

Reference Booklet

# Horse and Rider Insurance

Version 5.4

# Contacting NFU Mutual

## How to make a claim (except see below for Equine services)

Please call our Equine Claims unit on 01904 683645. The office is open from 9am to 5pm, Monday to Friday. Outside these hours, please leave a message and your call will be returned.

Please read the following information before contacting us:

- "How to claim" and other related information under General conditions to be found in your policy booklet;
- "How we will settle your claim" shown under the relevant covers you wish to claim under.

To enable us to help you quickly and efficiently please have the following information available:

- policy number;
- name and address of the policyholder;
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost;
- contact number.

## Equine services

Even though we are confident that your Horse and Rider policy gives you the best possible protection, sometimes an insurance policy is not enough on its own. Therefore, NFU Mutual includes the following helplines and also cover for pursuing uninsured losses should you sustain an accident. Full details are included in your policy wording.

Do not contact the Equine services to ask about your cover or make any changes to your policy. To do this, please contact your insurance advisor whose telephone number is shown on your schedule.

## Legal advice service offers you:

Specialist legal advice for the cost of a national rate telephone call via a helpline available 24 hours a day, 7 days a week in England & Wales. Legal advice for other countries is provided during business hours Monday to Friday. In the event that you suffer an accident for which a third party could be considered responsible, we also offer a free uninsured loss recovery service to help you attempt to recover any losses you suffer as a result of any accident or injury which was not your fault.

If you need to access this service, please ring 0370 844 5678 and quote your policy number shown on your schedule.

## Equine rescue service offers you:

- 24 hour, 365 days freephone access;
  - clear advice and incident management services provided by experienced specialists;
- This service is provided automatically under your policy for peace of mind, should you make use of this service you are responsible for costs incurred.

If you need to access this service, please ring 0800 783 6091, ask for the Equine rescue service, and quote your policy number shown on your schedule.

# **Thank you**

## **for placing YOUR insurance with NFU Mutual.**

### **Cancellation rights**

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the POLICY or amendment to an existing POLICY. WE will charge pro rata for the cover provided.

### **Complaints**

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the call centre which issued this POLICY, or in writing. YOU can also use OUR website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call 0800 023 4567 or 0300 123 9123.

Please always quote YOUR POLICY number as it will enable YOUR complaint to be dealt with promptly.

### **Language**

The contract and other documents are drawn up in the English Language. WE will communicate with YOU in English throughout the duration of this POLICY.

### **Financial Services Compensation Scheme**

WE are covered by the Financial Services Compensation Scheme (FSCS), which means that YOU may be entitled to compensation from the Scheme if WE cannot meet OUR obligations. This depends on the type of POLICY YOU have and the circumstances of the claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

### **Statutory status**

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on 0800 111 6768. OUR Financial Services Register number is 117664.

## **Privacy Policy**

To find out more about how WE use YOUR personal information and YOUR rights, please view the privacy policy on OUR website.

## **Fraud prevention and detection**

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

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# Policy introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of YOUR POLICY during the PERIOD OF COVER.

This POLICY is evidence of the contract between YOU and US, and is based on the information YOU provided, which is confirmed in the statement of insurance.

This POLICY describes the cover WE are providing. Please read all the documents carefully to make sure YOU have the cover YOU need.

This POLICY is an annual contract, this means that each renewal is the start of a separate PERIOD OF COVER. Incidents which occur in one PERIOD OF COVER do not automatically continue to be insured in the following PERIOD(S) OF COVER, they only continue to be insured up to the limits of the POLICY. This means that continuing problems or recurrences of conditions might not be insured.

This contract and the relationship between NFU Mutual and YOU shall be governed by, and interpreted in accordance with, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English courts.

A handwritten signature in black ink that reads "Steve Bower". The signature is written in a cursive style with a long, sweeping underline.

Steve Bower  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Limited

Note: The issue by US to YOU of a POLICY makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

# Definitions

Where the words listed below appear in YOUR POLICY in capital letters the following definitions will apply.

## **ACCIDENT**

Accidental, external, visible injury occurring at a single, identifiable time and place. Where this applies to the HORSE it must involve a skin wound or fracture and excludes tendon or ligament strains or sprains.

## **ALTERNATIVE HUSBANDRY**

Additional costs of renting a stable, different bedding, feed or feed supplement required by the HORSE specified by a VET and agreed by US, less the normal costs of a reasonable level of care for the HORSE. If rubber matting is recommended WE will pay up to 50% of the total cost.

## **CLASS OF USE**

The purpose for which the HORSE is kept and insured as shown on YOUR SCHEDULE and defined below:

Class 1 includes all activities except:

- Advanced eventing;
- Polo;
- Team chasing;
- Ice tolt;
- Promotional, film or stunt work;
- Horse boarding or horse surfing;
- Racing.

Class 2 includes all activities except:

- Ice tolt;
- Promotional, film or stunt work;
- Horse boarding or horse surfing;
- Racing.

Class 3 includes:

- Class 1 and other specific activities detailed on YOUR SCHEDULE.

## **COMPLEMENTARY TREATMENT**

Remedial farriery, remedial dentistry, hydrotherapy, acupuncture, physiotherapy or chiropractic or osteopathic manipulation, carried out on the HORSE by a person qualified to do so, recommended by a VET, and agreed by US.

## **CONDITION**

Any change in behaviour, internal or external symptoms appearing or recurring in any area of the HORSE'S body, whether or not a specific illness or disease is diagnosed.

## **DAMAGE**

Unexpected and unintended loss, theft or damage.

## **DOMESTIC**

Relating to the private activities of YOU or YOUR FAMILY. WE do not cover any business or profession.

## **EMPLOYEE**

Any person working for YOU in a DOMESTIC capacity who is:

- under a contract of service or apprenticeship with YOU;
- a labour master, labour-only sub-contractor or a person supplied by either of them;
- self-employed;
- working under a recognised work experience or training scheme;
- borrowed by or hired to YOU or YOUR FAMILY; or
- a voluntary helper or directly employed carer.

WE do not cover physical injury or illness to any person employed to provide care for YOU by an external provider.

## Definitions

### **EXCESS**

The amount of each claim YOU must pay.

### **FAMILY**

Any of YOUR relatives, YOUR partner and their children, and foster children all of whom normally live with YOU in YOUR household.

### **HORSE(S)**

The equine described on YOUR SCHEDULE.

Under the Horse rider cover, HORSE(S) means any equine aged 1-30 years inclusive, not owned by YOU or an INSURED PERSON and not loaned to YOU or an INSURED PERSON for a period of more than four consecutive weeks in any one PERIOD OF COVER.

### **INDEX LINKING**

The monthly adjustment WE will make to the limit YOU have chosen. YOUR renewal premium will be based on the adjusted amount. WE work out the adjustment in line with the Retail Price Index. WE may at OUR option use another index.

### **INSURED PERSON**

Every person named under Horse rider cover on YOUR SCHEDULE.

### **MARKET VALUE**

The market value immediately prior to the theft, ACCIDENT, illness or disease which leads to the claim.

### **PERIOD OF COVER**

As stated on YOUR SCHEDULE and for any further period for which WE accept the premium.

### **POLICY**

Everything in this document and YOUR SCHEDULE and the endorsements which apply.

### **SCHEDULE**

The latest Horse and Rider Insurance Schedule forming part of YOUR POLICY that gives details of the cover that WE provide.

### **STANDARD**

Where the cover provided is in respect of an ACCIDENT which happens, or an illness, disease or CONDITION which first appears during the PERIOD OF COVER.

Age limits at START OF COVER - from 30 days to 19 years inclusive.

### **START OF COVER**

The date from which the HORSE has been continuously insured under this POLICY for the cover being claimed under.

### **VETERAN**

Where the cover provided is in respect of an ACCIDENT which happens during the PERIOD OF COVER. Age limits at START OF COVER - 16 to 30 years inclusive.

### **VET(S)**

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

### **WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.

### **YOU, YOUR**

Every person described on your SCHEDULE.



# General exclusions

(Applying to the whole POLICY)

WE do not cover the following.

## Existing conditions

WE will not pay any claim for YOU or an INSURED PERSON which directly or indirectly arises from, or is connected with:

- any ACCIDENT which happened or physical condition which first appeared before the current PERIOD OF COVER.

WE will not pay any claim for a HORSE which directly or indirectly arises from, or is connected with any ACCIDENT, illness, disease or CONDITION that happened, manifested, was present or had been diagnosed in the HORSE before the START OF COVER or, was the subject of a previous claim under this POLICY.

- Such illness, disease or CONDITIONS will include, but are not limited to, the following;
  - any form of arthritis (including but not limited to bone spavin and degenerative joint disease)
  - any colic episodes where previous surgical colic has been performed
  - sarcoids
  - tendon or ligament strains, sprains or ruptures occurring in the same or opposite limb
  - lameness associated with structures within the foot recurring in the same limb or happening in the opposite limb.

## Existing legal liabilities

WE will not pay any claim which directly or indirectly arises from, or is connected with:

- any legal liability or DAMAGE in respect of the HORSE or property insured which happens before the start of the relevant cover of this POLICY.

## First 14 days - Illness, disease or CONDITION

WE will not pay any claims for any new illness, disease or CONDITION displaying clinical signs or symptoms within 14 days of the START OF COVER.

## Radioactivity

DAMAGE or liability caused by:

- ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

## Territorial limits

ACCIDENT or DAMAGE which happens, illness which first appears or liability which is incurred outside of Great Britain, Northern Ireland, the Republic of Ireland, Isle of Man or the Channel Islands.

However WE will (with the exception of Legal expenses cover) provide insurance under each of the covers shown on YOUR SCHEDULE for up to 60 days, in total per period of cover, in Europe.

## War risks

Any loss caused by war, invasion or any similar event, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

# General conditions

(Applying to the whole POLICY)

## Rights to policy benefit

To qualify for benefit YOU or any other person seeking benefit under this POLICY must keep to the terms and conditions of the POLICY. WE are entitled to receive all necessary information and assistance from YOU or anyone else who is insured by this POLICY. Failure to do so will result in a claim not being paid and payments being stopped under any ongoing claim.

WE will not pay a claim unless YOU or any INSURED PERSON:

- maintain all horse-drawn vehicles, tack and horse trailers in good condition;
- take reasonable care to prevent any ACCIDENT, illness or DAMAGE;
- keep the cost of any claims as low as possible;
- do everything reasonable to look after the HORSE, including appropriate worming and vaccination, regular foot care by a registered farrier and annual dental checks;
- do everything reasonable to comply with any relevant statutory requirements or regulations imposed by any authority;
- ensure that any other person responsible for the care, custody and control of the HORSE, horse-drawn vehicle, tack or horse trailer keeps to the terms and conditions of YOUR POLICY.

## Changes YOU must tell US about

YOU must tell US of any change to the information YOU have provided to US as detailed in YOUR Statement of Insurance and Insurance Schedule.

YOU must also tell US about changes in YOUR circumstances as detailed below.

Failure to tell US of any change may invalidate YOUR POLICY, prevent YOU or any INSURED PERSON from making a claim or affect the amount that can be claimed.

When YOU inform US of any change, WE will tell YOU if this affects YOUR insurance. WE may cancel or alter the terms of the POLICY or amend the premium before YOUR next renewal or at YOUR next renewal.

YOU must tell US before:

- YOU change the use of any HORSE insured on the POLICY to include business activities or activities within a different CLASS OF USE.

YOU must tell US immediately:

- if YOUR interest in the HORSE ends; (for example because YOU sell it or return it to its owner) all cover for that HORSE will immediately end;
- if YOU, any INSURED PERSON or any person living with YOU incurs any criminal convictions (other than a motoring offence not involving dangerous driving);
- if YOU, any INSURED PERSON or any HORSE cease being a permanent resident in the territorial limits.

YOU must tell US before renewal:

- if YOU, any INSURED PERSON or any person living with YOU have
  - incurred any Court Judgements e.g. CCJ's whether satisfied or not; or
  - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVA's) / Trust Deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements; or
  - been refused insurance, had any insurance cancelled, declared void (as though it never existed) or had any renewal declined or any special terms or conditions imposed since the POLICY last renewed.

## **General conditions**

(Applying to the whole POLICY)

### **How to claim**

If anything happens which might result in a claim, YOU must do the following (failure to do so will entitle US to reduce the amount that WE pay YOU, or not to pay YOU at all):

- tell US as soon as possible and no later than six months of the loss occurring;
- if the HORSE is injured or ill YOU must immediately employ a VET at YOUR own expense and have the HORSE properly treated;
- tell the Police about any theft, attempted theft, accident or damage caused by malicious persons or vandals;
- not admit responsibility or try to settle a claim without OUR written permission. Send US any letters received about the incident immediately;
- not abandon any property to US;
- at YOUR own expense provide all the written details and documents that WE ask for.

If the HORSE has died or YOU intend to have it euthanased and YOU want to claim, YOU must:

- immediately inform us;
- allow US the opportunity of having an examination carried out by a VET appointed by US;
- discuss with YOUR VET whether the HORSE'S condition fulfils the criteria in OUR Loss of animal cover;
- at YOUR expense, immediately arrange for a VET to confirm the identity of the HORSE and the cause of death (which may require a post-mortem examination unless WE agree otherwise in writing);
- provide US with a valid passport for the HORSE which confirms ownership.

If the claim is for personal accident the injured person must see their own doctor and allow US to arrange a medical examination. If the injured person dies WE must be given reasonable notice before burial or cremation so that WE can be represented at any post-mortem or inquest.

### **Our rights if you claim**

WE, or anyone appointed by US, may:

- examine any HORSE;
- contact the VET to discuss the claim;
- take over, defend or settle a claim made against YOU or an INSURED PERSON;
- at OUR expense take legal action in YOUR name to get back any payment WE have made under YOUR POLICY.

### **Other insurance**

If, when YOU claim there is other insurance covering the same ACCIDENT, illness, DAMAGE or liability WE will only pay OUR share. This does not apply to any claim under Personal accident cover.

### **Personal liability aggregate limit**

If personal liability cover applies under this POLICY, where more than one personal liability limit is shown on YOUR SCHEDULE in respect of any cover, the most WE will pay for any claim or claims arising directly or indirectly from the same source or original cause is one limit as shown on YOUR SCHEDULE.

In addition, WE will pay legal fees and other expenses which WE have agreed to in writing.

## **General conditions**

(Applying to the whole POLICY)

### **Arbitration**

If WE accept YOUR claim, but cannot agree with YOU on the amount WE should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between YOU and US in line with current law.

If this happens, YOU cannot take legal action against US until the arbitrator has made a decision.

### **Fraud and misrepresentation**

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
  - 2 intentionally misrepresents, misdescribes or withholds any material fact relevant to this insurance;
- WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the POLICY and WE will have the right to:
- 1 avoid, or at OUR option cancel, the POLICY and all other policies YOU have with US without returning any premium that YOU have paid;
  - 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
  - 3 refuse any other benefit under the POLICY.

### **Cancelling your policy**

YOU may cancel YOUR POLICY by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF COVER.

WE may cancel YOUR POLICY at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR POLICY may be cancelled include, but are not limited to:

- 1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR POLICY;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with POLICY terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR POLICY will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR POLICY WE will refund the part of YOUR premium applying to the remaining PERIOD OF COVER unless fraud or misrepresentation has been identified or a claim has been made when WE will not refund any premium.

### **Use of horses**

WE will not pay YOUR claim unless the HORSE has only been used for the purposes described on YOUR SCHEDULE during the PERIOD OF COVER.

### **Health of horses**

If the HORSE suffers from tetanus WE will not pay YOUR claim unless YOU can prove the HORSE has a current tetanus vaccination.

### **Horses or property on loan or lease**

If the HORSE is the subject of a loan or lease agreement, payment for Loss of animal or Loss of use will normally be made to the legal owner of the HORSE where known to US.

If tack, horse-drawn vehicles or horse trailers are subject to a loan or lease agreement payment for a total loss or destruction will normally be made to the legal owner where known to US.

## **General conditions**

(Applying to the whole POLICY)

### **Renewal of your policy**

Prior to the renewal date of YOUR POLICY, WE will send YOU details of:

- 1 the terms on which YOUR POLICY may be renewed;
- 2 any changes to the POLICY cover; and
- 3 the actions YOU need to take to renew YOUR POLICY.

If YOUR payment method for the POLICY is Direct Debit then YOUR POLICY will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed POLICY from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR POLICY.

If YOUR payment method for the POLICY is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR POLICY or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR POLICY WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Loss of animal (STANDARD)

## Definitions (applicable to this cover only)

### PUT TO SLEEP

Euthanasia:

- without OUR written consent which is immediately carried out following confirmation by a VET that the injury, illness, disease or CONDITION cannot be treated and the suffering is so excessive that it is not humane to keep the HORSE alive until YOU can contact US and to delay would be an act of cruelty; or
- with OUR prior written consent.

This criteria is in accordance with the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of horses under All Risks Mortality insurance policies.

### What is insured

WE will pay if the HORSE:

- is stolen or mysteriously disappears during the PERIOD OF COVER.
- dies or is PUT TO SLEEP due to;
  - an ACCIDENT which happens, or
  - an illness, disease or CONDITION which first appearsduring the PERIOD OF COVER.

If treatment is in progress on the expiry date of the PERIOD OF COVER and continues until the HORSE dies or is PUT TO SLEEP, WE will pay provided that the death occurs within 104 weeks after the date the ACCIDENT happens or the illness, disease or CONDITION first appeared.

### What is not insured

WE will not pay for:

- Any new illness, disease or CONDITION which first appears during the first 14 days of this cover, unless YOU can prove YOU have held previous continuous equivalent insurance up to the START OF COVER;
- destruction:
  - on the order of any government or local authority or under any rules relating to a specific disease, or
  - because it is incapable of performing the function(s) for which it is kept, or
  - for financial reasons;
- behavioural problems unless directly due to a physical condition covered by YOUR POLICY.

Any charges YOU incur in making a claim.

### How we will settle your claim

The most WE will pay is:

- the sum insured for the HORSE shown on YOUR SCHEDULE; or
- the MARKET VALUE of the HORSE;

whichever is the less.

In the event of a claim, it is YOUR responsibility to provide proof of the MARKET VALUE.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER:

#### 1) Rescue costs

WE will pay for any costs which YOU legally have to pay a professional rescue organisation or the Police for the attempted rescue or recovery of the HORSE.

The most WE will pay is £750.

# Loss of animal (STANDARD)

## What is insured

### 2) Advertising and reward costs

WE will pay for the cost of advertising for the missing HORSE and for a reward which leads to its recovery.

The most WE will pay is £750.

### 3) Irrecoverable entry fees

WE will pay for entry fees for equine competitions paid in advance which YOU are unable to recover if YOU are unable to participate due to a valid claim for the loss of the HORSE.

The most WE will pay is £750.

### 4) Collection charge

WE will pay any costs YOU are liable to pay a bona fide disposal centre due to a valid claim for the loss of the HORSE.

The most WE will pay is £250.

### 5) Livery fees

WE will pay the additional costs of livery for the HORSE if YOU have to go into hospital for more than 72 consecutive hours as a result of an accident, illness or disease and no alternative arrangements can be made for looking after the HORSE.

The most WE will pay for each HORSE is:

- £10 per day,
- £1,000 in any PERIOD OF COVER.

### 6) Holiday cancellation expenses

WE will pay for any expenses YOU are unable to recover if YOU cancel or cut short YOUR holiday because in the opinion of the VET the HORSE needs emergency life saving surgery or is PUT TO SLEEP due to an ACCIDENT, illness, disease or CONDITION.

The most WE will pay is £1,000 in any PERIOD OF COVER.

## What is not insured

WE will not pay if YOUR hospital stay is the result of:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- a physical condition which existed prior to the start of the PERIOD OF COVER;
- illness or disease which appears less than 14 days after the start of this cover.

WE will not pay for livery costs after YOU are discharged from hospital.

WE will not pay for:

- non emergency surgery;
- elective surgery;
- any holiday booked less than 28 days before departure.

# Loss of animal (VETERAN)

## Definitions (applicable to this cover only)

### PUT TO SLEEP

Euthanasia:

- without OUR written consent which is immediately carried out following confirmation by a VET that the injury cannot be treated and the suffering is so excessive that it is not humane to keep the HORSE alive until YOU can contact US and to delay would be an act of cruelty; or
- with OUR prior written consent.

This criteria is in accordance with the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of horses under All Risks Mortality insurance policies.

### What is insured

WE will pay if the HORSE:

- is stolen or mysteriously disappears during the PERIOD OF COVER.
- dies or is PUT TO SLEEP due to an ACCIDENT which happens during the PERIOD OF COVER.

If treatment is in progress on the expiry date of the PERIOD OF COVER and continues until the HORSE dies or is PUT TO SLEEP, WE will pay provided that the death occurs within 104 weeks after the date the ACCIDENT happens.

### What is not insured

WE will not pay for:

- an illness, disease or CONDITION;
- destruction:
  - on the order of any government or local authority or under any rules relating to a specific disease, or
  - because it is incapable of performing the function(s) for which it is kept, or
  - for financial reasons;
- behavioural problems unless directly due to an ACCIDENT.

Any charges YOU incur in making a claim.

### How we will settle your claim

WE will pay the sum insured for the HORSE shown on YOUR SCHEDULE.

### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER:

#### 1) Rescue costs

WE will pay for any costs which YOU legally have to pay a professional rescue organisation or the Police for the attempted rescue or recovery of the HORSE.

The most WE will pay is £750.



# Loss of animal (VETERAN)

## What is insured

### 2) Advertising and reward costs

WE will pay for the cost of advertising for the missing HORSE and for a reward which leads to its recovery.

The most WE will pay is £750.

### 3) Irrecoverable entry fees

WE will pay for entry fees for equine competitions paid in advance which YOU are unable to recover if YOU are unable to participate due to a valid claim for the loss of the HORSE.

The most WE will pay is £750.

### 4) Collection charge

WE will pay any costs YOU are liable to pay a bona fide disposal centre due to a valid claim for the loss of the HORSE.

The most WE will pay is £250.

### 5) Livery fees

WE will pay the additional costs of livery for the HORSE if YOU have to go into hospital for more than 72 consecutive hours as a result of an accident, illness or disease and no alternative arrangements can be made for looking after the HORSE.

The most WE will pay for each HORSE is:

- £10 per day,
- £1,000 in any PERIOD OF COVER.

### 6) Holiday cancellation expenses

WE will pay for any expenses YOU are unable to recover if YOU cancel or cut short YOUR holiday because in the opinion of the VET the HORSE needs emergency life saving surgery or is PUT TO SLEEP due to an ACCIDENT.

The most WE will pay is £1,000 in any PERIOD OF COVER.

## What is not insured

WE will not pay if YOUR hospital stay is the result of:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- a physical condition which existed prior to the start of the PERIOD OF COVER;
- illness or disease which appears less than 14 days after the start of this cover.

WE will not pay for livery costs after YOU are discharged from hospital.

WE will not pay for:

- non emergency surgery;
- elective surgery;
- any holiday booked less than 28 days before departure.

# Loss of use

## Definitions (applicable to this cover only)

### **PERMANENT INABILITY, PERMANENTLY UNABLE**

Complete inability or failure and not just a reduction in ability or performance which is proven to the satisfaction of both YOUR and OUR VETS.

### **RESIDUAL VALUE**

The value allowing for the disability of the HORSE and taking into account any remaining equestrian activity (including breeding) which it may still be capable of.

## What is insured

WE will pay if the HORSE becomes PERMANENTLY UNABLE to perform one or more of the use(s) for which it is kept and insured directly due to an:

- ACCIDENT which happens; or
- illness, disease or CONDITION which first appears;

during the PERIOD OF COVER.

Provided that:

- YOU allow the HORSE a minimum of three months to attempt to recover, unless WE agree to pay the claim earlier;
- if WE agree to accept a claim the HORSE must be freeze-marked at OUR expense in a manner specified by US before WE will pay the claim;
- after WE pay the claim the HORSE will no longer be insured for Loss of animal, Loss of use and Vet fees under YOUR POLICY.

If treatment is in progress on the expiry date of the PERIOD OF COVER and continues, WE will pay provided that the PERMANENT INABILITY is proven within 104 weeks after the date the ACCIDENT happens or the illness, disease or CONDITION first appeared.

## What is not insured

WE will not pay for:

- Any new illness, disease or CONDITION which first appears during the first 14 days of this cover, unless YOU can prove YOU have held previous continuous equivalent insurance up to the START OF COVER;
- the inability of any HORSE to be a show animal;
  - due to any wound, scar or blemish,
  - solely as a result of the HORSE being barred from participating in shows due to regulations laid down by any breed society or other governing body, in respect of HORSES that,
    - have been operated on for their wind, or
    - have any congenital or hereditary abnormalities;
- the inability of any HORSE to perform the duties of a stallion at stud;
- behavioural problems unless directly due to a physical condition covered by YOUR POLICY.

Any charges YOU incur in making a claim.

## **How we will settle your claim**

The most WE will pay is:

- the sum insured for the HORSE shown on YOUR SCHEDULE less the RESIDUAL VALUE; or
- the MARKET VALUE of the HORSE less the RESIDUAL VALUE;

whichever is the less.

WE will not pay more than:

- 80% of the sum insured for the HORSE shown on YOUR SCHEDULE; or
- 80% of the MARKET VALUE of the HORSE; whichever is the less.

For HORSES aged under 3 years old, WE will only pay a claim for Loss of use from in-hand showing.

In the event of a claim, it is YOUR responsibility to provide proof of the MARKET VALUE.

# Vet's fees (STANDARD)

## What is insured

WE will pay for costs YOU incur for:

- VET'S fees and expenses for attendance and treatment of the HORSE;
- COMPLEMENTARY TREATMENT;
- 50% of hospital livery costs if it is necessary for the HORSE to be hospitalised for treatment by a VET or to have COMPLEMENTARY TREATMENT;
- reasonable transportation costs of the HORSE for treatment by a VET or COMPLEMENTARY TREATMENT;
- ALTERNATIVE HUSBANDRY;

due to an:

- ACCIDENT which happens; or
- illness, disease or CONDITION which first appears;

during the PERIOD OF COVER.

## What is not insured

WE will not pay for:

- any new illness, disease or CONDITION which first appears during the first 14 days of this cover, unless YOU can prove YOU have held previous continuous equivalent insurance up to the START OF COVER;
- routine health care including routine farriery, elective treatment or wolf teeth removal;
- investigation into or treatment of behavioural problems unless directly due to a physical condition covered by YOUR POLICY;
- pregnancy, parturition or investigations into infertility, unless a VET certifies in writing that complications have arisen and that emergency treatment has become necessary to save the life of the HORSE or its unborn foal;
- castration, cryptorchid castration or any associated or subsequent treatment, unless a VET certifies in writing that complications have arisen and that emergency treatment has become necessary to save the life of the HORSE;
- attendance and treatment of the HORSE after WE have paid YOUR claim for Loss of use of the HORSE;
- attendance and treatment of the HORSE after YOUR interest in the HORSE ends (for example because YOU sell it or return it to its owner).

## **Vet's fees (STANDARD)**

### **What is insured**

#### **How we will settle your claim**

The most WE will pay for each problem or related set of problems arising or becoming evident during investigation or treatment of YOUR HORSE are the limits shown on YOUR SCHEDULE.

WE will continue to pay these costs for up to 52 weeks after the date the ACCIDENT happens or the illness, disease or CONDITION first appears, provided:

- treatment is in progress on the expiry date of the PERIOD OF COVER; and
- the limits shown on YOUR SCHEDULE are not exceeded; and
- YOUR interest in the HORSE does not end (for example because YOU sell it or return it to its owner).

If WE consider that:

- the treatment given is unnecessary; or
- the cost of attendance and treatment is more than normally charged by a general or referral practice

WE will ask OUR VET for an opinion. If OUR VET agrees that either the treatment or costs are unnecessary or more than normally charged by a general or referral practice in the same area, then WE may only pay the costs that WE and OUR VET consider reasonable.

### **What is not insured**

The amount of any EXCESS shown on YOUR SCHEDULE.

Any charges YOU incur in making a claim.

Any medication, materials or other consumables provided or recommended by a VET that will be used more than 52 weeks after the date the ACCIDENT happens or the illness, disease or CONDITION first appears.

Any charges relating to late payment of bills.

# Vet's fees (VETERAN)

## What is insured

WE will pay for costs YOU incur for:

- VET'S fees and expenses for attendance and treatment of the HORSE;
- COMPLEMENTARY TREATMENT;
- 50% of hospital livery costs if it is necessary for the HORSE to be hospitalised for treatment by a VET or to have COMPLEMENTARY TREATMENT;
- reasonable transportation costs of the HORSE for treatment by a VET or COMPLEMENTARY TREATMENT;
- ALTERNATIVE HUSBANDRY;

due to an ACCIDENT which happens during the PERIOD OF COVER.

## What is not insured

WE will not pay for:

- an illness, disease or CONDITION;
- routine health care including routine farriery, elective treatment or wolf teeth removal;
- investigation into or treatment of behavioural problems unless directly due to an ACCIDENT;
- pregnancy, parturition or investigations into infertility;
- castration, cryptorchid castration or any associated or subsequent treatment;
- attendance and treatment of the HORSE after YOUR interest in the HORSE ends (for example because YOU sell it or return it to its owner).

## How we will settle your claim

The most WE will pay for each unrelated ACCIDENT are the limits shown on YOUR SCHEDULE.

The amount of any EXCESS shown on YOUR SCHEDULE.

WE will continue to pay these costs for up to 52 weeks after the date the ACCIDENT happens provided:

Any charges YOU incur in making a claim.

- treatment is in progress on the expiry date of the PERIOD OF COVER; and
- the limits shown on YOUR SCHEDULE are not exceeded; and
- YOUR interest in the HORSE does not end (for example because YOU sell it or return it to its owner).

Any medication, materials or other consumables provided or recommended by a VET that will be used more than 52 weeks after the date the ACCIDENT happens.

Any charges relating to late payment of bills.

If WE consider that:

- the treatment given is unnecessary; or
- the cost of attendance and treatment is more than normally charged by a general or referral practice

WE will ask OUR VET for an opinion. If OUR VET agrees that either the treatment or costs are unnecessary or more than normally charged by a general or referral practice in the same area, then WE may only pay the costs that WE and OUR VET consider reasonable.

# Personal liability - Horse

## What is insured

WE will pay amounts for which YOU are legally responsible following a claim made upon YOU for:

- ACCIDENT to or illness of any person;
- DAMAGE to property;

happening during the PERIOD OF COVER and arising from:

- ownership, possession or use by YOU of the HORSE (including driving and riding in a horse-drawn vehicle drawn by the HORSE);
- YOU riding, driving (including being a passenger), leading or handling any equine not owned by YOU; or
- any horse-drawn vehicle described on YOUR SCHEDULE while unattached.

If requested by YOU, WE will also pay amounts which anyone is legally responsible to pay in respect of:

- ACCIDENT to or illness of any person;
- DAMAGE to property;

happening during the PERIOD OF COVER and arising from them riding, driving (including being a passenger), leading or handling the HORSE.

## How we will settle your claim

The most WE will pay for any claim or claims arising directly or indirectly from the same source or original cause is the amount shown on YOUR SCHEDULE.

In addition, WE will pay legal fees and other expenses which WE have agreed to in writing.

If any person who has incurred liability, which is insured by this cover, dies WE will insure the legal representative of that person.

## What is not insured

Death, physical injury or illness of:

- YOU or YOUR FAMILY;
- any EMPLOYEE;
- the owner of the HORSE;
- a person who is the keeper of the HORSE under a formal arrangement; or
- the person who is legally responsible.

Property belonging to, or in the care of:

- YOU or YOUR FAMILY;
- any EMPLOYEE;
- the owner of the HORSE;
- a person who is the keeper of the HORSE under a formal arrangement; or
- the person who is legally responsible.

Liability directly or indirectly arising from or in connection with:

- DAMAGE to fences or crops caused by any equine being ridden, driven or led;
- the hiring out of any equine;
- any equine that is more specifically insured;
- any business or profession;
- riding establishment activities except where YOU are legally liable as a paying customer;
- any equine or horse-drawn vehicle being used for racing under the rules of a governing body as a professional (or training for these activities);
- ownership, possession or use of any watercraft, mechanically propelled vehicle or trailer;
- any agreement, unless the person who is legally responsible would have been liable without it.

The amount of any EXCESS shown on YOUR SCHEDULE for DAMAGE to property.

# Tack

## Definitions (applicable to this cover only)

### TACK

Saddles, bridles, harnesses, lead reins, halters, head collars, stirrups, stirrup leathers, girths, numnahs, rugs, blankets and other equine clothing, grooming kits, first aid kits and clippers, which belong to, or are the responsibility of, YOU or YOUR FAMILY, but not:

- horse-drawn vehicles;
- individual items described on YOUR SCHEDULE.

### What is insured

WE will pay for DAMAGE to any property described on YOUR SCHEDULE which occurs during the PERIOD OF COVER.

### What is not insured

DAMAGE caused by:

- wear and tear;
- moths, vermin, insects or fungus;
- damp, rust or frost;
- any process of dyeing, cleaning, repair or alteration;
- any gradually operating cause;
- mechanical or electrical breakdown.

DAMAGE to property used for any business or profession.

DAMAGE to personal clothing and accessories.

Theft from a building unless there has been forcible and violent entry.

Theft from a caravan, unattended motor vehicle or unattended horse trailer, unless all items are concealed from view, all windows are closed, all access points are locked and there has been forcible and violent entry.

### How we will settle your claim

WE will pay the cost of repairing or replacing the items, whichever is the less.

WE may, at OUR option, replace the property or any part of it, or arrange for repairs to be carried out.

The most WE will pay for any:

- one item of unspecified TACK;
- specified TACK;
- unspecified TACK in total;

are the amounts shown on YOUR SCHEDULE and any extra amount for INDEX LINKING.

If the sum insured on any property described on YOUR SCHEDULE at the time of DAMAGE is less than the cost of replacing the property as new, then a deduction will be made for wear, tear and depreciation.

The amount of any EXCESS shown on YOUR SCHEDULE.



## **Tack**

### **What is insured**

#### **No reduction in sum insured**

WE will not automatically reduce YOUR sum insured after a claim. However, if WE pay for the total loss of a specified item, cover for that item will end.

### **What is not insured**

# Horse-drawn vehicle

## What is insured

WE will pay for DAMAGE to any horse-drawn vehicle described on YOUR SCHEDULE which occurs during the PERIOD OF COVER.

## How we will settle your claim

WE will pay the cost of repairing or replacing the items, whichever is the less.

WE may, at OUR option, replace the property or any part of it, or arrange for repairs to be carried out.

If the sum insured on any horse-drawn vehicle described on YOUR SCHEDULE at the time of DAMAGE is less than the cost of replacing the property as new then a deduction will be made for wear, tear and depreciation.

The most WE will pay for any insured item is the sum insured for that item shown on YOUR SCHEDULE, and any extra amount for INDEX LINKING.

## No reduction in sum insured

WE will not automatically reduce YOUR sum insured after a claim. However, if WE pay for the total loss of a specified item, cover for that item will end.

## What is not insured

DAMAGE caused by:

- wear and tear;
- moths, vermin, insects or fungus;
- damp, rust or frost;
- any process of dyeing, cleaning, repair or alteration;
- any gradually operating cause;
- mechanical or electrical breakdown.

DAMAGE to property used for any business or profession.

The amount of any EXCESS shown on YOUR SCHEDULE.

# Personal liability - People

## What is insured

WE will pay amounts for which YOU are legally responsible following a claim made upon YOU for:

- ACCIDENT to or illness of any person;
- DAMAGE to property;

happening during the PERIOD OF COVER and arising from:

- YOU riding, driving (including being a passenger), leading or handling any equine not owned by YOU;
- any horse-drawn vehicle described on YOUR SCHEDULE while unattached.

## What is not insured

Death, physical injury or illness of:

- YOU or YOUR FAMILY;
- any EMPLOYEE; or
- the person who is legally responsible.

Property belonging to, or in the care of:

- YOU or YOUR FAMILY;
- any EMPLOYEE; or
- the person who is legally responsible.

Liability directly or indirectly arising from or in connection with:

- any equine owned by YOU;
- DAMAGE to fences or crops caused by any equine being ridden, driven or led;
- the hiring out of any equine;
- any equine that is more specifically insured;
- any business or profession;
- riding establishment activities except where YOU are legally liable as a paying customer;
- any equine or horse-drawn vehicle being used for racing under the rules of a governing body as a professional (or training for these activities);
- ownership, possession or use of any watercraft, mechanically propelled vehicle or trailer;
- any agreement, unless the person who is legally responsible would have been liable without it.

## How we will settle your claim

The most WE will pay for any claim or claims arising directly or indirectly from the same source or original cause is the amount shown on YOUR SCHEDULE.

In addition, WE will pay legal fees and other expenses which WE have agreed to in writing.

If any person who has incurred liability, which is insured by this cover, dies WE will insure the legal representative of that person.

The amount of any EXCESS shown on YOUR SCHEDULE for DAMAGE to property.

# Personal accident

## Definitions (applicable to this cover only)

### INSURED ACTIVITIES

YOU are insured for all equestrian activities apart from:

- ice tolt;
- promotional, film or stunt work;
- horse boarding or horse surfing;
- racing, except pony racing or point-to-pointing;

unless YOUR SCHEDULE states otherwise. This includes whilst an equine is in YOUR care and while being transported to or from the insured activities.

### JOB

YOUR usual occupation. If YOU are aged 16 years or over and not in paid work, "YOUR JOB" shall mean "paid work of any kind", and if YOU are aged 5 to 15 years inclusive, "YOUR JOB" shall mean "full time education".

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent:

- loss or loss of use of one or more hands or feet;
- loss of sight in one or both eyes;
- loss of speech; or
- loss of hearing in both ears.

### TOTAL DISABILITY

A disability which totally prevents YOU from doing YOUR JOB.

### What is insured

WE will provide benefit if YOU have an ACCIDENT whilst taking part in an INSURED ACTIVITY.

WE will pay for an ACCIDENT which, inside 104 weeks of happening, leads to:

- 1) death;
- 2) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
- 3) permanent TOTAL DISABILITY;
- 4) dental treatment carried out by a registered dental surgeon, orthodontist or dental hygienist;

and, if YOU have chosen this cover,

- 5) temporary TOTAL DISABILITY and hospital benefit.

### What is not insured

An ACCIDENT directly or indirectly arising from or in connection with:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- any business or profession;
- riding establishment activities except where YOU are a paying customer.

The first 7 days of disability.

# Personal accident

## What is insured

### How we will settle your claim

WE will pay the amount of benefit shown on YOUR SCHEDULE for only one of items 1, 2 or 3. That payment will end this cover for that person.

If WE pay under item 1 WE will pay the legal representative of the deceased, otherwise WE will pay the person who suffers the loss.

The most WE will pay for any one ACCIDENT under item 4 is shown on YOUR SCHEDULE.

The most WE will pay under item 5 is shown on YOUR SCHEDULE. The maximum time WE will pay for any one ACCIDENT is the number of weeks of benefit shown on YOUR SCHEDULE less the number of days when no benefit will be payable.

If WE are paying under item 5) and YOU suffer from another ACCIDENT, WE will not pay more than one amount for weekly benefits.

For hospital benefit WE will pay the amount shown on YOUR SCHEDULE if YOU have to stay in a hospital or nursing home.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER:

### 1) Missed education

If YOU are less than 18 years and have missed education due to an ACCIDENT WE will pay reasonable additional costs of home tuition required to maintain YOUR educational standards.

The most WE will pay is £1,500

### 2) Loss of fingers, thumbs or toes

If YOUR SCHEDULE includes LOSS OF LIMBS, SIGHT, SPEECH or HEARING WE will pay the following percentages of the benefit shown for loss by physical separation of at least one complete bone of a finger, thumb or toe or the total and permanent loss of use of a finger, thumb or toe:

- A thumb 20%
- A finger 10%
- A big toe 10%
- Any other toe 5%

## What is not insured

Tuition fees incurred during the first 7 days following the ACCIDENT.

Private school fees.

WE will not pay more than 100% of the benefit shown for LOSS OF LIMBS, SIGHT, SPEECH or HEARING for claims directly or indirectly arising from or in connection with the same ACCIDENT.

# Horse trailer

## Definitions (applicable to this cover only)

### FIRE

Fire, self-ignition, lightning or explosion.

### THEFT

- a) any actual or attempted theft or taking the trailer without YOUR permission (other than by a member of YOUR FAMILY or someone living in YOUR household);
- b) any malicious damage, FIRE, self-ignition or explosion resulting from a) above.

### INJURY

Bodily injury, death, illness or nervous shock.

### LEVEL OF COVER

The cover applicable to YOUR trailer is explained below. The level of cover applicable for each trailer insured is shown on YOUR SCHEDULE.

### COMPREHENSIVE

The cover described in this section under Damage to the trailer and Personal liability to the public applies.

### FIRE AND THEFT ONLY

Only the cover described in this section under Damage to the trailer applies. However YOU are only covered for loss or damage to the trailer caused by:

FIRE; or

- i) any actual or attempted THEFT or taking the trailer without YOUR permission (other than by a member of YOUR FAMILY or someone living in YOUR household);
- ii) any malicious damage or FIRE resulting from i) above.

### TERRORISM

An act, including but not limited to the use of, or threat of force, or violence 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 or to put the public or any section of the public in fear.

If WE allege that because of this exception any INJURY to any person, damage to any property, cost or expense is not covered the burden of proving the contrary shall be upon YOU.

In the event that any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## What is insured

### Damage to the trailer

If the trailer is lost, subject to THEFT or damaged WE will:

- pay the cost of repair; or
- pay the amount of the loss or damage; or
- replace the trailer.

WE will decide which of the above applies.

## What is not insured

WE will not pay for:

- anything which results in the trailer or any part of the trailer being in a better condition than before it was damaged;
- wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
- reduction in the MARKET VALUE of the trailer as the result of a repair;

# Horse trailer

## What is insured

### How we will settle your claim

The most WE will pay is the:

- MARKET VALUE of the trailer, which will be the amount it would cost to replace the trailer with one of the same make, model specification, age and condition; or
- value shown on YOUR SCHEDULE; whichever is the less.

If the trailer is subject to THEFT, and then recovered after WE have paid for the loss of the trailer, it will then belong to US.

If the trailer is so badly damaged that it is uneconomical to repair, WE will settle the claim and the damaged trailer will then belong to US.

### Recovery and Delivery

If the trailer is immobilised as a result of loss or damage insured by this cover WE will pay the reasonable costs of:

- protecting and transporting the trailer to the nearest suitable repairer; and
- returning the trailer after repair to YOUR address shown on YOUR SCHEDULE, or any other address YOU specify as long as this does not cost more than returning it to YOUR address on YOUR SCHEDULE.

### Hiring and Leasing

If the trailer is the subject of a hire-purchase agreement and WE can identify the legal owner of the trailer, WE will make any payment for the total loss or destruction of the trailer to the legal owner.

### Repairs

If WE have been informed of a claim under this cover and have been given a detailed estimate of the repairs, YOU may arrange for work to be started on any reasonable repairs.

## What is not insured

- damage to tyres by punctures, cuts, bursts or braking;
- mechanical or electrical failures, breakdowns or breakages;
- DAMAGE to any trailer being used for hire or reward or in connection with any business or profession.

The amount of any EXCESS shown on YOUR SCHEDULE.

YOU will not have to pay an accidental damage EXCESS if the damage:

- is caused by FIRE or THEFT;
- happens while the trailer is in the custody of a member of the Motor Trade for servicing or repair.

YOU will not have to pay the THEFT EXCESS if:

- the loss or damage happened when the trailer was garaged in a securely locked building of substantial construction, or a compound surrounded by secure walls or fences;
- the loss or damage happens while the trailer is in the custody of a member of the Motor Trade for servicing or repair.

# Horse trailer

## What is insured

### Personal liability to the public

WE will pay all damages and costs for which YOU are legally liable for:

- INJURY to any person;
- damage to property;

involving any trailer described on YOUR SCHEDULE.

## What is not insured

WE will not pay for:

- INJURY to any person arising out of or in the course of their employment;
- damage to any property which belongs to or is in the custody or control of anyone covered by this insurance or any INJURY to any person which arises directly or indirectly;
- liability arising from:
  - any business or profession,
  - the hiring out of any trailer or any trailer being used for hire or reward;
- liability arising while the trailer is attached to a motor vehicle, or as a direct result of the trailer becoming detached from a motor vehicle;
- liability incurred by anyone, other than YOU, if they are insured under any other insurance POLICY;
- INJURY to any person or damage to any property or any resulting loss, cost or expense caused directly or indirectly by TERRORISM or any action taken in controlling, preventing, suppressing or in any way relating to TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

## How we will settle your claim

The maximum amount payable for any one claim or a number of claims arising out of one cause will be the amount shown on YOUR SCHEDULE.

In addition WE will also pay:

- all legal costs recoverable from YOU by any claimant which have been incurred before WE have paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
  - solicitors fees for representation at any coroners inquest or fatal inquiry or defending in any court of summary jurisdiction;
  - costs for legal services to defend any person WE insure, if proceedings are taken for manslaughter;
  - all other costs and expenses;
- all incurred with our written consent.



## **Horse trailer**

### **What is insured**

#### **Other persons cover**

In the same way as YOU are covered, WE will cover:

- at YOUR request, any other person who incurs liability;
- the legal representative of any deceased person who, before their death, incurred liability covered by this insurance.

#### **Application of Personal liability limits of indemnity**

If WE provide cover to more than one person for any one claim or number of claims arising out of one cause:

- the aggregate amount that WE will pay shall not exceed the amount shown on YOUR SCHEDULE;
- cover will apply, in priority, to YOU.

#### **Joint insured clause**

If YOUR POLICY is issued in more than one name, cover will apply as though a separate POLICY had been issued to each person, but the aggregate amount that WE will pay for any one claim or number of claims arising out of one cause shall not exceed the amount shown on YOUR SCHEDULE.

### **What is not insured**

# Horse rider

## Definitions (applicable to this cover only)

### INSURED ACTIVITY

Cover applies while the HORSE is the responsibility of an INSURED PERSON and while being transported to or from all equestrian activities except:

- ice tolt;
  - promotional, film or stunt work;
  - horse boarding or horse surfing;
  - racing, except pony racing or point-to-pointing;
- unless YOUR POLICY SCHEDULE states otherwise.

### JOB

The usual occupation of the INSURED PERSON. If the INSURED PERSON is aged 16 years or over and not in paid work, "JOB" shall mean "paid work of any kind", and if the INSURED PERSON is aged 5 to 15 years inclusive, "JOB" shall mean "full time education".

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent:

- loss or loss of use of one or more hands or feet;
- loss of sight in one or both eyes;
- loss of speech; or
- loss of hearing in both ears.

### PUT TO SLEEP

Euthanasia:

- without OUR written consent which is immediately carried out following confirmation by a VET that the injury cannot be treated and the suffering is so excessive that it is not humane to keep the HORSE alive until YOU can contact US and to delay would be an act of cruelty; or
- with OUR prior written consent.

This criteria is in accordance with the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of horses under All Risks Mortality insurance policies.

### TACK

Saddles, bridles, harnesses, lead reins, halters, head collars, stirrups, stirrup leathers, girths, numnahs, rugs, blankets and other equine clothing, grooming kits, clippers and horse-drawn vehicles.

### TOTAL DISABILITY

A disability which totally prevents the INSURED PERSON from doing their JOB.

# Horse rider - Custodial liability

## What is insured

WE will pay if the HORSE:

- is stolen or mysteriously disappears whilst taking part in an INSURED ACTIVITY during the PERIOD OF COVER; or
- dies or is PUT TO SLEEP due to an ACCIDENT which happens whilst taking part in an INSURED ACTIVITY during the PERIOD OF COVER.

If treatment is in progress on the expiry date of the PERIOD OF COVER and continues until the HORSE dies or is PUT TO SLEEP, WE will pay provided that the death occurs within 104 weeks after the date the ACCIDENT happens.

## How we will settle your claim

The most WE will pay is:

- the sum insured shown on YOUR SCHEDULE; or
  - the MARKET VALUE if less than 16 years old;
- whichever is the less.

Payment will normally be made to the legal owner of the HORSE.

In the event of a claim, it is YOUR responsibility to provide proof of the MARKET VALUE.

## Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER:

### 1) Rescue costs

WE will pay for any costs which YOU legally have to pay a professional rescue organisation or the Police for the attempted rescue or recovery of the HORSE.

The most WE will pay is £750.

### 2) Advertising and reward costs

WE will pay for the cost of advertising for the missing HORSE and for a reward which leads to its recovery.

The most WE will pay is £750.

## What is not insured

WE will not pay for:

- destruction:
  - on the order of any government or local authority or under any rules relating to a specific disease,
  - because it is incapable of performing the function(s) for which it is kept,
  - for financial reasons;
- behavioural problems unless directly due to an ACCIDENT;
- any HORSE that is more specifically insured.

## Horse rider - Custodial liability

### What is insured

#### 3) Collection charge

WE will pay any costs YOU are liable to pay a bona fide disposal centre due to a valid claim for the loss of the HORSE.

The most WE will pay is £250.

## Horse rider - Vet's fees

### What is insured

WE will pay for costs YOU incur for:

- VET'S fees and expenses for attendance and treatment of the HORSE;
- COMPLEMENTARY TREATMENT;
- 50% of hospital livery costs if it is necessary for the HORSE to be hospitalised for treatment by a VET or to have COMPLEMENTARY TREATMENT;
- reasonable transportation costs of the HORSE for treatment by a VET or COMPLEMENTARY TREATMENT;
- ALTERNATIVE HUSBANDRY;

due to an ACCIDENT which happens whilst taking part in any INSURED ACTIVITY during the PERIOD OF COVER.

### How we will settle your claim

The most WE will pay for each unrelated ACCIDENT are the limits shown on YOUR SCHEDULE.

WE will continue to pay these costs for up to 52 weeks after the date the ACCIDENT happens, provided:

- treatment is in progress on the expiry date of the PERIOD OF COVER; and
- the limits shown on YOUR SCHEDULE are not exceeded.

If WE consider that:

- the treatment given is unnecessary; or
- the cost of attendance and treatment is more than normally charged by a general or referral practice

WE will ask OUR VET for an opinion. If OUR VET agrees that either the treatment or costs are unnecessary or more than normally charged by a general or referral practice in the same area, then WE may only pay the costs that WE and OUR VET consider reasonable.

### What is not insured

### What is not insured

WE will not pay for:

- routine health care including routine farriery, elective treatment or wolf teeth removal;
- investigation into or treatment of behavioural problems unless directly due to an ACCIDENT;
- any HORSE that is more specifically insured.

The amount of any EXCESS shown on YOUR SCHEDULE.

Any charges YOU incur in making a claim.

Any medication, materials or other consumables provided or recommended by a VET that will be used more than 52 weeks after the date the ACCIDENT happens.

Any charges relating to late payment of bills.

# Horse rider - Personal liability

## What is insured

WE will pay amounts for which an INSURED PERSON is legally responsible following a claim made for:

- ACCIDENT to or illness of any person;
- DAMAGE to property;

happening in connection with the HORSE during the PERIOD OF COVER and arising from an INSURED ACTIVITY.

## What is not insured

Death, physical injury or illness of:

- an INSURED PERSON or their FAMILY;
- any EMPLOYEE;
- the owner of the HORSE.

Property belonging to, or in the care of:

- an INSURED PERSON or their FAMILY;
- any EMPLOYEE;
- the owner of the HORSE;

other than as stated under the Custodial liability, Vet's fees or Tack covers.

Liability directly or indirectly arising from or in connection with:

- any equine owned by YOU or an INSURED PERSON;
- damage to fences or crops caused by the HORSE;
- any HORSE that is more specifically insured;
- any business or profession;
- riding establishment activities except where an INSURED PERSON is legally liable as a paying customer;
- any HORSE being used for racing under the rules of a governing body as a professional (or training for these activities);
- ownership, possession or use of any watercraft, mechanically propelled vehicle or trailer;
- any agreement, unless the person who is legally responsible would have been liable without it.

## How we will settle your claim

The most WE will pay for any claim or claims arising directly or indirectly from the same source or original cause is the amount shown on YOUR SCHEDULE.

In addition, WE will pay legal fees and other expenses which WE have agreed to in writing.

If any INSURED PERSON who has incurred liability, which is insured by this cover, dies WE will insure the legal representative of that INSURED PERSON.

The amount of any EXCESS shown on YOUR SCHEDULE for DAMAGE to property.

## Horse rider - Personal accident

This cover is included if the INSURED PERSON is aged between 5 and 75 years inclusive and benefits are shown on YOUR SCHEDULE.

### What is insured

WE will provide benefit if an INSURED PERSON has an ACCIDENT whilst taking part in an INSURED ACTIVITY with the HORSE.

WE will pay for an ACCIDENT which, inside 104 weeks of happening, leads to:

- 1) death;
- 2) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
- 3) permanent TOTAL DISABILITY;
- 4) dental treatment carried out by a registered dental surgeon, orthodontist or dental hygienist;
- 5) temporary TOTAL DISABILITY and hospital benefit.

### How we will settle your claim

WE will pay the amount of benefit shown on YOUR SCHEDULE for only one of items 1, 2 or 3. That payment will end this cover for that INSURED PERSON.

If WE pay under item 1 WE will pay the legal representative of the deceased, otherwise WE will pay the person who suffers the loss.

The most WE will pay for any one ACCIDENT under item 4 is shown on YOUR SCHEDULE.

The most WE will pay under item 5 is shown on YOUR SCHEDULE. The maximum time WE will pay for any one ACCIDENT is the number of weeks of benefit shown on YOUR SCHEDULE less the number of days when no benefit will be payable.

If WE are paying under item 5 and YOU suffer from another ACCIDENT, WE will not pay more than one amount for weekly benefits.

For hospital benefit WE will pay the amount shown on YOUR SCHEDULE if the INSURED PERSON has to stay in a hospital or nursing home.

### What is not insured

An ACCIDENT directly or indirectly arising from or in connection with:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- any business or profession;
- riding establishment activities except where the INSURED PERSON is a paying customer.

The first 7 days of disability.

## Horse rider - Personal accident

### What is insured

#### Additional insurance

YOU are also insured for the following if they happen during the PERIOD OF COVER:

#### 1) Missed education

If the INSURED PERSON is less than 18 years and has missed education due to an ACCIDENT WE will pay reasonable additional costs of home tuition required to maintain the INSURED PERSON's educational standards.

The most WE will pay is £1,500.

#### 2) Loss of fingers, thumbs or toes

If cover for the INSURED PERSON includes LOSS OF LIMBS, SIGHT, SPEECH or HEARING WE will pay the following percentages of the benefit shown for loss by physical separation of at least one complete bone of a finger, thumb or toe or the total and permanent loss of use of a finger, thumb or toe:

A thumb 20%

A finger 10%

A big toe 10%

Any other toe 5%

### What is not insured

Tuition fees incurred during the first 7 days following the ACCIDENT.

Private school fees.

WE will not pay more than 100% of the benefit shown for LOSS OF LIMBS, SIGHT, SPEECH or HEARING for claims directly or indirectly arising from or in connection the same ACCIDENT.

## Horse rider - Tack

### What is insured

WE will pay for DAMAGE to any TACK being worn or used by the HORSE whilst taking part in an INSURED ACTIVITY during the PERIOD OF COVER.

### What is not insured

DAMAGE caused by:

- wear and tear;
- moths, vermin, insects or fungus;
- damp, rust or frost;
- any process of dyeing, cleaning, repair or alteration;
- any gradually operating cause;
- mechanical or electrical breakdown.

TACK owned by YOU, or an INSURED PERSON, or YOUR FAMILY.

DAMAGE to property used for any business or profession.

DAMAGE to personal clothing and accessories.

DAMAGE which is covered under a more specific insurance.

Theft from a building unless there has been forcible and violent entry.

Theft from a caravan, unattended motor vehicle or unattended horse trailer, unless all items are concealed from view, all windows are closed, all access points are locked and there has been forcible and violent entry.

## **Horse rider - Tack**

### **What is insured**

#### **How we will settle your claim**

WE will pay the cost of repairs or the value of the TACK (after taking into account wear, tear and depreciation), whichever is the less.

WE may, at OUR option, replace the TACK or any part of it, or arrange for repairs to be carried out.

The most WE will pay for any:

- one item of unspecified TACK;
  - unspecified TACK in total;
- are the amounts shown on YOUR SCHEDULE.

Payment for a total loss or destruction will normally be made to the legal owner of the TACK.

### **What is not insured**

The amount of any EXCESS shown on YOUR SCHEDULE.



# Equine rescue services

At NFU Mutual we understand that should an emergency arise or accident happen which involves your horse or pony these are often highly emotive and distressing situations.

As the country's leading rural insurers we also understand that you, our customer, would prefer to be free to concentrate on looking after your horse or pony while help is arranged for you.

**Equine rescue service** offers you:

- 24 hour, 365 days freephone access.
- Clear advice and incident management services provided by experienced specialists.
- Access to a specialist equine vet\* and attendance to the horse or pony following an accident.
- Emergency transportation\* or livery\* of the horse or pony as a result of:
  - an accident or breakdown involving any horsebox or trailer;
  - fire or other serious damage to the stables where the horse or pony is kept;
  - an injury to the horse or pony during a competition;
  - any major problem or injury which affects the horse or pony anywhere in the UK.
- Farrier referral service - if you can't contact the usual farrier one will be contacted for you.
- Message relay service - if you are unable to contact your family or friends, this will be done for you.
- Emergency services liaison and co-ordination - these will be directed and organised as necessary.

\* You will be charged the current market rates for any veterinary treatment, transport or livery services provided.

Where the incident involves the recovery of a motor vehicle (including horseboxes) or a trailer (including horse or livestock trailers), you must provide details of a valid debit or credit card in case we cannot validate cover immediately. Where any payment is taken and cover is later validated under another NFU Mutual policy, we will refund payment. You will still have to pay for parts used in the repair.

This service is provided automatically under your policy without you having to pay any additional premium.

If you need to access the service, please ring 0800 783 6091, ask for the Equine rescue service, and quote your policy number shown on your schedule for this policy.

# Equine legal services

At NFU Mutual our Horse and Rider policy is tailor-made to provide you with the protection you need at a competitive price.

As the country's largest rural insurer, we also understand that involvement with horses brings its fair share of responsibilities, which is why we offer a free Legal Advice Service to provide you with complete peace of mind.

There are many legal issues facing horse riders. At NFU Mutual, our Legal Advice Service exists to offer you the best advice and support available.

**Legal advice service** offers you:

- Specialist legal advice, for the cost of a national rate telephone call via a helpline available 24 hours a day, 7 days a week in England & Wales. Legal advice for other countries is provided during business hours Monday to Friday.
- Return call service on a date and at a time that takes into account your availability.

Even though we are confident that your Horse and Rider policy gives you the best possible protection, sometimes an insurance policy is not enough on its own.

That's why we also offer a free legal expenses service to help you attempt to recover any losses you suffer as a result of any accident which was not your fault.

**Legal expenses cover** offers you:

- Access to a dedicated team of loss recovery specialists during business hours Monday to Friday at the cost of a national rate telephone call.
- Minimum paperwork when initiating a claim - most cases will be dealt with by telephone.
- Legal expenses to pursue a recovery (see your schedule for cover limits).
- The support of a professional team devoted to your interests.
- Automatic cover for every horse or rider insured with NFU Mutual.

Each of the above services is provided automatically under your policy without you having to pay any additional premium.

If you need to access the services, please ring 0370 844 5678 and quote your policy number shown on your schedule for this policy.

# Legal expenses cover

## Definitions (applicable to this cover only)

### ADVISORY SERVICE

DAS Legal Expenses Insurance Company Limited administers the independent claims handling service and DAS Law Limited which administers the legal advice helpline on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### APPOINTED REPRESENTATIVE

A solicitor or other appropriately qualified person appointed to act for YOU or any BENEFICIARY.

### BENEFICIARY

Any person riding, driving (including being a passenger), leading or handling the HORSE.

Under Horse rider cover, BENEFICIARY means any INSURED PERSON taking part in an INSURED ACTIVITY with the HORSE at the time of the occurrence of the incident which gives rise to a claim under this cover.

Anyone claiming under this cover must have YOUR agreement to claim.

### LEGAL EXPENSES

- fees, expenses and other disbursements reasonably and properly incurred by the APPOINTED REPRESENTATIVE in respect of any claim or legal proceedings;
- costs and expenses of expert witnesses provided that such costs and expenses have the prior approval of the ADVISORY SERVICE;
- costs payable by YOU or any BENEFICIARY following an award of costs by the relevant court or tribunal in connection with any claims or legal proceedings, or payable pursuant to an approved out of court settlement entered into by YOU or any BENEFICIARY as a result of any claims or legal proceedings;
- costs and expenses incurred by US or the ADVISORY SERVICE in respect of any claim or legal proceedings.

### REASONABLE PROSPECTS OF SUCCESS

The chance of succeeding in obtaining judgement in YOUR or the BENEFICIARY<sup>TM</sup> favour and then obtaining satisfaction of the judgement are estimated by the APPOINTED REPRESENTATIVE to be at least 51%.

### TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands including journeys between them.

### What is insured

WE will pay all reasonable LEGAL EXPENSES arising from:

- ownership, possession or use by YOU of the HORSE;
- YOU riding, driving (including being a passenger), leading or handling any equine not owned by YOU;
- any BENEFICIARY, provided that YOU, at the time YOU make the claim, submit a written request to the ADVISORY SERVICE that the benefits of this cover should apply to such person;

### What is not insured

LEGAL EXPENSES in respect of any claim or legal proceedings:

- arising, made, commenced or brought:
  - by YOU against any BENEFICIARY
  - by any BENEFICIARY against YOU;
- arising out of:
  - the HORSE not being used in accordance with the General conditions;
  - any business or profession;
  - claims for loss of animal where loss of animal cover has been taken out for an amount below the MARKET VALUE of the HORSE;

## Legal expenses cover

### What is insured

for the pursuit of legal rights to obtain a remedy or recover damages from any other party for uninsured losses following an ACCIDENT occurring during the PERIOD OF COVER, and within the TERRITORIAL LIMITS.

If YOU notify the ADVISORY SERVICE of an ACCIDENT during the PERIOD OF COVER which has given rise to or which may give rise to a claim or legal proceedings, any subsequent claim or legal proceedings in respect of that event will be treated as though it had been commenced during the PERIOD OF COVER. If any ACCIDENT occurs during the PERIOD OF COVER but YOU fail to notify US or the ADVISORY SERVICE of the ACCIDENT within six months then cover will not be available unless the ADVISORY SERVICE at its discretion considers that:

- the delay has not caused any adverse impact on the REASONABLE PROSPECTS OF SUCCESS; and
- YOU or the BENEFICIARY did not know; and could not reasonably have known at the time of the ACCIDENT that it would give rise to damages in respect of which a claim could potentially be pursued.

### What is not insured

- any professional negligence by someone handling or treating the HORSE (this includes but is not limited to vets, farriers, horse trainers and horse transportation service providers);
- a breach of contract or misrepresentation in the buying or selling of a horse or horse equipment involved in the ACCIDENT, including but not limited to breaches of the Sale of Goods Act 1979;
- any horse kicking related ACCIDENT where the horse that caused the ACCIDENT cannot be determined by reference to witness evidence or other clear evidence e.g. CCTV footage;
- any ACCIDENT where there is no identifiable party at fault, the identity of the potential defendant cannot be determined, or the defendant has no realistic means of satisfying any judgement that may be made against them;
- a legal action that YOU or a BENEFICIARY takes which the ADVISORY SERVICE has not agreed to, or where YOU or the BENEFICIARY has deliberately brought the claim about, or otherwise does anything that hinders the ADVISORY SERVICE or the APPOINTED REPRESENTATIVE;
- which relate to fines or penalties imposed by any court, including but not limited to an adverse costs award (other than adverse costs awards that are made on the basis that the overall claim made has not succeeded) imposed due to a delay, default and/or failure to comply with any court order by YOU or a BENEFICIARY.

LEGAL EXPENSES incurred before the consent of either US or the ADVISORY SERVICE has been given, unless such consent is given subsequently.

LEGAL EXPENSES relating to any claim or counterclaim made against YOU or a BENEFICIARY in respect of an ACCIDENT.

LEGAL EXPENSES relating to a claim for damages for which the BENEFICIARY is insured under any other insurance.

Personal expenses that YOU or the BENEFICIARY may incur in relation to pursuing a claim e.g. time and travel costs for attending court hearings or the offices of the APPOINTED REPRESENTATIVE or postal costs.

### How we will settle your claim

The most WE will pay in respect of all LEGAL EXPENSES arising from the same ACCIDENT is shown on YOUR SCHEDULE.

# Legal expenses cover

## Special conditions

### 1) Consent

The consent of the ADVISORY SERVICE must be obtained before the pursuit of any claims or legal proceedings are commenced.

If the ADVISORY SERVICE considers that the pursuit of any claim or legal proceedings has not got REASONABLE PROSPECTS OF SUCCESS then consent may be refused or withdrawn.

If consent is given but subsequently withdrawn, the ADVISORY SERVICE will pay LEGAL EXPENSES incurred prior to the date of withdrawal of the claim.

The ADVISORY SERVICE may, if it considers the case not to have REASONABLE PROSPECTS OF SUCCESS, at its discretion, require YOU or the BENEFICIARY at your own expense to obtain an opinion from approved Counsel on the merits of the claim. The cost of obtaining the opinion will however be re-paid by the ADVISORY SERVICE if counsel's opinion indicates that there is REASONABLE PROSPECTS OF SUCCESS.

If an enforceable judgement is obtained in YOUR or a BENEFICIARY's favour in respect of a claim for which the ADVISORY SERVICE has refused to give consent to pay LEGAL EXPENSES due to lack of REASONABLE PROSPECTS OF SUCCESS, the ADVISORY SERVICE will subsequently pay such LEGAL EXPENSES in the terms of this cover as if consent had been given in the first instance. This will not apply if cover was refused or withdrawn on other grounds e.g. breaches of obligations owed by YOU or a BENEFICIARY under the LEGAL EXPENSES policy.

The ADVISORY SERVICE may at its sole discretion at any point during a claim pay YOU or the BENEFICIARY a reasonable amount in respect of any damages claimed by YOU or the BENEFICIARY instead of starting or continuing legal proceedings.

Apart from US and the ADVISORY SERVICE, YOU are the only person who may enforce all or any part of YOUR LEGAL EXPENSES cover and the rights and interests arising from it or connected with it. This means the Contracts (Rights of Third Parties) Act 1999 does not apply to the LEGAL EXPENSES cover in relation to any third party rights or interests.

## Legal expenses cover

### 2) Representation

An APPOINTED REPRESENTATIVE will be chosen by the ADVISORY SERVICE. However, if cover is confirmed, YOU or the BENEFICIARY shall be free to nominate an alternative APPOINTED REPRESENTATIVE by notifying the ADVISORY SERVICE of the nomination and sending the ADVISORY SERVICE their name, address and contact details.

An APPOINTED REPRESENTATIVE chosen by YOU or the BENEFICIARY will only be appointed if they accept the ADVISORY SERVICES standard terms of appointment (which may include the nominated APPOINTED REPRESENTATIVE acting on a no win no fee basis) and satisfy the ADVISORY SERVICE that their experience and quality standards are sufficient to enable adequate representation.

If an APPOINTED REPRESENTATIVE chosen by YOU or the BENEFICIARY breaches the standard terms of appointment, fails to keep the ADVISORY SERVICE updated, fails to co-operate with the ADVISORY SERVICE, or fails to pass a file audit then consent for the APPOINTED REPRESENTATIVE to continue pursuing the claim on your behalf may be withdrawn.

The APPOINTED REPRESENTATIVE:

- will be appointed in YOUR or the BENEFICIARY's name and on behalf of YOU or the BENEFICIARY;
- is entitled to instruct Counsel but must advise details of Counsel to the ADVISORY SERVICE with an explanation of such action and related costs so that the ADVISORY SERVICE can confirm their approval.

The ADVISORY SERVICE will have direct contact with the APPOINTED REPRESENTATIVE as required from time to time.

### 3) Obligations on YOU and the BENEFICIARY

YOU and the BENEFICIARY shall:

- give the ADVISORY SERVICE full details of any potential claim as soon as possible and provide any information or other items requested in relation to such a claim promptly (and in writing if required);
- co-operate fully with the ADVISORY SERVICE and APPOINTED REPRESENTATIVE;
- keep to the terms and conditions of the POLICY and LEGAL EXPENSES cover;
- notify the ADVISORY SERVICE immediately of any changes in circumstance or developments which may affect the claim;
- take reasonable steps to keep LEGAL EXPENSES as low as possible;
- notify the ADVISORY SERVICE of any offer of settlement received as soon as possible;

## Legal expenses cover

- take every step to recover LEGAL EXPENSES and to ensure recovered LEGAL EXPENSES are repaid to the ADVISORY SERVICE;
- give the APPOINTED REPRESENTATIVE any instructions that the ADVISORY SERVICE reasonably stipulate should be given. This includes but is not limited to:
  - instructing the APPOINTED REPRESENTATIVE to comply with the standard terms of appointment;
  - instructing the APPOINTED REPRESENTATIVE to provide the ADVISORY SERVICE with any update, information, report, document or advice or other requested details relating to the claim;
  - providing the APPOINTED REPRESENTATIVE with all information, instructions and assistance that is reasonably required to enable the APPOINTED REPRESENTATIVE to deal with the claim;
  - instructing the APPOINTED REPRESENTATIVE to have LEGAL EXPENSES assessed or audited; and
  - instructing the APPOINTED REPRESENTATIVE to pay recovered costs to the ADVISORY SERVICE.

If an APPOINTED REPRESENTATIVE refuses to continue acting for YOU or the BENEFICIARY for good reason, or if YOU or the BENEFICIARY dismiss the APPOINTED REPRESENTATIVE without good reason, cover will be withdrawn immediately unless the ADVISORY SERVICE have agreed that it would be reasonable in the context of the situation to allow another APPOINTED REPRESENTATIVE to take over the claim.

If an offer of settlement is received but YOU or the BENEFICIARY unreasonably refuse to accept it, the ADVISORY SERVICE will withdraw cover.

If YOU or the BENEFICIARY settle a claim, or withdraw it without the ADVISORY SERVICES agreement; fail to provide the APPOINTED REPRESENTATIVE with suitable instructions, or unreasonably fail to notify the APPOINTED REPRESENTATIVE or the ADVISORY SERVICE within 21 days of any offer of settlement that is received, then cover will be withdrawn immediately. The ADVISORY SERVICE will also be entitled to reclaim from YOU or the BENEFICIARY any LEGAL EXPENSES that have been incurred prior to withdrawal.

Any other failure to comply with an obligation on YOU or the BENEFICIARY will also entitle the ADVISORY SERVICE to withdraw cover.

## **Legal expenses cover**

### **4) Arbitration**

Should any dispute arise between US or the ADVISORY SERVICE and YOU or a BENEFICIARY, such dispute will be referred to an arbitrator appointed in accordance with the current statutory provisions. Where arbitration occurs, an award must be made by the arbitrator before any proceedings are commenced against US or the ADVISORY SERVICE.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs. If the decision is made in favour of US or the ADVISORY SERVICE, YOUR or the BENEFICIARY's costs are not recoverable under this cover.

### **Legal advice helpline**

0370 844 5678 (available 24 hours a day, 7 days a week in England & Wales. Legal advice for other countries is provided during business hours Monday to Friday). Calls may be recorded for quality and training purposes.



# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - (e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
  - (a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
  - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - (g) "YOU" and "YOUR" refer to the policyholder.

If you'd like this document in large print, braille or audio, just contact us.

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**To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.**

**[www.nfumutual.co.uk](http://www.nfumutual.co.uk)**