vet does not agree that the Veterinary Fees charged are reasonable We may decide to pay only the Veterinary Fees usually charged by a general or referral practice in a similar area as determined by Our Vet.

- 8. Claims, Over Treatment If We consider the Veterinary Treatment Your Horse receives may not be required or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from Our Vet. If Our Vet does not agree that the Veterinary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment that was necessary to treat the Injury or Illness, as determined by Our Vet.
- 9. Claims, Settlement When We settle Your claim We reserve the right to deduct from the claim amount any amount due to Us.
- 10. If Your Policy is cancelled or comes to an end for any reason all cover will stop on the date the Policy is cancelled/ends and no further claims will be paid. If a section of cover is removed from Your Policy, all cover in that section will stop on the date the section is removed.
- 11. Exclusions can be placed on the cover for Your Horse due to its history and these tell You what cover is not provided under Your Policy. An exclusion can be temporary or permanent. If the exclusion is temporary, upon request We will tell You under what circumstances We will reconsider the exclusion and what information You will need to provide. You must pay for the cost of this information. Please contact Us if You wish to discuss any exclusions on Your Policy.

## 12. Class of Use

- a) You must, always, insure Your Horse in the Class of Use which covers all the activities that Your Horse is used for. The activities Your Horse is covered for are stated on Your Certificate of Insurance. Your Policy does not cover any Illness, Injury or incident which:
  - · Happens when Your Horse is being used for an activity which is not covered by Your Policy, or
  - Is in any way related to Your Horse carrying out an activity that is not covered by Your Policy.
     For example (but not limited to) the Horse goes out hunting and is found to be lame the following morning. If the Policy does not cover hunting, We will not consider any costs for the lameness.
- b) If an activity is listed on Your Certificate of Insurance, Your Policy provides cover when Your Horse is being transported by vehicle or warmed up/cooled down for the purpose of that activity. For example (but not limited to), if cross-country is listed, Your Policy provides cover when You are transporting Your Horse by vehicle and warming it up/cooling it down for the purpose of cross-country. Your Policy does not cover any Illness, Injury or incident which arises from the transportation or warming up/cooling down of Your Horse for an activity which is not listed on Your Certificate of Insurance. The only exception to this is if Your Horse needs to be transported to a veterinary practice; Your Policy will cover Your Horse during transportation for this reason.
- c) You can reduce the Class of Use at renewal only.
- d) You can increase the Class of Use at any time.
- 13. You must at all times insure Your Horse for its current Market Value. It is Your responsibility to ensure the Sum Insured You have chosen, and We have agreed, for Your Horse is kept up to date on Your Policy. You must review the Sum Insured on a regular basis to ensure it accurately reflects the Market Value of Your Horse as this can change over time. In the event of Your Horse's death We will pay the Market Value or Sum Insured whichever is less. If the Market Value at the time of death is lower than the Sum Insured shown on Your Certificate of Insurance:
  - We will only pay the Market Value, and
  - We will not provide any refund of premium for the difference between the Sum Insured and the amount We pay.

#### 14. If Your Horse is on loan to You:

- a) Once Your application is finalised We will write to the owner of the horse. We will confirm the cover in place and advise any claim settlement for Death, Theft or Straying or Permanent Loss of Use will be paid directly to You and not the horse's legal owner, regardless of any arrangements stated in the Loan/Lease Agreement.
- b) If You submit a claim for Death, Theft or Straying or Permanent Loss of Use, We will write to the owner of the Horse to advise the claim has been submitted.
- 15. Your Residence You and Your Horse must live in the UK. If Your address changes, You must advise Us as soon as possible as this may affect the insurance cover provided.

#### 16. Fraudulent Claims

- a) If You make a fraudulent claim under this insurance contract, We:
  - i) Are not liable to pay the claim; and
  - ii) May recover from You any sums paid by Us to You in respect of the claim; and
  - iii) May by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If We exercise Our right under clause a) iii) above:
  - We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act.
- 17. Transferring Insurance This insurance is not transferrable.
- 18. Your Age when cover starts You must have been over the age of 18 at the time You purchased this insurance.

## General Exclusions

Insurance is not intended to cover every single occurrence; in fact, there are some circumstances that this **Policy** will not provide insurance cover for. For example, under all sections of **Your Policy**, **We** do not pay for:

- 1. Any Horse less than 14 days old.
- Any amount if the Injury, Illness or incident is shown as excluded in Your Policy including Your Certificate of Insurance.
- Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 4. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organization in Northern Ireland.
- Any loss caused by or results from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event including any chemical or biological terrorism.
- Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- 7. Any legal expenses resulting from criminal proceedings because of a deliberate act by You.
- 8. The cost of treating any Injury or Illness caused by a malicious act, deliberate Injury or gross negligence caused by You or a member of Your Immediate Family or anyone living with You.
- Your failure to take all reasonable precautions to protect Your Horse from aggravating or prolonging an Injury or Illness.

- Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of Your Horse.
- 11. Any amount which results from You acting or behaving unlawfully, and any fines or penalties.
- 12. Any amount caused by, happening through, in consequence of or contributed to by avian influenza or any mutant variation relating to it.
- 13. Any amount resulting from a disease transmitted from animals to humans.
- 14. Any pandemic disease that causes widespread Illness, death or destruction affecting horses.
- 15. Any amount resulting from an Illness that Your Horse contracted while outside the UK that it would not normally have contracted in the UK.
- **16**. Any costs caused because any government or public or local authority or any person or body having the jurisdiction to do so, have put restrictions on **Your Horse**.
- 17. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by You or an Act of Parliament.
- 18. Any amount if **Your Horse** is confiscated or destroyed under the order of any government, public or local authority or any other authority.
- 19. Any Horse not vaccinated against tetanus and equine influenza or any other disease that there is a known vaccine and Vets recommend vaccination. If not, the Policy will not cover any costs relating to these Illness(es).
- 20. Any Horse not wormed as regularly as normally recommended by a Vet. You must keep a record of the dates Your Horse was worm egg counted and/or wormed and the wormer used. The Policy will not cover any costs that result from You not following the worming programme.
- 21. Your legal liability for payment of compensation in respect of:
  - · Death, bodily Injury or Illness, and/or
  - · Physical loss of or damage to property.

Other exclusions may apply to Your Policy, including the exclusions to all cover sections under the heading "What We Will Not Pay". Other exclusions may also be shown on Your Certificate of Insurance and/or on any other document We give You that We tell You forms part of Your Policy.

## Cover

At British Pet Insurance Services, We are proud of the insurance cover We provide for horses. In return for the payment of Your premium, We will provide cover in the following sections if they are shown on Your Certificate of Insurance. The cover applies within the UK during the Period of Insurance.

Benefit limits do apply to some items covered under the **Policy**. You should read **Your Policy** carefully so that **You** are aware of what limits may be applicable in the event of a claim.

If You take out Your Policy when Your Horse is outside the UK, Your Policy will start when Your Horse enters the UK.

## Section 1 - Theft or Straying

## What We Will Pay

If Your Horse is stolen or goes missing during the Period of Insurance, We will pay:

- The Sum Insured or the Market Value of Your Horse whichever is less, if it is not found or does not return.
- The cost of advertising to try and find Your Horse and the reward You have offered when Your Horse is found.

## What We Will Not Pay

- More than the Sum Insured or the Market Value of Your Horse whichever is less.
- Any amount if You do not have Section 2 Death as shown as covered on the Certificate of Insurance.
- 3. More than £300 for the cost of advertising and the reward **You** have paid.
- 4. Any amount if You or the person looking after Your Horse has freely parted with it, even if tricked into doing so, unless the person was looking after or transporting Your Horse in return for money, goods or services.
- 5. Any amount for the death of an unborn foal, embryo or foetus.
- Any amount if the theft or loss of Your Horse involves Your employee's dishonesty.
- Any amount arising from unexplained disappearance, escape or voluntary parting of possession or title to Your Horse as a result of You being induced by fraud, trickery or similar false pretences.
- 8. Any reward paid to a member of Your Immediate Family, any person living with You or employed by You or the person who has Your Horse on loan.
- Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of Your Horse.
- 10. If a claim has not been submitted within twelve (12) months of Your Horse going missing, this will not be covered by the Policy.
- 11. We will not make any claims payment until We have received the following;
  - Evidence of Your legal ownership of the Horse (passport or purchase receipt showing You as owner).
  - If the horse was on loan or leased, a copy of the Loan/Lease Agreement, signed by both parties
    and either Your Horse's passport or purchase receipt showing the owners name.

#### Special Conditions That Apply to Theft and Straying

- To submit a claim under this section Your Horse must have been missing for 90 days and You must have advertised the loss of Your Horse and when You claim You must provide evidence showing the advertising took place.
- 2. You must notify the police as soon as You discover Your Horse has been stolen or gone missing.

If Your Horse is found or returns, You must repay the amount We have paid You for Your Horse's Market Value.

If We pay a claim under Section 1 - Theft or Straying, Your Policy is cancelled from the day after Your Horse went missing.

## Section 2 - Death

## **Death from Injury or Illness**

#### What We Will Pay

The Sum Insured or the Market Value of Your Horse, whichever is less following death or euthanasia by a Vet as a result of an Injury or Illness that happens or first shows Clinical Signs, during the Period of Insurance.

#### What We Will Not Pay

- 1. More than the Sum Insured or the Market Value, whichever is less.
- Any amount if the death or euthanasia of Your Horse happens more than Twelve (12) months after the date the Injury happened, or the first Clinical Signs of the Illness were noticed that led to the death or euthanasia.
- 3. Any amount if the death of Your Horse results from a Pre-Existing Condition.
- Any amount if the death of Your Horse results from an Illness which starts in the first 14 days of cover. This means
  - An Illness that showed Clinical Signs in the first 14 days of Your Horse's first Period of Insurance
    or the first 14 days of the date the section was added to Your insurance.
  - An Illness that has the same diagnosis or Clinical Signs, as an Illness that showed Clinical Signs in the first 14 days of the date the section was added to Your insurance.
  - An Illness that is caused by, relates to, or results from, a Clinical Sign that was noticed in the first 14 days of Your Horse's first Period of Insurance or the first 14 days of the date the section was added to Your insurance.
- Any amount if Your Vet or Our Vet believes the Illness, or Injury Your Horse is suffering from can be treated.
- 6. Any amount if the euthanasia of Your Horse is carried out before You tell Us about Your or Your Vet's decision for euthanasia, unless Your Vet believes Your Horse was in so much pain that it needed immediate euthanasia and there was not time for You to tell Us. Before Your Horse is euthanised We recommend that You ask Your Vet if Your Horse's Condition meets BEVA Guidelines for the Destruction of Horses to understand if You are able to submit a claim under this insurance.
- 7. Any amount if the death or euthanasia of Your Horse results from; an Illness or Injury that happened; or, an Illness or Injury which is the same as, or has that same diagnosis or Clinical Signs as an Illness or Injury that happened; or an Illness or Injury that is caused by, relates to or results from an Illness or Injury that happened before:
  - · Your Horse's cover started: or.
  - the date this section was added to Your insurance, no matter where the Injury happened in or on Your Horse's body.
- Any amount if Your Horse is euthanised and its Condition does not meet the current BEVA Guidelines for the destruction of horses.
- 9. Any amount if You, an Immediate Family member, anyone living with You, anyone working for You or anyone looking after Your Horse deliberately caused the death or euthanasia of Your Horse.
- 10. Any amount if the death or euthanasia of Your Horse results from medication unless it is given by a Vet or under the direction of a Vet.

- Any amount if the death or euthanasia of Your Horse results from a vice or from Your Horse's behaviour.
- 12. Any amount for a mare's unborn foal, embryo or foetus.
- 13. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of Your Horse.
- 14. The cost of a post mortem examination and/or report.
- 15. The cost of having Your Horse euthanised, cremated, buried or any other form of disposal.
- 16. Any amount if the death or euthanasia of Your Horse results from an Injury or an Illness while taking part in or is related in any way to an activity not shown or covered on Your Certificate of Insurance.
- 17. If a claim has not been submitted within twelve (12) months after the death of Your Horse, this will not be covered by the Policy.
- 18. If You start the cover after Your Horse's 20th birthday Your cover will be Injury only under the Death from Injury (Veteran Plan).
- 19. If You start the "Death from Injury or Illness" cover before Your Horse's 20th birthday, at the renewal following Your Horse's 25th birthday, this coverage will automatically change to the "Death from Injury (Veteran Plan)" which is Injury only and all cover for Illness will stop.
- 20. Any amount if the death of Your Horse results from an Illness if Your Horse is on the Death from Injury (Veteran Plan).

## **Death from Injury (Veteran Plan)**

## What We Will Pay

The Sum Insured or the Market Value of Your Horse, whichever is less, following death or euthanasia by a Vet as a result of an Injury that happens during the Period of Insurance.

## What We Will Not Pay

- 1. More than the Sum Insured or the Market Value of Your Horse, whichever is less.
- 2. Any amount if the death or euthanasia of Your Horse happens more than Twelve (12) months after the date the Injury that caused the death or euthanasia.
- 3. Any amount if the death of Your Horse results from a Pre-Existing Condition.
- 4. Any amount if Your Vet or Our Vet believes the Injury Your Horse is suffering from can be treated.
- 5. Any amount if the euthanasia of Your Horse is carried out before You tell Us about Your or Your Vet's decision for euthanasia, unless Your Vet believes Your Horse was in so much pain that it needed immediate euthanasia and there was not time for You to tell Us. Before Your Horse is euthanised We recommend that You ask Your Vet if Your Horse's Condition meets BEVA Guidelines for the Destruction of Horses to understand if You are able to submit a claim under this insurance.
- 6. Any amount if the death or euthanasia of Your Horse results from; an Injury that happened; or, an Injury which is the same as, or has that same diagnosis or Clinical Signs as an Injury that happened; or an Injury that is caused by, relates to or results from an Injury that happened before:
  - · Your Horse's cover started: or.
  - the date this section was added to Your insurance, no matter where the Injury happened in or on Your Horse's body.
- Any amount if Your Horse is euthanised and its Condition does not meet the current BEVA Guidelines for the destruction of horses.
- 8. Any amount if You, an Immediate Family member, anyone living with You, anyone working for You or anyone looking after Your Horse deliberately caused the death or euthanasia of Your Horse.

- Any amount if the death or euthanasia of Your Horse results from medication unless it is given by a Vet or under the direction of a Vet.
- Any amount if the death or euthanasia of Your Horse results from a vice or from Your Horse's behaviour.
- 11. Any amount for a mare's unborn foal, embryo or foetus.
- 12. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of Your Horse.
- 13. The cost of a post mortem examination and/or report.
- 14. The cost of having Your Horse euthanised, cremated, buried or any other form of disposal.
- 15. Any amount if the death or euthanasia of Your Horse results from an Injury while taking part in or is related in any way to an activity not shown or covered on Your Certificate of Insurance.
- 16. If a claim has not been submitted within twelve (12) months after the death of Your Horse, this will not be covered by the Policy.

# Special Conditions That Apply To Death (Death by Injury or Illness and Death from Injury (Veteran Plan))

- 1. You must tell Us as soon as possible if Your Horse shows any Clinical Signs of an Injury or an Illness.
- 2. If You or Your Vet decides on euthanasia of Your Horse You must tell Us immediately.
- 3. If Your Vet and Our Vet do not agree that the Illness or Injury Your Horse is suffering from can be treated or that it is humane to keep Your Horse alive, We may employ another specialist Vet, who You agree We can employ. The specialist Vet will examine Your Horse and all parties will accept this Vet's opinion.
- You must immediately arrange for a Vet to examine and treat Your Horse if it shows Clinical Signs of an Injury or an Illness. And, if We decide, You must arrange for Your Horse to go to another Vet that We have chosen.
- 5. For Injuries, the period of Twelve (12) months will start from the date the Injury first happened.
- 6. For Illness(es), the period of Twelve (12) months will start from the date the Illness or Clinical Signs were first noticed. If Your Horse has suffered the same Clinical Signs or has been diagnosed with the same Illness in the past, the Twelve (12) months cover will start from the very first time Your Horse suffered from the Clinical Signs/Illness. This applies in all cases regardless of whether:
  - The Clinical Signs/Illness presents in the same or different part of the body, and/or
  - Your Vet confirms the past and current Illness(es) are, or are not, linked.
- Cover is for an Injury or Illness for Twelve (12) months providing You renew the Policy and
  continue to pay the premium and after that time all cover for the Injury/Illness will stop. If Your
  Horse is covered under the Veteran Plan Your cover is limited to Injury only.
- 8. You must take proper care of Your Horse and take all reasonable steps to maintain Your Horse's health. You must arrange, at Your own expense, for Your Horse to have any Treatment normally recommended by a Vet to prevent Injury or Illness.
- 9. If We pay a claim under Section 2- Death, Your Policy is cancelled from the day after Your Horse's death.
- 10. Following the death or euthanasia of Your Horse You must arrange and pay for a post mortem examination and/or report.
- 11. We will not make any claims payment until We have received the following;
  - Evidence of Your legal ownership of the horse (passport or purchase receipt showing You as owner).
  - If the horse was on loan or leased, a copy of the Loan/Lease Agreement, signed by both parties and either Your Horse's passport or purchase receipt showing the owner's name.

## BEVA Guidelines for the Destruction of Horses under All Risks of Mortality Insurance Policy (1996)

This section states the wording as it appears in the British Equine Veterinary Association (BEVA) document, the BEVA Guidelines for the Destruction of Horses Under All Risks Mortality Insurance Policy. Source: BEVA. If you require any further information, please go to the BEVA website - www.beva.org.uk

- BEVA considers that the decision to advise an owner to destroy a horse on humane grounds must be
  the responsibility of the attending veterinary surgeon, based on his or her assessment of the clinical
  signs at the time of examination, regardless of whether the horse is insured. The veterinary
  surgeon's primary responsibility is to ensure the welfare of the horse.
- 2. BEVA recognises that there may be occasions when the attending veterinary surgeon will advise euthanasia but that such a decision may not necessarily lead to a successful insurance claim. It is important that all parties are aware of this potential conflict of interests before a horse is destroyed. It is the owner's responsibility to ensure compliance with any policy contract with an insurer.
- 3. As a guide, BEVA considers that an affected horse will need to meet the following requirements to satisfy a claim under a mortality insurance policy: "That the insured horse sustains an 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 of 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.
- 4. Insurance companies frequently require some form of examination after death. Owners should be made aware that it is in their best interests to retain the carcass, or appropriate parts, for this purpose. The horse should be positively identified.
- 5. It should be stressed that in the event of a horse being destroyed on grounds which justify a claim it is still the responsibility of the insured to prove that all Policy Terms and Conditions are complied with and were current at the time of the incident.

## Section 3 - Disposal

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

#### What We Will Pav

The cost to remove and dispose of Your Horse's body following death or euthanasia as a result of an Injury that happens or an Illness that first shows Clinical Signs during the Period of Insurance.

## What We Will Not Pay

- 1. More than the Maximum Benefit shown on Your Certificate of Insurance.
- 2. Any amount if You do not have Section 2 Death shown as covered on the Certificate of Insurance.
- 3. Any amount if death or euthanasia of Your Horse is not covered under Section 2 Death
- 4. If a claim has not been submitted within twelve (12) months after the death of Your Horse, this will not be covered by the Policy.

## **Special Conditions That Apply To Disposal**

- If You start the cover after Your Horse's 20th birthday Your cover will be Injury only under the Veteran Plan.
- If You start the cover for Disposal before Your Horse's 20th birthday at the renewal following Your Horse's 25th birthday, this coverage will automatically change to the Veteran Plan which is Injury only and all cover for Illness will stop.

## Section 4 - Veterinary Fees

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance** 

## **Veterinary Fees for Injury or Illness**

#### What We Will Pay

The cost of Veterinary Treatment Your Horse receives to treat an Injury that happens or an Illness that first shows Clinical Signs during the Period of Insurance.

#### **What You Pav**

For each Illness or Injury that is not related to any other Illness or Injury, for each claim You must pay the Excess amount shown on Your Certificate of Insurance towards the cost of Veterinary Treatment.

## What We Will Not Pay

- More than the Maximum Benefit shown on Your Certificate of Insurance for each unrelated Injury or Illness.
- 2. The cost of any Veterinary Treatment Your Horse receives after Twelve (12) months from the date the Injury happened or the Illness first showed Clinical Signs.
- The cost of any Treatment for an Illness which starts in the first fourteen (14) days of cover.
  - An Illness that showed Clinical Signs in the first fourteen (14) days of Your Horse's first Period of Insurance or the first fourteen (14) days of the date the section was added to Your insurance.
  - An Illness that has the same diagnosis or Clinical Signs, as an Illness that showed Clinical Signs in the first fourteen (14) days of the date the section was added to Your insurance.
  - An Illness that is caused by, relates to, or results from, a Clinical Sign that was noticed in the
    first fourteen (14) days of Your Horse's first Period of Insurance or the first fourteen (14) days of
    the date the section was added to Your insurance.
- 4. The cost of any Veterinary Treatment for a Pre-Existing Condition.
- 5. The cost of any medicines or materials prescribed or supplied to be used after Twelve (12) months from the date the Injury happened or the Illness first showed Clinical Signs.
- 6. The cost of acupuncture, chiropractic, manipulation, feed supplements, herbal medicine, homeopathy, neutraceuticals, osteopathy, physiotherapy, hydrotherapy, Specialist Farriery or any other Alternative or Complementary Treatment. This includes any Veterinary Treatment specifically needed to carry out the particular Alternative or Complementary Treatment. Please refer to Section 5 Alternative or Complementary Treatment where details of cover can be found if shown as covered on Your Certificate of Insurance.
- 7. The cost of any Veterinary Treatment a Vet normally recommends to prevent Injury or Illness.
- 8. Extra costs for treating Your Horse outside usual veterinary practice hours, unless the Vet confirms an emergency consultation is essential, regardless of Your personal circumstances.
- The cost of Treatment, which is not Veterinary Treatment that You could carry out yourself, unless
  the Vet confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of
  Your personal circumstances. This includes controlled exercise and the use of horse-walkers.
- 10. The cost of buying or hiring equipment or machinery.
- 11. The cost of transplant surgery, including pre and post-operative care, other than stem cell therapy.
- 12. The cost of any Elective Treatment, Diagnostic or Procedure that You choose to have carried out that is not required to treat an Injury or Illness, including any complications that arise from this Treatment.
- 13. The cost of any Veterinary Treatment that results from a vice or from Your Horse's behaviour.
- 14. The cost of vaccinations, castration, removing wolf teeth, other than the cost of treating any complications caused by these procedures.

- 15. The cost of any Treatment for abortion, pregnancy and foaling, unless needed due to a complication of pregnancy or giving birth.
- 16. The cost of any Veterinary Treatment for any Injury or Illness deliberately caused by You or a member of Your Immediate Family, or anyone living with You or employed by You.
- 17. Any amount if the Veterinary Treatment results from an Injury or an Illness while taking part in or is related in any way to an activity not shown or covered on Your Certificate of Insurance.
- 18. The cost of euthanasia, cremation, burial or disposal of Your Horse.
- 19. The cost of a post mortem examination and or report.
- 20. The cost of dental Treatment unless Your Horse had a dental examination (See General Condition 2. d) carried out by a Vet or a qualified equine dentist in the Twelve (12) months before the Clinical Signs of the Injury or Illness were first noted.
- 21. The cost of livery, stabling, grazing, feeding; or any changes in the way You look after Your Horse or any amount You normally pay for shoeing and/or the care of Your Horse's feet.
- 22. The cost of any Treatment, which is not Veterinary Treatment that You could carry out yourself, unless the Vet confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of Your personal circumstances.
- 23. Any costs for transporting/travelling to or from a place of treatment either for Your Horse or Your Vet. Please refer to Section 6 Hospitalisation and Transportation where details of cover can be found if shown as covered on Your Certificate of Insurance.
- 24. The cost of any Veterinary Treatment that results from an Injury or an Illness while taking part in an activity not shown as covered on Your Certificate of Insurance.
- 25. The cost of any Veterinary Treatment that Your Vet and Our Vet do not agree if We have advised that this agreement is required.
- 26. If a claim has not been submitted within twelve (12) months of Your Horse receiving Veterinary Treatment, this will not be covered by the Policy.
- 27. The cost of any Veterinary Treatment for an Illness if Your Horse is aged 20 years or over, unless coverage started before Your Horse's 20th birthday.

## **Veterinary Fees for Injury (Veteran Plan)**

## What We Will Pay

The cost of Veterinary Treatment Your Horse receives to treat an Injury that happened during the Period of Insurance.

## What You Pay

For each Injury that is not related to any other Injury, for each claim You must pay the Excess as shown on Your Certificate of Insurance towards the cost of Veterinary Treatment.

#### What We Will Not Pav

- 1. More than the Maximum Benefit shown on Your Certificate of Insurance for each unrelated Injury.
- The cost of any Veterinary Treatment Your Horse receives after Twelve (12) months from the date the Injury happened.
- 3. The cost of any Veterinary Treatment for a Pre-Existing Condition.
- The cost of any medicines or materials prescribed or supplied to be used after Twelve (12) months from the date the Injury happened.
- 5. The cost of acupuncture, chiropractic, manipulation, feed supplements, herbal medicine, homeopathy, neutraceuticals, osteopathy, physiotherapy, hydrotherapy, Specialist Farriery or any other Alternative or Complementary Treatment. This includes any Veterinary Treatment specifically needed to carry out the particular Alternative or Complementary Treatment. Please refer to Section 5 Alternative or Complementary Treatment where details of cover can be found if shown as covered on Your Certificate of Insurance.

- 6. The cost of any Veterinary Treatment a Vet normally recommends to prevent Injury.
- 7. The cost of any Veterinary Treatment You choose to have carried out that is not required to treat an Injury, including any complications that arise from this Treatment.
- 8. The cost of any Veterinary Treatment that results from a vice or from Your Horse's behaviour.
- 9. The cost of vaccinations, castration, removing wolf teeth, other than the cost of treating any complications caused by these procedures.
- 10. The cost of any Treatment for abortion, pregnancy and foaling, unless needed due to a complication or pregnancy or giving birth.
- 11. Extra costs for treating Your Horse outside usual veterinary practice hours, unless the Vet confirms an emergency consultation is essential, regardless of Your personal circumstances.
- 12. The cost of Treatment, which is not Veterinary Treatment that You could carry out yourself, unless the Vet confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of Your personal circumstances. This includes controlled exercise and the use of horse-walkers.
- 13. The cost of buying or hiring equipment or machinery.
- 14. The cost of transplant surgery, including pre and post-operative care, other than stem cell therapy.
- 15. The cost of any Elective Treatment, Diagnostic or Procedure that You choose to have carried out that is not required to treat an Injury, including any complications that arise from this Treatment.
- 16. The cost of dental Treatment unless Your Horse had a dental examination carried out by a Vet or a qualified equine dentist in the Twelve (12) months before the Clinical Signs of the Injury were first noted.
- 17. The cost of any Veterinary Treatment for any Injury deliberately caused by You or a member of Your Immediate Family, or anyone living with You or employed by You.
- 18. The cost of euthanasia, cremation, burial or disposal of Your Horse.
- 19. The cost of a post mortem examination and or report.
- 20. The cost of livery, stabling, grazing, feeding; or any changes in the way You look after Your Horse or any amount You normally pay for shoeing and/or the care of Your Horse's feet.
- 21. Any costs for transporting/travelling to or from a place of treatment either for Your Horse or Your Vet. Please refer to Section 6 Hospitalisation and Transportation where details of cover can be found if shown as covered on Your Certificate of Insurance.
- 22. The cost of any Veterinary Treatment that results from an Injury while taking part in an activity not shown as covered on Your Certificate of Insurance.
- 23. The cost of any Veterinary Treatment that Your Vet and Our Vet do not agree if We have advised that this agreement is required.
- 24. If a claim has not been submitted within twelve (12) months of Your Horse receiving Veterinary Treatment, this will not be covered by the Policy.

## Special Conditions That Apply To Veterinary Fees (Veterinary Fees for Injury or Illness and Veterinary Fees for Injury (Veteran Plan))

- 1. You must tell Us as soon as possible if Your Horse shows any Clinical Signs of an Injury or an Illness.
- You must immediately arrange, at Your own expense, for a Vet to examine and treat Your Horse if it shows Clinical Signs of an Injury or an Illness, and, if We decide, We will refer the case history to a Vet that We have chosen. If We request, You must arrange for Your Horse to go to another Vet that We have chosen.
- 3. If You decide to take Your Horse to a different Vet for a second opinion because You are unhappy with the diagnosis or Treatment provided, You must tell Us before You arrange an appointment with them. If You do not, We will not pay any costs relating to the second opinion. If We request, You must arrange for Your Horse to go to a Vet that We have chosen. If We decide that the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.

- 4. We may decide that We need Our Vet to agree Your Horse's Veterinary Treatment with Your Vet before it is carried out. We will advise You if this agreement is required.
- 5. If We receive a request to pay the claim payment direct to a veterinary practice or referral centre, We have the right to decline this request.
- 6. If Your Vet and Our Vet do not agree on the Veterinary Treatment for Your Horse, We may employ another specialist Vet, who You agree We can employ. The specialist Vet will examine Your Horse and all parties will accept this Vet's opinion of the Veterinary Treatment Your Horse needs.
- 7. It is Your responsibility to ensure the veterinary practice is paid within the required time frame. If an additional charge is added to the cost of Treatment due to the late payment of fees, We will deduct this charge from the claim settlement. If the veterinary practice or therapist provides a discount for paying the cost of Treatment within a certain time frame, You must provide payment within this time frame. If You do not, We will deduct the discount, which would have been provided, from the claim settlement.
- 8. For Injuries, the period of Twelve (12) months and the Maximum Benefit will start from the date the Injury happened. If Your Horse has more than one Injury, they are considered one Injury if:
  - · Diagnosed as the same Injury, or
  - They happen at the same time, or
  - · Are caused by, or relate to, one another,

One period of Twelve (12) months and one Maximum Benefit will apply to the Treatment for all Injuries.

- 9. For Illness(es), the period of Twelve (12) months and the Maximum Benefit will start from the date the Illness or Clinical Signs were first noticed. If Your Horse has suffered the same Clinical Signs or has been diagnosed with the same Illness in the past, the Twelve (12) months cover and the Maximum Benefit will start from the very first time Your Horse suffered from the Clinical Signs/ Illness. This applies in all cases regardless of whether:
  - The Clinical Signs/Illness presents in the same or different part of the body, and/or
  - Your Vet confirms the past and current Illness(es) are, or are not, linked.
- 10. After We have paid the cost of Treatment for Twelve (12) months (or the Maximum Benefit) We will not pay for any more Treatment for that Injury or Illness, or anything which is caused by or related to it. We will also no longer cover any Illness or Injury which has the same diagnosis. This applies in all cases regardless of whether:
  - The Injury or Illness presents in the same or different part of the body, and/or
  - Your Vet confirms the past and current Illness(es) are, or are not, linked.
- 11. If Your Horse suffered from an Illness and it has the same diagnosis as an Illness which happened
  - a) Before Your Policy started, or
  - b) In the first 14 days of Your Horse's first Period of Insurance

The Illness will not be covered by the Policy. This applies in all cases regardless of whether:

- The Illness presents in the same or different part of the body, and/or
- Your Vet confirms the past and current Illness(es) are, or are not, linked.
- 12. Cover is for an Injury or Illness for Twelve (12) months providing You renew the Policy and continue to pay the premium and after that time all cover for the Injury/Illness will stop. If Your Horse is covered under the Veteran Plan Your cover is limited to Injury only.
- 13. For the purposes of this Section, the following will be treated as one claim:
  - all Injuries sustained in or arising out of the same Accident;
  - · lameness of more than one limb;
  - any subsequent Injury or Illness arising as a complication or consequence of the original Injury, Illness or Clinical Sign(s) or arising as a consequence of Veterinary Treatment for the original Injury or Illness.

- 14. If a number of Injuries, Illness(es), or Clinical Signs are diagnosed as one Injury or Illness, or it is found that they are caused by, or relate to another Injury or Illness, the period of Twelve (12) months will start from the date in the Period of Insurance that the first Injury happened or the first Clinical Signs of any of the Illness(es) were noticed.
- 15. To claim for items which have not been purchased from the veterinary practice, the Vet must confirm the items are required to treat an **Injury** or **Illness** and the quantities needed.
- 16. If Your Horse stays at a veterinary practice or hospital the Policy covers the cost of veterinary and nursing care. This section does not cover any charges made by the practice/hospital for livery, stabling, grazing, bedding and feeding. Please refer to Section 6 Hospitalisation and Transportation where details of cover can be found if shown as covered on Your Certificate of Insurance.
- 17. If You start the cover after Your Horse's 20th birthday Your cover will be Injury only under the Veteran Plan.
- 18. If You start the cover for Veterinary Fees before Your Horse's 20th birthday at the renewal following Your Horse's 25th birthday, this coverage will automatically change to the Veteran Plan which is Injury only and all cover for Illness will stop.

## Section 5 – Alternative or Complementary Treatment

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

## What We Will Pay

The cost of Alternative or Complementary Treatment Your Horse receives to treat an Injury that happens or an Illness that first shows Clinical Signs during the Period of Insurance if recommended by a Vet following examination.

## What We Will Not Pay

- More than the Maximum Benefit for the combined Treatment costs of all Illness(es) and Injuries for Alternative or Complementary Treatment in the Period of Insurance.
- Any amount if the Injury or Illness the Alternative or Complementary Treatment is treating is not
  coverable under the Veterinary Fees section of cover You have on this Policy. Please see Section 4 –
  Veterinary Fees and refer to Your Certificate of Insurance for further details.
- The cost of any Treatment that You could carry out yourself, unless the Vet or therapist confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of Your personal circumstances. This includes controlled exercise and the use of horse-walkers.
- If a claim has not been submitted within twelve (12) months of Your Horse receiving Alternative or Complementary Treatment, this will not be covered by the Policy.

#### Special Conditions That Apply To Alternative or Complementary Treatment

- 1. If Your claim is for Specialist Farriery, We will deduct the amount You normally pay for shoeing and/ or the care of Your Horse's feet from the amount You have been charged for Specialist Farriery.
- If You start the cover after Your Horse's 20th birthday Your cover will be Injury only under the Veteran Plan.
- If You start the cover before Your Horse's 20th birthday at the renewal following Your Horse's 25th birthday, this section will automatically change to the Veteran Plan which is Injury only and all cover for Illness will stop.

## Section 6 - Hospitalisation and Transportation

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

## What We Will Pay

The cost of:

- 1. Transportation costs to, and from, a veterinary college or hospital, and
- 2. Livery charges at a veterinary college or hospital.

Where Your Horse has been referred for a second opinion or specialist Treatment for an Injury that happened or an Illness that first showed Clinical Signs during the Period of Insurance.

## What We Will Not Pay

- 1. More than the Maximum Benefit for all livery and transportation costs in the Period of Insurance.
- Any amount if the transportation or livery relates to an Illness or Injury that is not coverable under the Veterinary Fees section of cover You have on this Policy. Please see Section 4 – Veterinary Fees and refer to Your Certificate of Insurance for further details.
- 3. Any amount unless Your Vet has referred Your Horse for a second opinion or specialist Treatment.
- 4. If a claim has not been submitted to Us twelve (12) months after the date of Your Horse's visit to the veterinary college or hospital, this will not be covered by the Policy.

## Special Conditions That Apply To Hospitalisation and Transportation

- If You start the cover after Your Horse's 20th birthday Your cover will be Injury only under the Veteran Plan.
- 2. If You start the cover Hospitalisation and Transportation before Your Horse's 20th birthday at the renewal following Your Horse's 25th birthday, this coverage will automatically change to the Veteran Plan which is Injury only and all cover for Illness will stop.
- 3. If the transport belongs to You or member of Your Immediate Family, or it has been lent to You free of charge, We will only cover the fuel costs You incur, for travel between Your Horse's usual residence and the veterinary college or hospital.

## Section 7 - Permanent Loss of Use

This section is an optional extra benefit and only applies if it is shown as covered on **Your Certificate of Insurance**.

## What We Will Pay

The Market Value of Your Horse if an Injury happens or an Illness first shows Clinical Signs, during the Period of Insurance, which results in Your Horse never being able to take part in any one of the activities as set out on the Certificate of Insurance.

If Your Horse can no longer be ridden or used for breeding, We will pay a percentage of the Market Value (or Sum Insured, whichever is less). The percentage We will pay is shown on Your Certificate of Insurance.

If Your Horse can still be ridden or used for breeding, We will reduce the amount We will pay to 60% of the selected percentage. This means that if You have chosen permanent loss of use at:

100%. We will pay 60%

75%, We will pay 45%

50%, We will pay 30%

Of the Market Value (or Sum Insured, whichever is less) of Your Horse.

## What We Will Not Pay

- More than the percentage of the Sum Insured or the Market Value of Your Horse whichever is less, as set out on the Certificate of Insurance.
- Any amount if the permanent loss of use happens more than Twelve (12) months after the date the Injury happened, or the Illness first showed Clinical Signs.
- Any amount for permanent loss of use if Your Vet and Our Vet do not agree that Your Horse will never be able to take part in any one of the activities set out on the Certificate of Insurance.
- 4. Any amount if the permanent loss of use is caused by a Pre-Existing Condition.
- 5. Any amount if the permanent loss of use is caused by an Illness which starts in the first fourteen (14) days.

#### This means

- An Illness that showed Clinical Signs in the first fourteen (14) days of Your Horse's first Period of Insurance or the first fourteen (14) days of the date the section was added to Your insurance.
- An Illness that has the same diagnosis or Clinical Signs, as an Illness that showed Clinical Signs in the first fourteen (14) days of the date the section was added to Your insurance.
- An Illness that is caused by, relates to, or results from, a Clinical Sign that was noticed in the first fourteen (14) days of Your Horse's first Period of Insurance or the first fourteen (14) days of the date the section was added to Your insurance.
- Any amount for permanent loss of use if caused by an Injury or Illness which results from taking part in or is related in any way to an activity not shown or covered on Your Certificate of Insurance.
- 7. Any amount for permanent loss of use resulting from or connected with any activity **Your Horse** has never taken part in or been trained to do.
- 8. Any amount for permanent loss of use if **Your Horse** cannot breed if this is caused by something that is not an **Illness** or **Injury**.
- Any amount for permanent loss of use if Your Horse is under 2 years of age or 17 years old or over at the beginning of the Period of Insurance as set out on Your Certificate of Insurance.
- 10. Any amount if the permanent loss of use for Your Horse results from a vice or it's behaviour.
- 11. Any amount for permanent loss of use if Your Horse is not allowed to take part in any competition/ show because of any blemish or scar or any regulations about horses that have had a Hobday operation or any other operation for a respiratory system disorder.
- 12. Any amount for permanent loss of use unless the Illness or Injury prevents Your Horse from physically taking part in an activity.
- 13. If a claim has not been submitted within twelve (12) months of Your Horse receiving Treatment, this will not be covered by the Policy.

## **Special Conditions That Apply To Permanent Loss of Use**

- You must immediately arrange, at Your expense, for a Vet to examine and treat Your Horse if it shows Clinical Signs of an Injury or an Illness, and, if We decide, We will refer the case history to a Vet that We have chosen. If We request, You must arrange for Your Horse to go to another Vet that We have chosen.
- 2. If it is Your Vet's opinion that Your Horse will never take part in any one of the activities set out on the Certificate of Insurance You must send Us a report from Your Vet giving details of Your Horse's Illness or Injury and the reasons for the opinion.
- We may decide that We need Our Vet to agree with Your Vet that Your Horse will never be able to take part in any one of the activities set out on the Certificate of Insurance.
- 4. If Your Vet and Our Vet do not agree that Your Horse will never take part in any one of the activities set out on the Certificate of Insurance, We may employ another specialist Vet, who You agree We can employ. The specialist Vet will examine Your Horse and all parties will accept this Vet's opinion.

- Cover is for an Injury or Illness for Twelve (12) months providing You renew the Policy and continue to pay the premium and after that time all cover for the Injury/Illness will stop.
- 6. For Injuries, the period of Twelve (12) months will start from the date the Injury happened. If Your Horse has more than one Injury, if they are:
  - · Diagnosed as the same Injury, or
  - They happen at the same time, or
  - Are caused by, or relate to, one another.

The Twelve (12) months of cover will start from the date the first Injury happened.

- 7. For Illness(es), the period of Twelve (12) months will start from the date the Illness or Clinical Signs were first noticed. If Your Horse has suffered the same Clinical Signs or has been diagnosed with the same Illness in the past, the Twelve (12) months cover will start from the very first time Your Horse suffered from the Clinical Signs/Illness. This applies in all cases regardless of whether:
  - The Clinical Signs/Illness presents in the same or different part of the body, and/or
  - Your Vet confirms the past and current Illness(es) are, or are not, linked.
- 8. If a number of Injuries, Illness(es), or Clinical Signs are diagnosed as one Injury or Illness, or it is found that they are caused by, or relate to another Injury or Illness, the period of Twelve (12) months will start from the date in the Period of Insurance that the first Injury happened or the first Clinical Signs of any of the Illness(es) were noticed.
- 9. Once We have agreed the settlement of Your claim, You must agree to have the loss of use freeze mark placed on Your Horse. We will not make any claim payment until We have received confirmation the freeze mark has been done. The cost of freeze marking is Your cost. If You have decided to euthanise Your Horse, We will not make any claim payment until We have Veterinary confirmation that the horse has been euthanised.
- 10. If Your Horse is covered for 100% of the Sum Insured or the Market Value of Your Horse whichever is the less, and We pay a claim for it, Your Horse will continue to belong to You. We will reduce the amount We pay You by what Your Horse is worth at the date of payment.
- 11. You must tell Us as soon as possible if Your Horse shows Clinical Signs of an Injury or an Illness, that may lead to a loss of use claim.
- 12. If We pay a claim under Section 7 Permanent Loss of Use, Your Policy is cancelled from the date of settlement of the claim.
- 13. We will not make any claims payment until We have received the following;
  - Vet certificate verifying that the horse has an Injury or Illness that has rendered it permanently
    incapable of ever being able to take part in any one of the activities set out on the Certificate of
    Insurance.
  - Evidence of Your legal ownership of the horse (passport or purchase receipt for the horse showing the owner's name).
  - If Your Horse was on loan or leased, a copy of the Loan/Lease Agreement, signed by both parties
    and either Your Horse's passport or purchase of receipt showing the owner's name.
- 14. We will remove Permanent Loss of Use cover from Your Policy at the renewal following Your Horse's 17th Birthday and from this time all cover under this benefit will stop.

## Section 8 - Third Party Liability

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

In this section, 'You' or 'Your' also includes anyone Riding Your Horse with Your permission.

## What We Will Pay

If property is damaged or someone is killed, **Injured** or falls ill as a result of an incident involving **Your Horse** during the **Period of Insurance** and **You** are legally responsible, We will pay inclusively up to, but not exceeding the **Maximum Benefit** shown in the **Certificate of Insurance** for:

- Compensation and claimant's costs and expenses, and
- Legal costs and expenses for defending a claim against You.

## What You Pay

The Excess shown on Your Certificate of Insurance for each incident where property has been damaged.

## What We Will Not Pay

- More than the Maximum Benefit for each incident. If You have more than one horse insured under this Policy, please refer to 'Conditions applying to Third Party Liability' point 7.
- 2. Any costs and expenses for defending You that We have not agreed beforehand.
- Any compensation, costs and expenses resulting from an incident which involves the profession, occupation or business of anyone who is employed by You, anyone who works for You in any way (paid or not) or anyone who You have paid for their services.
- 4. Any compensation, costs and expenses if You are legally responsible only because of a contract You have entered into.
- Any compensation, costs and expenses for the death, Injury or Illness of You, an Immediate Family member, anyone who lives with You or is employed by You.
- Any compensation, costs and expenses for property that belongs to, or is the responsibility of You, an Immediate Family member or anyone who lives with You or is employed by You.
- 7. Any compensation, costs and expenses that result from an incident if You have not followed instructions or advice given to You by a Vet or a qualified behaviourist about Your Horse.
- 8. Any compensation, costs and expenses if the incident happens in an area or place where horses are specifically prohibited, unless **Your Horse** escapes and enters the area outside of **Your** control.
- Any compensation, costs and expenses for an incident which occurs when Your Horse is tethered or when Your Horse has escaped from, or has been purposefully released from, a tether.
- 10. Any compensation, costs and expenses if all or part of a fence, a wall, a gate or an agricultural crop is damaged while You are Riding Your Horse.
- 11. Any compensation, costs and expenses if someone is Riding Your Horse for professional lessons or Riding at a riding establishment unless that person is a member of Your Immediate Family or the person has Your Horse on loan.
- 12. Any compensation, costs and expenses if the incident results from the business activities of a riding establishment.
- 13. Any compensation, costs and expenses if the incident or Injury that takes place is a result of any business activity, Your profession, Your occupation or while You are working for someone, whether You are paid or not.
- 14. Any compensation, costs and expenses if the person who is killed, **injured** or falls ill is being paid to ride or handle **Your Horse**.
- 15. Any compensation, costs and expenses if the person, who has been paid to ride or handle **Your Horse**, is negligent and this results in damage to property or the death, **Injury** or **Illness** of another person.

- **16**. Any compensation, costs and expenses if the incident results from a stallion serving or attempting to serve a mare, or from any activity involving artificial insemination.
- 17. Any compensation, costs and expenses if You are responsible under the laws of any country, other than members of the European Union.
- 18. Any compensation, costs and expenses if You are responsible for air, water or soil pollution, unless it can be proven that the pollution took place immediately after and as a result of an incident involving Your Horse.

## **Special Conditions That Apply To Third Party Liability**

- 1. You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident.
- 2. You must notify Us as soon as possible:
  - If an incident occurs which could lead to a claim under this section, even if You don't believe a claim will be made against You at the time.
  - Upon being advised of any prosecution, inquest or enquiry which could lead to a claim under this section.
- 3. You must immediately send Us any writ, summons or legal documents You receive and You or any other person must not respond to any of these documents.
- 4. You agree to provide Us with any information connected with a claim We ask for, including details of Your Horse's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name for Our benefit.
- 7. Where there is more than one horse insured under the Policy, if more than one of the horses insured under the Policy are involved in, or contribute towards, an incident only one Maximum Benefit will apply to the incident for all the horses. This means that if the horses involved all have the same Maximum Benefit; the most We will pay for the incident is that Maximum Benefit. For example, if all the horses insured each have a Maximum Benefit of £1 million, We will pay no more than £1 million for the incident.
- 8. When another party is being paid to take care of Your Horse:
  If a business (such as a livery yard) or a person (such as a groom) is being paid to ride or care for Your Horse, it is Your responsibility to:
  - Make sure the business/person has the appropriate insurance cover for third party liability, and
  - Tell them if Your Horse has any vices or behavioural problems or requires any special handling so they can handle Your Horse in an appropriate manner.

## Section 9 - Personal Accident

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

In this section, 'You' or 'Your' also includes anyone Riding Your Horse with Your permission.

## What We Will Pay

If You are Riding Your Horse and are Injured, die or must stay in hospital because of an Accident that happens during the Period of Insurance, We will pay up to the amount stated in the List of Cover.

List of Cover	<b>Basic</b> Maximum Benefit	<b>Premium</b> Maximum Benefit
1. Death	£10,000	£20,000
2. Permanent blindness in one or both eyes	£10,000	£20,000
<ul> <li>3. Loss of one or more limbs</li> <li>Physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.</li> </ul>	£10,000	£20,000
Permanent total disablement     If, because of an Accident, You will never be able to carry out any type of work.	£10,000	£20,000
<ul> <li>5. Temporary total disablement</li> <li>If, because of the Accident, You cannot carry out all the duties of Your job.</li> <li>If You do not have a job, We will pay Your medical expenses due to Your Injury up to the weekly benefit.</li> <li>If You are self-employed please refer to 'Special conditions that apply to Personal Accident' – Point 9.</li> </ul>	Nil	£150 each week
<ul><li>6. Hospital benefit</li><li>For each 24 hours You are in hospital</li></ul>	£15	£15
7. Emergency dental treatment	£1,000	£1,000

## What You Pay

The first £150 for emergency dental treatment.

## What We Will Not Pay

- Any amount if Your death, permanent total disablement, permanent blindness or loss of one or more limbs(s) happens more than twenty-four (24) months after the date You were Injured.
- 2. Any amount for permanent total disablement until at least 52 weeks after the date of the Accident.
- 3. The first 7 days of temporary total disablement for each Accident.
- 4. More than 52 consecutive weeks of temporary total disablement for each **Accident**.

- 5. More than 30 days hospital benefit for each Accident.
- 6. Any amount for dental treatment which is not directly related to the Riding Accident.
- 7. Any amount if You are under 5 years old or over 75 years old.
- 8. Any amount if someone is **Riding Your Horse** for professional lessons or **Riding** at a riding establishment unless that person is a member of **Your Immediate Family** or the person has **Your Horse** on loan.
- Any amount if the incident or Injury that takes place is a result of any business activity, Your
  profession, Your occupation or while You are working for someone, whether You are paid or not.
- Any extra amount because of a medical condition, Injury or Illness You had before this cover started.
- 11. Any amount if the Injury or death resulted from suicide, attempted suicide or You deliberately Injuring yourself.
- 12. Any amount if the Injury or death was caused because You deliberately put yourself in danger unless it was in an attempt to save someone's life.
- 13. Any amount if the Injury or death results from You being under the influence of alcohol.
- 14. Any amount if the Injury or death results from You taking a drug unless it was under proper medical supervision and not to treat any drug addiction.
- 15. A claim must be submitted to Us within thirty (30) months of the Injury happening for death, permanent blindness and loss of one or more limb(s). Any claims received after this time will not be covered by the Policy.
- 16. A claim must be submitted to **Us** within eighteen (18) months of the **Injury** happening for permanent total disablement and/or temporary total disablement. Any claims received after this time will not be covered by the **Policy**.
- 17. A claim must be submitted to Us within twelve (12) months of the Injury happening for dental treatment and/or hospitalisation. Any claims received after this time will not be covered by the Policy.

#### Special Conditions That Apply To Personal Accident

- 1. If You are Injured, You must get medical attention as soon as possible.
- You must wear approved protective headgear at all times when Riding Your Horse. This must be manufactured to BSEN1384:1997 with CE mark, EN1384:1996 with CE mark, PAS015:2011 with BSI kitemark, ASTMF1163:2004a SEI mark, E2001 with Snell certification label or AS.NZ 3838:2006 with SAI global mark. If You do not comply with the above, We will not pay any amount resulting from a head Injury.
- We can appoint and pay for Our own medical advisers to examine You as often as We feel is necessary.
- 4. If You are over 65, We can ask You to provide a certificate of fitness to ride from a doctor. If We ask for this, You must provide it and if the doctor makes a charge for this, You must pay the charge.
- 5. If an Injury is worse because of an old Injury, physical disability or condition that You had before the Accident, We will only pay a percentage of Your claim. The percentage will be based on the amount the old Injury, physical disability or condition affects, or is part of, a new Injury.
- 6. If You suffer from more than one of the disabilities numbered 1, 2, 3 or 4 in the *List of Cover,* We will only pay one amount. The amount We will pay in total for all the disabilities is limited to the Maximum Benefit shown on Your Certificate of Insurance.
- Once We have paid a claim for any of the disabilities numbered 2, 3 or 4 in the List of Cover, all
  cover for all of these stop. If You have another Accident You cannot claim for any of these
  disabilities.
- 8. To claim for permanent total disablement Your Injury must be so severe that You will never be able to carry out any type of work. You cannot claim under permanent total disablement if You can no

longer carry out **Your** current profession but can carry out another type of work. This is the case even if **You** need to retrain to carry out an alternative type of work.

- 9. In respect of temporary total disablement, if **You** are self-employed and have had to cancel work due to **Your Injury**, to claim the weekly benefit **You** will need to provide evidence showing:
  - The work had been arranged before the Injury occurred, and
  - The dates of the work that You had to cancel due to the Injury and the amount You would have been paid.

If You do not provide this information, We will only pay Your medical expenses due to Your Injury up to the weekly benefit.

## Section 10 - Saddlery and Tack

This section is an optional extra benefit and only applies if it shown as covered on **Your Certificate of Insurance**.

## What We Will Pay

If Your Saddlery and Tack is stolen, damaged or destroyed during the Period of Insurance, We will pay;

- the cost of repairing the Saddlery and Tack if it is damaged to bring it back to the same condition it
  was in before it was damaged; or,
- the Replacement Value or the Sum Insured whichever is less of the Saddlery and Tack if the cost of repair is more than it was worth, or it is stolen or destroyed.

## What You Pay

The Excess as shown on your Certificate of Insurance for each incidient where Saddlery and Tack is stolen, damaged or destroyed.

#### What We Will Not Pav

- 1. More than the Sum Insured for each incident.
- 2. More than £400 for any saddle or item of tack You do not have formal proof of purchase for, that shows the make, model and the date of purchase or a saddlers valuation which shows the make, model and value of the item and the date the valuation was carried out. The saddlers valuation must have been carried out and submitted to Us before the item is stolen, damaged or destroyed.
- 3. Any amount for clothing or personal effects.
- Any amount for stolen Saddlery and Tack unless there is proven forcible or violent entry to the premises or vehicle where the Saddlery and Tack was kept.
- Any amount for Saddlery and Tack You do not own, unless You are responsible for the Saddlery and Tack due to the contract You have entered into.
- Any amount if the Saddlery and Tack is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pest or any other cause that happens slowly.
- Any amount if the Saddlery and Tack is damaged when it is being cleaned, dyed, repaired or restored.
- Any amount if Your Saddlery and Tack is being used by a riding establishment or by someone for
  professional lessons if they are not a member of Your Immediate Family or the person who has
  Your Horse on loan.
- 9. Any amount to have the Saddlery and Tack adjusted to fit Your Horse.
- 10. Any amount if the Saddlery and Tack is stolen or damaged as a result of any business activity, Your profession, Your occupation or while You are working for someone, whether You are paid or not.

- 11. More than the Saddlery and Tack was worth at the time it was stolen, damaged or destroyed.
- 12. If a claim has not been submitted within twelve (12) months of the loss or damage, this will not be covered by the Policy.

## **Special Conditions That Apply To Personal Accident**

- 1. When Saddlery and Tack is left unattended, it must be kept in;
  - the locked boot or covered luggage area of a locked vehicle; or,
  - the house, flat, or other domestic building that You live in that has been locked with a 5-lever mortice deadlock, or equivalent locks on all doors; or,
  - a building or part of a building that You do not live in that has been locked with a 5-lever mortice deadlock, or equivalent locks on all doors and has steel bars or a steel grid on all windows. If the Saddlery and Tack is left unattended and it is stolen, or damaged during attempted theft, the claim will only be considered if the above security was in place at the time.
- 2. Cover may be provided when unattended for Saddlery and Tack is stored in a large metal shipping container that cannot be moved. This only applied where the details have been discussed with Us and We have confirmed cover is in place. Our confirmation will be detailed on Your Certificate of Insurance and must have been given before any incident happens which leads to a claim.
- If You have not insured all the Saddlery and Tack You own for its full value, We will only pay a percentage of Your claim. The percentage We will pay will be based upon how much of the full value the amount You have insured Your Saddlery and Tack for represents.
- 4. You must notify the police as soon as You discover any of Your Saddlery and Tack has been stolen or deliberately damaged and obtain a crime reference number.
- 5. If Your Saddlery and Tack is found, You must immediately advise Us and if We have paid Your claim You must repay the full amount We have paid You.
- Where the item is damaged beyond repair the salvage value will be deducted from the amount We pay You.

## Claiming

## Making a claim

It's distressing when your horse suffers an injury or illness so we do all we can to make the claims process as quick and easy as possible. Please use the following website; www.britishpetinsurance.co.uk to assist you making a claim.

We guarantee to handle your claim fairly and promptly. British Pet Insurance Services will provide a claims handling service for as long as you remain a client of theirs, and will assist you in the pursuance and settlement of your claim.

The claimable period of this policy is for a twelve (12) months period only. The twelve (12) months starts on the date the injury first happened after your horse's cover started, or the first clinical sign of the illness or condition occurring or existing in any form, after the conclusion of the first 14 days of cover. After this twelve (12) months period we will not cover any further claims for that or any related injury or illness.

Claim payments will be made by electronic fund transfer, if another method of payment is required any costs incurred for administration will be deducted from the claim settlement.

## How to claim

- Most claim forms can be downloaded from the following website: www.britishpetinsurance.co.uk; or
- 2. Contact us by telephone if you would like us to send you a claim form; or
- Claims for veterinary fees only may be lodged with your vet (if mutually agreed by your vet) and we will pay the veterinary practice directly. You will need to pay your vet the applicable excess(es) and any non-claimable items.
- 4. In all cases, other than for veterinary fees, you must let us know of any circumstances which are likely to lead to a claim.
- 5. We will not guarantee on the phone if we will pay a claim. You must send us a claim form that has been fully completed, any required supporting documents listed below and we will then write to you with our decision.
- 6. Please make sure your claim form is completed fully by both you and if applicable your vet. If it is not fully completed or if any information is missing, we will return the claim form to you which will unfortunately delay your claim. Your insurance does not cover any charges made for the completion of claim forms or the cost of any supporting documents. Where specifically stated, we will require a full veterinary history for your horse, this is a record of all veterinary visits for your horse and this information must be obtained from each veterinary practice he/she has been registered with.
- When you send your claim in the post you must send us the original documents. If the claim is being emailed, please retain original copies for all documents (including the claim form and any invoices).

# Please send us the following supporting documentation related to your claim or incident:

## For Section 1 – Theft or Straying

- 1. If you own the horse the passport and/or purchase receipt showing you as the owner.
- 2. If you have the horse on loan a copy of the loan agreement, signed by both parties and either the horse's passport or purchase receipt showing the owners name.
- 3. If you are claiming for advertising expenses the receipts showing the costs involved.
- 4. The purchase receipt if the horse is valued at £10,000 or above.

## For Sections 2 – Death and/or Section 3 – Disposal

- 1. The full veterinary history for your horse. This is a record of all veterinary visits for your horse and this information must be obtained from each veterinary practice the horse has been registered with.
- 2. The post-mortem report (unless we have agreed this is not required).
- 3. If you own the horse the passport and/or purchase receipt showing you as the owner.
- 4. The purchase receipt if the horse is valued at £10,000 or above.
- 5. If you have the horse on loan a copy of the loan agreement, signed by both parties and either the horse's passport or purchase receipt showing the owners name.
- 6. If you are claiming for disposal costs the disposal receipt.

## For Section 4 - Veterinary Fees

- 1. Invoices which show what you are claiming for.
- 2. The horse's full veterinary history is required for the first claim submitted for your horse. This is a record of all veterinary visits for your horse and this information must be obtained from each veterinary practice the horse has been registered with. In addition, we may require this when you submit claims for certain conditions but will let you know if this is required once we have received your claim form.
- 3. If your horse has been referred to another veterinary practice or hospital, please send us a report from the practice/hospital detailing their investigation and findings.

## For Section 5 – Alternative or Complementary Treatment

- 1. Invoices which show what you are claiming for.
- For certain conditions, we may require additional information but we will let you know this if needed once we have received your claim form.

## For Section 6 - Hospitalisation and Transportation

## For hospitalisation/livery charges:

1. Invoices from the veterinary college or hospital to show the livery charged for your horse's stay.

## For transportation charges:

- 1. Invoices from a transport company on headed paper, or
- Petrol receipts, a route planner and miles per gallon for the vehicle you used to transport your horse, or
- 3. Invoice on headed paper, for the hire of a trailer or horse box.

#### For Section 7 - Permanent Loss of Use

- 1. The full veterinary history for your horse. This is a record of all veterinary visits for your horse and this information must be obtained from each veterinary practice the horse has been registered with.
- 2. A report from your vet giving details of your horse's illness or injury and stating their opinion regarding its future ability and the reasons for the opinion.
- 3. If you own the horse the passport and/or purchase receipt showing you as the owner.
- 4. If you have the horse on loan a copy of the loan agreement, signed by both parties and either the horse's passport or purchase receipt showing the owners name.
- 5. The purchase receipt if the horse is valued at £10,000 or above.

## For Section 8 – Third Party Liability

- You must telephone us if an incident happens, even if you don't believe a claim will be made against you at the time.
- Please send us all correspondence, writs, summons or legal documents as soon as you receive them. You or any other person must not respond to any of these documents.

#### For Section 9 - Personal Accident

Please contact us and we will advise what additional documents are required.

#### For Section 10 – Saddlery and Tack

For any item valued over £400, the purchase receipt showing the make, model and date of purchase or saddlers valuation.

If the item has been stolen:

- 1. The crime report.
- 2. Two quotations to replace the item with a new equivalent item.
- 3. Photographs showing the damage to the place where the items were stolen from.

If the item is damaged and repairable:

- 1. Two estimates for repair.
- 2. Photographs showing the damage to the item.

If the item is damaged and not repairable:

- Written confirmation from a saddler stating the item is damaged beyond repair and stating the current salvage value.
- 2. Two quotations to replace the item with a brand new equivalent item.
- 3. Photographs showing the damage.



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