

Horse Insurance

Policy 1-1-2011

The ultimate flexible
Horse insurance policy
Arranged by:

Millins
CHARTERED
INSURANCE BROKERS



ABOUT YOUR HORSE INSURANCE POLICY

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

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

This policy booklet together with your current schedule plus any other endorsements appended describe the extent of your policy cover and must be read together as one contract.

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

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

Cooling Off Rights

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

How Much to Insure For

It is important that you make sure that the amounts you insure for represent the full value of your horse and/or your insured property. If you require guidance, please ask us. Remember, if you are under insured you may not be fully reimbursed for your loss.

Changes in Your Circumstances

Your Policy has been issued based on the information which you have given us about yourself and your horse. You must tell us immediately of any changes to this information including any change of horse, trailer or horse drawn vehicle. You must notify us if you or anyone living with you are declared bankrupt or are convicted of any criminal offence - failure to do so may invalidate your policy.

Horse Ailments

Should your horse suffer any accident, illness or disease it is important that you tell us as soon as possible, even if you later decide not to make a claim. You must also contact your vet and follow his/her advice. We will discuss the options available to you under your policy and advise you how best to proceed.

Making a Claim

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

Sharing Information

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

POLICY DEFINITIONS

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

The Underwriter / The insurer / we / us /our

Allianz Insurance Plc and / or Syndicate 2001 at Lloyd's represented by John Millin (Southport) Ltd T/A Millins Chartered Insurance Brokers (Millins).

You/your/the insured

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

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Accidental Injury

Accidental bodily injury suffered by a horse resulting from any external, violent and visible cause, including accidental poisoning.

(NB an internal sprain / strain / tear / rupture injury, without evidence of an external cause or external manifestation, is not an **Accidental Injury**)

Age of Horse

The age of your horse is as stated in your policy schedule for each period of cover.

Alternative Therapies

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

Excess

The amount stated on your schedule, which is the first part of each unrelated claim and the amount you must pay.

Family

You, your spouse/domestic partner, children, parents and other relatives normally living with you.

Horse

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

Indemnify

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

Onset

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

Period of Cover

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

Policy

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

Pre-Existing Condition

Any injury, illness or disease that your horse had, or showed clinical signs of, prior to the start of your cover.

Proposal

Any signed proposal and declaration and any information supplied to us by or on behalf of the Insured.

Schedule

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

Territorial Limits

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

Trailer

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

Vehicle

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

Vet

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

Vet's Fees

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

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Classes of Use

Class 1

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

Class 2

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

Class 3

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

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

Cover

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

Exclusions

We will not pay for:

- a) Death by slaughter unless
 - i. such slaughter shall have taken place with our prior written consent or,
 - ii. in the opinions of both your vet and our vet your horse is suffering from an accident, illness or disease and that as a result of the suffering it is not humane for your horse to be kept alive;
- b) destruction under the provisions of any statute or under the order of a Government department or a local authority;
- c) death as a result of a surgical operation or the administration of a general anaesthetic unless certified by a vet that such action was necessary to save the horse's life;
- d) death of any horse arising more than 12 months after the date of the onset of the injury, illness or disease;
- e) death arising from an activity outside the class of use specified on your schedule,
- f) death arising from any pre-existing condition.
- g) death arising from the onset of illness or disease in the first 14 days of cover.

Special Conditions

1. In the event of the death of your horse you must immediately arrange for the attendance by, and report from, a vet.
2. You must report the death or the onset of an accident, illness or disease of your horse to us as soon as reasonably possible.
3. The carcass must not be disposed of until a vet has confirmed the cause of death.
4. If a post mortem is required, this shall be done at your own expense.
5. Death by slaughter claims must be certified by a qualified vet that it was not humane to keep your horse alive due to its suffering.

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

Cover

In the event of any horse specified in the Schedule sustaining accidental injury during the period of insurance leading directly to the horse's death we will pay the sum insured specified in the schedule.

Exclusions

We will not pay for:

- a) Death by slaughter unless
 - i. such slaughter shall have taken place with our prior written consent or,
 - ii. in the opinions of both your vet and our vet your horse is suffering from an accidental injury and that as a result of the suffering it is not humane for your horse to be kept alive;
- b) destruction under the provisions of any statute or under the order of a Government department or a local authority;
- c) death as a result of a surgical operation or the administration of a general anaesthetic unless certified by a vet that such action was necessary to save the horse's life;
- d) death of any horse arising more than 12 months after the date of the onset of the injury;
- e) death arising from an activity outside the class of use specified on your schedule.
- f) death arising from any pre-existing condition.
- g) death arising from tendon and/or ligament strain/sprain

Special Conditions

1. In the event of the death of your horse you must immediately arrange for the attendance by, and report from, a vet.
2. You must report the death or the onset of an accidental injury of your horse to us as soon as reasonably possible.
3. The carcass must not be disposed of until a vet has confirmed the cause of death.
4. If a post mortem is required, this shall be done at your own expense.
5. Death by slaughter claims must be certified by a qualified vet that it was not humane to keep your horse alive due to its suffering

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

Cover

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

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

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

Cover

In the event of theft or loss by straying of any horse specified in the Schedule during the period of insurance we will pay the sum insured specified in the Schedule

Additional Cover - Advertising and Reward Costs

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

Exclusion

We will not pay for:

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

Special Conditions

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

SECTION 4 - PUBLIC LIABILITY (Underwritten by Syndicate 2001 at Lloyd's)

Section Definitions

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

Costs

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

Damage

Loss, Destruction or Damage

Employee

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

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

Injury

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

Property

Material Property

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Cover

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

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

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

- a) ownership, possession or use by the Insured of any horse specified in the Schedule;
- b) driving and riding in a vehicle drawn by any horse specified in the Schedule;
- c) any vehicle specified in the Schedule while unattached from a horse;
- d) any trailer specified in the Schedule while unattached from a towing vehicle;
- e) the Insured and any family member using any horse not owned by or on loan to the Insured.

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

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

We will not pay claims in respect of:

- a) Damage to Property belonging or hired to or held in trust by or in the custody or control of you, an employee or a member of your family;
- b) Liability assumed by the Insured under any express or implied agreement unless such liability would have attached in the absence of such agreement;
- c) The exercise by the Insured of any form of trade, calling, business or profession;
- d) Damage to walls, gates, fences and growing crops caused by any horse to which this Policy applies whilst being ridden, led or driven;
- e) Injury or damage caused by or in connection with the ownership, possession or use by or on behalf of the Insured of any railway, aircraft, watercraft, hovercraft or mechanically propelled vehicle, including trailers while attached to a towing vehicle;
- f) the hiring out of or commercial use of any horse by the Insured;
- g) the use of any horse in circumstances where liability in respect of such use is compulsorily insurable under any legislation;
- h) the use of any horse for racing of any kind or practising thereof, other than uses defined in the operative class of use of a horse specified in the schedule;

- i) the amount specified as the Excess in the Schedule in respect of any claim for damage to third party property;
- j) liability for death, bodily injury or illness of:
 - i. the insured;
 - ii. any Family member;
 - iii. any employee
- k) liability arising from the direct or indirect consequences of assault or alleged assault;
- l) liability arising from any deliberate, wilful or malicious act;
- m) liability arising from avian influenza.

Special Conditions applying to section 4 – Public Liability

Other Persons

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

Personal Representatives

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

Indemnity Limits

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

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

Section Definition

Permanent Incapacity

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

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Cover

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

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

Where the Period of Insurance is for less than 12 months the Permanent Incapacity must occur within the same Period of Insurance.

Exclusions

We will not pay for:

- a) Reduction in appearance or value resulting from a scar or blemish;
- b) Permanent Incapacity resulting from abnormalities of reproductive organs in the case of breeding stock other than caused by accidental injury, illness or disease occurring during the Period of Insurance;
- c) Permanent Incapacity resulting from any congenital or hereditary condition;
- d) Permanent Incapacity arising more than 12 months after the date of the onset of the injury, illness or disease;
- e) Permanent Incapacity arising from an activity outside the class of use specified on your schedule
- f) Permanent Incapacity arising from any pre-existing condition.
- g) Permanent Incapacity resulting from the onset of illness or disease in the first 14 days of cover.

Special Conditions

1. If the horse is slaughtered the carcass will be disposed of by us and the amount realised will belong to us. If you prefer to make your own arrangements for the disposal of the carcass your claim settlement will be reduced by the amount that we would otherwise have realised.
2. You must report the onset of an accident, illness or disease of your horse to us as soon as reasonably possible and arrange for your horse to be examined and treated by a vet.
3. Following the settlement of a Permanent Loss of Use claim, cover for that horse shall immediately cease under sections 1/1a (Death of Horse/Accident Only Death of Horse), 2 (Disposal Fees), 3 (Theft of Horse), 5/5a (Permanent Loss of Use/Accident Only Permanent Loss of Use) 6/6a (Vet's Fees/Accident Only Vet's Fees)

- and 7 (Alternative Therapy Fees).
4. Once we have agreed the settlement of your claim, you must agree to have the loss of use freeze mark placed on your horse at your own expense.
 5. If, within 24 months of a permanent loss of use claim being paid to you, the horse becomes sound and capable of fulfilling the functions for which it was insured and kept, the amount paid must be refunded to us without deduction.

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

Section Definition

Permanent Incapacity

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

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Cover

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

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

Where the Period of Insurance is for less than 12 months the Permanent Incapacity must occur within the same Period of Insurance.

Exclusions

We will not pay for:

- a) Reduction in appearance or value resulting from a scar or blemish;
- b) Permanent Incapacity resulting from abnormalities of reproductive organs in the case of breeding stock other than caused by accidental injury occurring during the Period of Insurance;
- c) Permanent Incapacity resulting from any congenital or hereditary condition;
- d) Permanent Incapacity arising more than 12 months after the date of the onset of the accidental injury;
- e) Permanent Incapacity arising from an activity outside the class of use specified on your schedule
- f) Permanent Incapacity arising from any pre-existing condition
- g) permanent incapacity arising from tendon and/or ligament strain/sprain

Special Conditions

1. If the horse is slaughtered the carcass will be disposed of by us and the amount realised will belong to us. If you prefer to make your own arrangements for the disposal of the carcass your claim settlement will be reduced by the amount that we would otherwise have realised.
2. You must report the onset of an accidental injury of your horse to us as soon as reasonably possible and arrange for your horse to be examined and treated by a vet.
3. Following the settlement of an Accident Only Permanent Loss of Use claim, cover for that horse shall immediately cease under sections 1/1a (Death of Horse/Accident Only Death of Horse), 2 (Disposal Fees), 3 (Theft of Horse), 5/5a (Permanent Loss of Use/Accident Only Permanent Loss of Use) 6/6a (Vet's Fees/Accident Only Vet's Fees) and 7 (Alternative Therapy Fees).
4. Once we have agreed the settlement of your claim, you must agree to have the loss of use freeze mark placed on your horse at your own expense
5. If, within 24 months of a permanent loss of use claim being paid to you, the horse becomes sound and capable of fulfilling the functions for which it was insured and kept, the amount paid must be refunded to us without deduction.

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

Cover

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

Exclusions

We will not pay for:

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

Special Conditions

1. The use of specialist diagnostic procedures at specialist centres must be referred to us and agreed by us in advance in writing (this condition does not apply to common diagnostic procedures such as x-rays, ultrasound, nerve blocks and endoscopy)
2. Claims under this Section must be accompanied by a detailed account from the attending vet.
3. At the onset of an accident, illness or disease you must immediately arrange for your horse to be examined and treated by a vet
4. Claims under this section must be notified to us in writing as soon as reasonably possible.
5. Following the settlement of a Permanent Loss of Use claim. Vet's Fees cover for that horse shall immediately cease.

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

Cover

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

Exclusions

We will not pay for:

- a) The Excess as specified in the schedule in respect of each and every claim;
- b) Infertility unless arising as a direct result of accidental injury
- c) Any accident not reported to us within 12 months of its onset
- d) Vet's fees arising more than 12 months after the date of the onset of the accidental injury;
- e) Vet's fees arising from an activity outside the class of use specified on your schedule

- f) Vet's fees arising from any pre-existing condition
- g) Vets fees arising from tendon and/or ligament strain/sprain
- h) The cost of security marking your horse such as freeze-marking, micro-chipping or other branding
- i) The cost of routine preventative horse care procedures such as inoculations, vaccinations worming,

- castration, removing wolf teeth, teeth rasping, routine shoeing and the like
- j) Additional expenses of keeping your horse, such as livery costs
- k) Transport costs
- l) Alternative Therapies
- m) Any surgical or other operation or anaesthetic administered unless agreed in advance by both your vet and ours as necessary as a direct result of accidental injury
- n) The cost of providing evidence required by us to support your claim including post mortem costs
- o) The use of unlicensed drugs
- p) pregnancy or foaling
- q) Any illness or disease

Special Conditions

1. The use of specialist diagnostic procedures at specialist centres must be referred to us and agreed by us in advance in writing (this condition does not apply to common diagnostic procedures such as x- rays, ultrasound, nerve blocks and endoscopy).
2. Claims under this Section must be accompanied by a detailed account from the attending vet.
3. On the onset of an accident you must immediately arrange for your horse to be examined and treated by a vet.
4. Claims under this section must be notified to us in writing as soon as reasonably possible.
5. Following the settlement of a Permanent Loss of Use claim. Vet's Fees cover for that horse shall immediately cease.

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

Cover

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

Provided that our total liability for Alternative Therapy Fees will not exceed the Alternative Therapy Fees sum insured specified in the schedule for that horse for each and every claim. The Alternative Therapy Fees sum insured will not be reduced by the amount of any claim.

Limits

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

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

Exclusions

We will not pay for:

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

Special Conditions

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

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

Section Definitions

Insured Person

Means

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

Event A Death

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

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

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

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Cover

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

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

Exclusions

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

- sustained while any Insured Person is under the influence of intoxicating liquor or drugs
- consequent upon or attributable to the Insured Person suffering from any pre-existing physical defect or infirmity
- contributed to or caused by the Insured Person failing to obtain and follow proper medical or surgical advice
- sustained by any person before such person attains the age of 5 years or after expiry of the Period of Insurance in which such person attains the age of 70 years
- resulting directly or indirectly from pregnancy or child-birth, intentional self-injury, suicide or insanity
- of any person whilst any horse specified in the Schedule is hired out, or being used for hire/reward, for any business purpose or by any riding establishment.

Special Conditions

- The above benefits shall not be payable in respect of any one Insured Person under more than one of the Events A, B and C in connection with all injuries arising out of the same incident.
- Any Insured Person shall as often as required submit to medical examination on our behalf at our expense
- In the case of Death reasonable notice shall be given to us prior to burial or cremation. We may require to and/or be represented at a post mortem examination on the body of the Insured Person.
- The receipt of the Insured person or his legal personal representative(s) for any amount payable shall be an effective discharge of our liability.
- Benefit in respect of Event C shall be payable only on certification by a medical referee of Permanent Total Disablement and not before the expiry of 104 consecutive weeks of disablement.
- In respect of Event D (Dental Fees) we will not pay the amount specified in the schedule as the Excess.
- In respect of Event D (Dental Fees) we will not be liable for expenses incurred in respect of any dental treatment that is being undertaken prior to the time of the accident, and any expenses for corrective dental treatment that would, but for the existence of this insurance, be treated in the normal course of events.
- Our Total Liability under this section is limited to £10,000 and this shall not be increased beyond £10,000 in the event of more than one Insured Person being injured in one event.

SECTION 9 - SADDLERY, TACK AND HARNESS (Underwritten by Allianz Insurance plc)

Section Definition

Saddlery and Tack

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

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New for Old Cover

In the event of damage or theft of Saddlery and Tack during the period of insurance we will pay you the amount of such damage or at our option replace or repair such damage. Our total liability for saddlery, tack and harness will not exceed the Saddlery/Tack sum insured specified in the schedule. The saddlery/tack sum insured will not be reduced by the amount of any claim.

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

Indemnity Cover

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

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

Whichever is the lower.

Our total liability for saddlery, tack and harness will not exceed the Saddlery/Tack sum insured specified in the schedule.

The saddlery/tack sum insured will not be reduced by the amount of any claim.

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

Exclusions

We will not pay for:

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

Special Condition

Except when actually in use or removed for the purpose of cleaning, testing, overhaul or repair all Saddlery and Tack must be kept in :-

- a securely locked and enclosed building, or
- a out of sight in a securely locked and enclosed motor vehicle with its keys removed, or
- a out of sight in a securely locked and enclosed trailer with its keys removed and immobilised with a wheel-clamp or otherwise suitably immobilised as agreed with us in advance in writing

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

Cover

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

Exclusions

We will not pay for:

- a) Damage resulting from mechanical, electrical, electronic or computer failure, breakdown or breakage,
- b) Damage resulting from racing of any kind or practising thereof other than vehicles or trailers being used in conjunction with a horse specified in the schedule and within its stated class of use;
- c) Damage caused by or consequent upon vermin, wear, tear, the actual process of cleaning, repair or renovation or gradual deterioration, atmospheric or weather conditions;
- d) Theft of any accessory unless the whole of the Vehicle specified in the Schedule to which such unit, part or accessory is attached is stolen at the same time;
- e) Theft occasioned by or through or with the collusion of the insured, his/her Family or any employee of the Insured;

- f) In respect of each and every claim the amount specified in the schedule as the Excess for:-
 - Event C - Vehicles - damage occurring whilst a vehicle is being used for or practising for cross country type marathon driving
 - Trailers - theft
 - Event D - Vehicles - any other damage or theft
 - Trailers - any other damage
- g) Damage to any tyres caused by a puncture, cuts or bursts, however caused.
- h) The cost of recovery of a vehicle or trailer
- i) the cost of storage of a vehicle or trailer

Special Conditions

1. Except when actually in use or undergoing any process of cleaning, testing, overhaul or repair, all trailers must be wheelclamped, or kept in a securely locked and enclosed building or otherwise suitably immobilised as agreed by us in advance in writing.
2. Except when actually in use or undergoing any process of cleaning, testing, overhaul or repair, all vehicles with a sum insured exceeding £2,500 must be wheelclamped, or kept in a securely locked and enclosed building, or otherwise suitably immobilised as agreed by us in advance in writing.
3. If at the time of the occurrence of any theft or damage any Vehicle or Trailer is of greater value than the sum insured stated against it in the Schedule then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the theft or damage accordingly.

SPECIAL EXTENSIONS/ENDORSEMENTS

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

H1 - GA Risk

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

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H2 - Death of Foal

Definition

Still Born Foal

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

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Cover

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

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

Provided that

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

GENERAL EXCLUSIONS
(applicable to all sections of this policy)

This Policy does not cover the following:-

- A) Notwithstanding anything herein to the contrary this insurance does not cover Loss or Damage directly or indirectly occasioned by, happening through or in a consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- B) Notwithstanding any provision herein to the contrary or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- C) An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- D) This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters or the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be on the Insured.
- E) In the event any portion of this policy is found to be invalid or unenforceable, the remainder shall remain in full force and affect.
- F) Any consequence of riot, strike or civil commotion in Northern Ireland
- G) Damage to any property or any loss or expense resulting or arising from any loss or expense resulting or arising from any legal liability directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactivity toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- H) Damage to any property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- I) Injury, illness, disease, damage or Liability sustained, contracted or incurred:
 - i. whilst any animal incurred is being used for purposes other than the class of Use stated in the Schedule without our prior written agreement
 - ii. outside the Territorial Limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- J) Any illegal activity.
- K) Any pre-existing condition.

GENERAL CONDITIONS
(applicable to all sections of this policy)

Reasonable Precautions

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

Alteration of Risk

All cover under this Policy shall immediately cease if there is any material change not notified to us in advance where the risk of damage, theft, injury, illness or disease or liability is increased, until such alteration shall be agreed by us in writing.

Claims Procedure and Requirements

1. Upon the happening of any event giving rise to or which may give rise to a claim:
2. you or your representative must contact us as soon as reasonably possible with full details. You shall also confirm details of the claim to us in writing as soon as is reasonably practicable with such detailed particulars and proofs as may be required together with details of any other insurance/s covering the same risk.
3. immediate action must be taken to minimise any theft or damage and to prevent further theft or damage, injury, illness or disease.

4. all necessary proofs, information, explanations and veterinary reports and other evidence as may reasonably be required by us, will be provided by you at your own expense.
5. in the event of injury to or illness or disease of any horse insured under this Policy you shall at your own expense immediately contact a qualified veterinary surgeon and have the horse properly treated.
6. if any theft occurs or if damage has been caused by malicious person/s, vandal/s or thieves you must tell us immediately, report the incident to the Police and obtain a crime reference number.
7. where reasonably practicable you must give us at least 24 working hours notice following the death of any horse insured under this Policy before removing or parting with the carcass of the horse.

Claims Control

1. we shall have the right of sole control of all claims procedures and settlement.
2. we shall have the right to appoint our own veterinary surgeon
3. if any difference of opinion should arise between the veterinary surgeons acting for you and the veterinary surgeons acting for us then this will be resolved by an independent veterinary expert who will be jointly appointed by you and us and his fee shall be borne equally between you and us and his opinion shall be final and binding
4. no admission, offer or promise of payment or indemnity must be made or given by you or on your behalf without our prior written consent.
5. on indemnifying you we shall be entitled to take over and conduct in your name (but at our expense) the defence of any claim or to prosecute any claim in your name for our own benefit in pursuance of any remedies to which we shall be or would become entitled to or subrogated.
6. You must give all such assistance that we may require in pursuing our rights of recovery against other parties.
7. on the happening of any damage we shall be entitled to enter your premises and take and keep possession of the insured property, but no property may be abandoned to us.
8. this Policy shall be proof that you have given us the licence and authority which we may need to exercise our rights under Claims Control Condition 7, immediately above.

Claims Settlements

Our liability in respect of any section specified in the Schedule including any additional costs and expenses payable in connection with that section shall not exceed the sum insured set against such section.

Fraud

In the event of any claim being in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or in collusion with others all benefit under this Policy shall be forfeited.

CANCELLATION CONDITIONS (applicable to all sections of this policy)

Cancellation of Policy - Payment by instalments

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

Cancellation by us

We may cancel this Policy at any time by sending you 14 days notice by Recorded Delivery letter to your last known address. You will then, subject to no claims having occurred, be entitled to a pro-rata refund of premium for any unexpired period.

Cancellation by you

If after receiving your certificate of insurance and full policy terms and conditions you are not happy, you have 14 days during which you can cancel the policy and receive a full refund.

From the 15th day onwards, you may cancel this Policy by sending written notice to us. We will then, subject to no claims having occurred, allow you a refund of premium calculated pro-rata to the annual period except in the first Period of Insurance when the refund will be:

Period of cover used up	Refund
up to 1 month	80%
up to 3 months	60%
up to 6 months	20%
over 8 months	NIL

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

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

Section 4 - Public Liability
(Underwritten by Syndicate 2001 at Lloyd's)

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

Sections 1, 1a, 2, 3, 5, 5a, 6, 6a, 7, 9 and 10
(Underwritten by Allianz Insurance plc)

If at the time that any claim arises under this policy there shall be any other insurance in force covering the same property then we will not pay more than our rateable proportion of the claim. Our liability shall not be increased as a result of such insurance being in force and being subject to any conditions by which it is excluded from any contribution thereto.

LAW APPLICABLE TO CONTRACT

You have the right to choose which Law will apply to this insurance. Unless otherwise agreed in writing, the laws of the part of Great Britain, Northern Ireland, Isle of Man or Channel Islands you are living in when you arranged or renewed the insurance will apply.

DATA PROTECTION ACT 1998

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

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

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

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

ENGLISH LANGUAGE CLAUSE

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

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

Millins Chartered Insurance Brokers

By the authority delegated to them by Syndicate 2001 at Lloyd's & Allianz Insurance plc, this policy is administered by;

John Millin Southport Ltd T/A Millins Chartered Insurance Brokers
14 New Street
Mawdesley
Ormskirk
Lancashire
L40 2QP
Tel: 01704 821187
Fax: 01704 822864
Email: office@millins.co.uk

John Millin Southport Ltd T/A Millins Chartered Insurance Brokers and is authorised and regulated by the financial services authority (FSA), their firm reference number is 307628. You can check the FSA register by visiting their website www.fsa.gov.uk/register or by phoning the FSA on 0845 606 1234

Allianz Insurance plc

Sections 1 to 3 and 5 to 10 inclusive of this policy are underwritten by:

Allianz Insurance plc
Great West House (GW2)
Great West Road
Brentford
Middlesex
TW8 9DX
Tel: 0845 026 1985

Allianz Insurance plc is authorised and regulated by the financial services authority (FSA), their firm reference number is 121849. You can check the FSA register by visiting their website www.fsa.gov.uk/register or by phoning the FSA on 0845 606 1234.

Syndicate 2001 at Lloyd's

Section 4 of this policy (Public Liability) is Underwritten by:

Syndicate 2001 at Lloyd's
General Manager
Amlin Plus
1st Floor
14 Fenchurch Avenue
London
EC3M 3BS
Tel: 0207 423 0920
Fax: 0207 423 0929

Financial Services Compensation Scheme:

- If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)
- If Syndicate 2001 at Lloyd's is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)
- If Millins Chartered Insurance Brokers is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS)

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300

COMPLAINTS PROCEDURE

SALES COMPLAINTS

Millins Chartered Insurance Brokers

It is always our intention to provide you with a first class service. However, should you have any concerns or cause for complaint we would ask you to initially advise us verbally as most issues can be resolved quiet quickly. If we cannot immediately resolve the issue, then we would ask you to note and follow our complaints procedure below.

Stage 1 - Written acknowledgement within five business days

Following your first notification of a formal complaint, we will sent an initial written acknowledgement to you within five business days of its receipt. This will:-

- confirm who will be handling your complaint
- advise you if your complaint should be redirected elsewhere e.g. to the insurer
- ask you for any further details if they are needed at this stage
- tell you what will happen next

Stage 2 -Final or holding response within 4 weeks

Within in four weeks of receiving your complaint we will then send you either:-

- our final response (see below), or
- a holding response that explains why we are not yet in a position to resolve your complaint and indicating when we will make further contact with you (which must be within 8 weeks of your first notification of your complaint)

Stage 3 - Final or Other Response within 8 weeks

- within eight weeks of receiving your complaint we will send you either -
- our final response (see below)
- a holding response that explains why we are not in a position to make our final response and indicating when we expect to be able to make our final response.

Our Final response

Our final response will reiterate your complaint in detail, inform you of our decision and explain fully the reason for our decision. From this point, you may (at your discretion) refer your complaint to the Financial Ombudsman Services (FOS) if you are dissatisfied with our response. You have six months from the date of our final response to do this and we will provide you with the FOS explanatory leaflet.

Complaint contact: Mrs Wendy Cook
Millins Chartered Insurance Brokers
14 New Street
Mawdesley
Ormskirk
Lancashire
L40 2QP
Tel: 01704 821187
Fax: 01704 822864
Email: office@millins.co.uk

NON-SALES COMPLAINTS

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

Allianz Insurance plc

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly. We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not sorted out the situation within eight weeks we will provide you with information about the Financial Ombudsman Service:

Please contact us at: Customer Satisfaction Manager
Allianz Insurance plc
Great West House (GW2)
Great West Road
Brentford
Middlesex
TW8 9DX
Tel: 0845 026 1985
Email: ahd.csm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

NON-SALES COMPLAINTS

(Section 4 Public Liability)

Syndicate 2001 at Lloyd's

If you are unhappy with Millins handling of your complaint in relation to "Section 4 Public Liability Only" you may refer your complaint to the Complaint Department at Lloyd's quoting "Millins Horse Insurance Contract No B380MA" and your policy number.

Please contact us at: Policyholder & Market Assistance
Market Services
Lloyd's
1 Lime Street
London
EC3M 7HA

Tel: 020 7372 5693
Fax: 020 7372 5225
Email : complaints@Lloyds.com

Complaints that cannot be resolved by the Complaint Department may be referred to the Financial Ombudsman Service details are as follows:

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

Tel: 020 7964 1000
Fax: 020 7964 1001
email: complaints.info@financial-ombudsman.org.uk

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CHARTERED
INSURANCE BROKERS

14 New Street
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Lancashire
L40 2QP

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

