



**WorldHorseWelfare**

# World Horse Welfare ChampionPlus

with Veterinary Membership Policy



May 2019

Specially arranged by South Essex Insurance Brokers Ltd.

**Call 01708 850 000**

[www.seib.co.uk](http://www.seib.co.uk)   

**SEIB**  
INSURANCE BROKERS.  
Over 50 years of excellent service

## **CONTENTS**

Page 3

**Important Information**

Page 7

**General Definitions**

Page 9

**Insuring Clause**

Page 10

**General Conditions**

Page 13

**General Exceptions**

Page 15

**Further Information**

## 1. IMPORTANT INFORMATION

This **Policy** is a contract between the **Master Insurance Holder** and **Us**, administered and specially arranged by **SEIB** on **Our** behalf in accordance with the authorisation granted under the Reference NX0000692710 and any renewal thereof and amendments thereto.

This **Policy** consists of this document and endorsements, if any, all are to be read as one contract. In this **Policy**, certain words or phrases are specially defined.

**We** will, in consideration of the payment of the **Membership Fee** by **You**, insure **Your Horse**, subject to the terms and conditions of this **Policy**, during the **Period of Insurance** and the **Period of Membership**.

**You** should read this **Policy** carefully and make sure that it meets **Your** needs.

**You** should keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

### 1.1 About South Essex Insurance Brokers (SEIB)

South Essex Insurance Brokers Limited (**SEIB**) is authorised and regulated by the Financial Conduct Authority (Firm Reference No 479477). **SEIB's** registered office is Beaufort House, Brunswick Road, Gloucester, GL1 1JZ. Registered in England No. 6317314.

### 1.2 About The Insurer

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 202695). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

XL Insurance Company SE - Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England - Company Number SE000080.

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

### 1.3 Eligibility Criteria

The **Horse** is only covered whilst **You** are an active **Member** of the **Master Insurance Holder** during **Your Period of Membership**.

**We** will only cover a **Horse** if it is thirty (30) days old or older.

### 1.4 Information You Have Given Us

In deciding to accept this **Policy** **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed and;
- (b) decline all claims.

If **We** establish that **You** carelessly provided untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed and refuse to pay any claim. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (ii) cancel **Your Policy** in accordance with the 'Cancellation and Cooling Off Period' General Condition 4.9.

**We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (i), in which case **You** may then give **Us** fourteen (14) days' notice that **You** are terminating this **Policy**.

### 1.5 Changes We Need To Know About

**You** must notify **SEIB** in writing, by email or by telephone as soon as practicable if **You** become aware of any changes in the information **You** have provided which happens before or during any **Period of Membership**, for example, if **Your** address provided changes during the **Period of Membership**.

When a change is notified **You** will be told if this affects this **Policy**. For example, **We** may cancel this **Policy** in accordance with the 'Cancellation and Cooling-Off Period' General Condition 4.9. If **You** do not inform **SEIB** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## 1.6 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

## 1.7 Sanctions

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

## 1.8 Choice Of Law

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be in English.

## 1.9 Accessibility

Upon request to **SEIB We** can provide Braille, audio or large print versions of the **Policy** and any associated documentation. If **You** require an alternative format **You** should contact **SEIB**.

## 1.10 Third Party Rights

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

## 1.11 Several Liability

**We** bind ourselves severally and not jointly, that is, in the event of a claim, each of **Us** (and **Our** Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk. **You** or **Your** representative can obtain the name of each of **Us** and **Our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

## 1.12 Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this **Policy**, will be used by the Insurer for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfillment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because we operate as part of a global business, we may transfer **Your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which **Your** personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with **Your** complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.



For more information about how we process **Your** personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

### 1.13 SEIB's Data Privacy Notice

**Your** privacy is important to **SEIB**. **SEIB** will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which **SEIB** may hold about **You** or process is **SEIB** who **You** can contact via the Data Protection Officer, at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk)

**SEIB** process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and **SEIB's** regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.



### Special Categories of Data

In order to provide **Your** insurance **Policy** or when making a claim, **SEIB** may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' **SEIB** are required to obtain **Your** consent to process this information. If **You** do not consent to **SEIB** processing this information **SEIB** may be unable to provide **Your** insurance **Policy** or process any claim. **You** are entitled to withdraw this consent at any time.

However, withdrawing **Your** consent may mean **SEIB** are unable to continue providing **Your** cover meaning **Your** insurance **Policy** may be cancelled. **Your Policy** terms and conditions set out what will happen in the event **Your Policy** is cancelled.

Where **SEIB** have **Your** consent, **SEIB** may market their services to **You** or provide **Your** personal data to **SEIB's** related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting **Us**.

### Fraud Prevention

**SEIB** may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, **SEIB** will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, **SEIB** may appoint loss adjusters or external investigation services to act on **Our** behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

### Further Information

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to **SEIB's** Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact **SEIB's** Data Protection Officer.

For more information about how Catlin Underwriting Agencies Limited process **Your** personal information and uses which Catlin Underwriting Agencies Limited make of it, please see their full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>

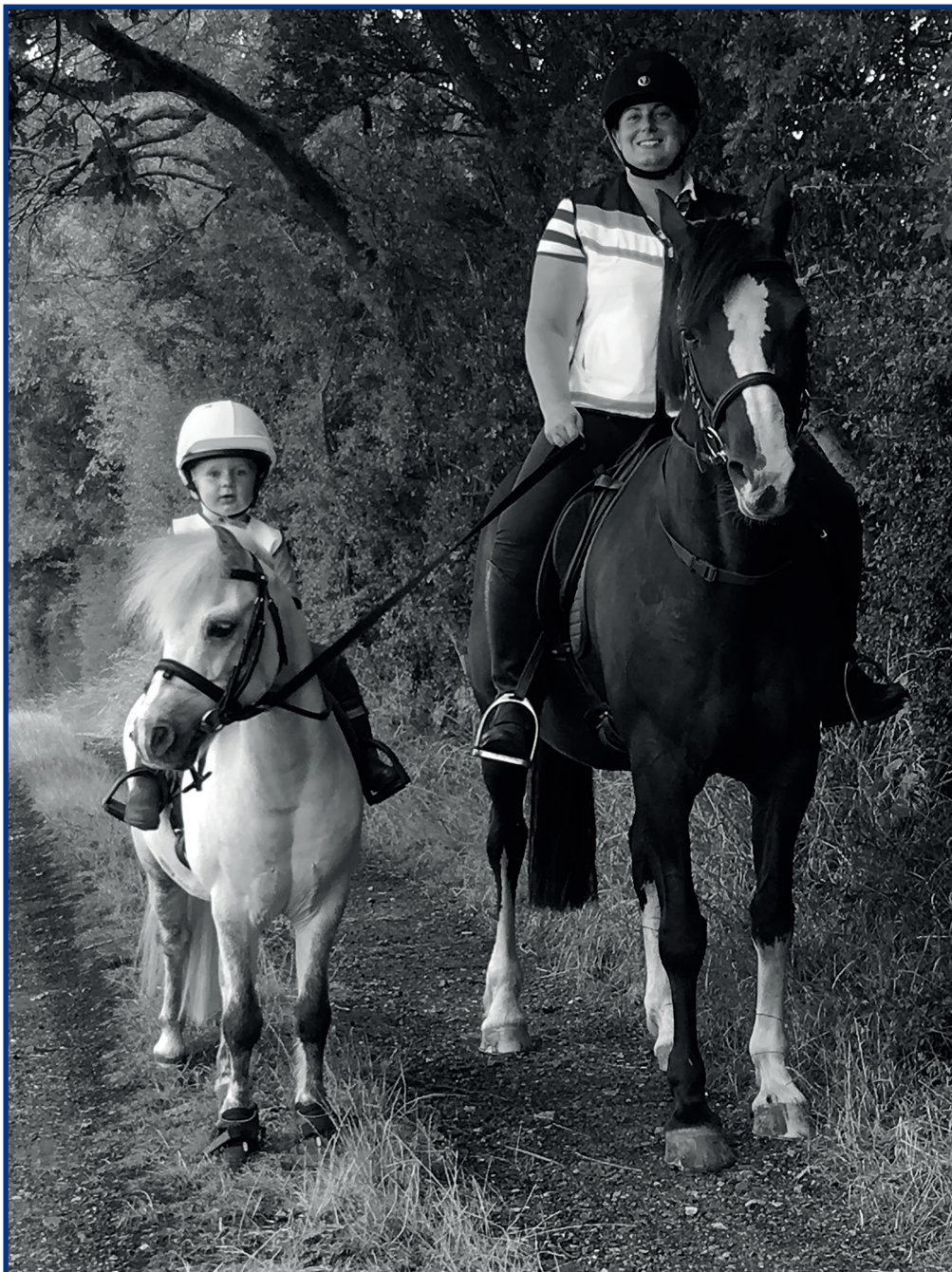
## 2 GENERAL DEFINITIONS

Wherever the following words appear in **bold** starting with a capital letter in this **Policy** they will have the following meaning:

- 2.1 **Accident/Accidental** means a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the **Period of Membership**.
- 2.2 **Accidental External Injury** means a sudden physical injury caused by **Accidental**, violent and visible means where **Your Horse** has a visible external wound excluding strains of tendons and ligaments.
- 2.3 **Complementary Treatment** means the following treatments:  
Acupuncture, Chiropractic Manipulation, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Laser Treatment, Magnetic Treatment, Nutraceuticals, Osteopathy, Physiotherapy and Remedial Farriery and any **Veterinary Treatment, Livery** or **Transport** associated with or required for the aforementioned treatments, when carried out by a **Veterinary Surgeon**, or under the supervision of a **Veterinary Surgeon** and carried out by a **Farrier, Equine Podiatrist** or a therapist who holds a nationally recognised qualification, approved by **Us**, in their subject.
- 2.4 **Equine Dental Technician** means an equine dental technician with a current and valid license to practice, issued by the appropriate governing agency.
- 2.5 **Equine Podiatrist** means a qualified equine podiatrist, who has produced two **Veterinary** references and is confirmed by **Us** in writing as acceptable.
- 2.6 **Excess** means the amount of £135 **You** must pay towards each and every claim.
- 2.7 **Experimental, Non-Customary or Unproven Treatment** means unproven therapy not generally accepted by the community of **Veterinary Surgeons**.
- 2.8 **Family** means members of **Your** family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. **Family** does not include lodgers, tenants or domestic staff.
- 2.9 **Farrier** means a farrier who is registered with the FRC (Farriers Registration Council) or holds a current valid license, issued by the appropriate governing agency.
- 2.10 **Full Loan** means **You** have financial responsibility for **Your Horse**.
- 2.11 **Geographical Limits** means the countries set out in the General Conditions.
- 2.12 **Horse** means any horse, pony, or donkey that **You** own or is on **Full Loan** to **You**.
- 2.13 **Illness** means sickness or disease that changes **Your Horse's** normal healthy physical state.
- 2.14 **Livery** means the care of **Your Horse** including keep, feed, stabling and bedding, and grooming that is not healthcare while **Your Horse** is hospitalised at a veterinary practice.
- 2.15 **Master Insurance Holder** means the Council of World Horse Welfare
- 2.16 **Member** means any person who during the **Period of Insurance** pays the appropriate **Membership Fee** and becomes a 'ChampionPlus with Veterinary' member of the **Master Insurance Holder**
- 2.17 **Membership Fee** means the amount **You** must pay to the **Master Insurance Holder** for **Your** membership.
- 2.18 **Period of Insurance** means the period stated on the Master Schedule.
- 2.19 **Period of Membership** means 12 consecutive months from the date that **You** became a **Member** of the **Master Insurance Holder** during the **Period of Insurance**.
- 2.20 **Policy** means this document and any applicable endorsement(s).
- 2.21 **Pre-Existing Condition** means:  
(a) any **Accidental External Injury** sustained before the start date of the **Period of Membership**; or  
(b) the recurrence of any **Accidental External Injury** that was sustained before the start date of the **Period of Membership** no matter how many times it returns or whether it returns to or affects different areas of **Your Horse's** body; or  
(c) any **Accidental External Injury** that is caused by, relates to, or results from an **Accidental External Injury** that was sustained before the start date of the **Period of Membership** no matter where the **Accidental External Injury** were noticed or happened in, or on, **Your Horse's** body.
- 2.22 **SEIB** means South Essex Insurance Brokers Limited who have arranged this **Policy** on **Our** behalf.
- 2.23 **Sum Insured** means the maximum amount of £1,500 that **We** will pay per **Accidental External Injury** and in the aggregate during the **Period of Membership**.
- 2.24 **Symptom** means the departure from **Your Horse's** healthy state, condition or bodily function.
- 2.25 **Terrorism** means 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.



- 2.26 **Transport** means essential transport of **Your Horse** from the place where it is usually kept to a veterinary practice for **Veterinary Treatment**.
- 2.27 **United Kingdom** means England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man.
- 2.28 **Vet/Veterinary Surgeon** means a veterinary surgeon or veterinarian with a currently valid license, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
- 2.29 **Veterinary Treatment** means consultation, advice, examination, test, scan, medication, and/or surgery required to treat **Your Horse** for **Accidental External Injury** provided by a **Vet** including nursing by a veterinary nurse or other member of the veterinary practice under the **Vet's** supervision excluding **Complementary Treatment, Livery or Transport**.
- 2.30 **We/Us/Our/Insurer** means XL Insurance Company SE.
- 2.31 **You/Your** means the **Member**.





### 3 INSURING CLAUSE

#### 3.1 What Is Covered

Subject to the terms and conditions of this **Policy** **We** will pay **You** the cost of the **Veterinary Treatment** **Your Horse** receives to treat an **Accidental External Injury** during the **Period of Membership** anywhere within the **Geographical Limits** up to the **Sum Insured**.

**We** will also pay the cost of **Complementary Treatment** recommended by a **Vet** **Your Horse** receives to treat an **Accidental External Injury** during the **Period of Membership** up to the **Sum Insured**.



## 4 GENERAL CONDITIONS

It is **Your** responsibility to adhere to the terms and conditions of this **Policy**. If **You** do not it may impact **Your** ability to make a claim.

### 4.1 Use

It is agreed that the purposes for which **Your Horse** is kept and for which it is insured are for the following only:

- |                                                                          |                                    |                                                                 |                                 |
|--------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------|---------------------------------|
| • Retired                                                                | • Gymkhanas;                       | • Activities organised by a recognised pony club or riding club | • Vaulting                      |
| • Companion animals kept at grass                                        | • Unaffiliated dressage            |                                                                 | • Western Riding                |
| • Stores;                                                                | • Jump cross                       | • Unaffiliated showjumping                                      | • Scurry Driving                |
| • Broodmares                                                             | • Showing in-hand and under saddle | • Cross-country                                                 | • Driving (Weddings & Funerals) |
| • Hacking                                                                | • Heavy horses                     | • Private driving                                               | • Hunting                       |
| • Long distance                                                          | • Affiliated dressage              | • Pony flat racing                                              | • Hunter trials                 |
| • Horse agility                                                          | • Horse ball                       | • Affiliated showjumping                                        | • Combined Driving              |
| • Unaffiliated eventing                                                  | • Stallions kept for stud duties   | • Polocrosse                                                    |                                 |
| • Competitive and endurance rides, affiliated or unaffiliated up to 80KM |                                    | • Trec                                                          |                                 |

**Your Horse** must not be used or be trained for any activity other than those listed above. **We** may cancel the **Your Policy** in accordance with **Our** rights of cancellation.

### 4.2 Precautions - You Must:

- arrange and pay for **Your Horse** to have regular and proper foot and or hoof care from a **Farrier** or **Equine Podiatrist**, to have regular dental attention from a **Veterinary Surgeon** or **Equine Dental Technician** and to have any other treatment customarily recommended by a **Veterinary Surgeon** for **Accidental External Injury**;
- in the event of **Accidental External Injury** employ a **Veterinary Surgeon** as soon as practicably possible, at **Your** own expense and provide proper care and treatment;
- comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- take all precautions to prevent **Accidental External Injury**, theft, loss or damage.

In the event of breach of this condition, **We** shall have no liability under this **Policy** for any **Accidental External Injury**, unless **You** show that non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 4.3 Loan

If **Your Horse** is on **Full Loan** to **You**, **You** must have a written loan agreement and **We** reserve the right to communicate with the owner on any matter regarding this **Policy**.

### 4.4 Claim Notification

**You** must:

- tell **SEIB** as soon as practicably possible if **Your Horse** suffers any **Accidental External Injury** or receives **Veterinary Treatment**;
- as soon as practicably possible tell the police about any loss or damage by malicious person;
- provide **Us** with, at **Your** expense:
  - a **Veterinary Surgeon's** report at the onset of any **Veterinary Treatment** and regular update reports where **Veterinary Treatment** continues beyond a period of four (4) weeks;
  - any other documents or proof as **We** may require for investigating or verifying any claim;
- provide **Us** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within twelve (12) months of the **Accidental External Injury** being sustained;

**We** will not pay a claim unless each of the above requirements (where applicable) have been complied with.

#### 4.5 Geographical Limits

The cover provided by this **Policy** is restricted to:

- (a) the **United Kingdom** and at bases of Her Majesty's Forces overseas;
- (b) temporary cover elsewhere in the European Economic Area, for up to thirty (30) days in total during the **Period of Membership**.

#### 4.6 Subrogation

If **We** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure reimbursement. **You** must give **Us** all the information and assistance **We** require and shall at all times take all steps to preserve evidence and protect rights and remedies against third parties.

#### 4.7 Veterinary Records

**You** agree that any **Vet** may release to **Us** any information **We** request about **Your Horse** and **You** will pay any charge made by the **Vet** for this.

#### 4.8 Disputes

- (a) Save as otherwise set out in this **Policy**, all disputes in relation to the meaning or application of the terms of this **Policy** shall be subject to the exclusive jurisdiction of the English Court.
- (b) If any difference arises regarding the amount to be paid under this **Policy**, where liability has been admitted by **Us**, then, save as otherwise provided in the **Policy**, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each propose a name and then **We** and **You** will be bound by the mid-point between the valuations given by the two experts. It is agreed that each party will pay the fees of its appointed expert.

#### 4.9 Cancellation And Cooling-Off Period

The **Member** will have no Cancellation rights under this **Policy**. This is a **Policy** provided as part of the **Member's** membership benefits.

##### (a) Master Insurance Holder's Right To Cancel During The Cooling-Off Period

The **Master Insurance Holder** is entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date the **Master Insurance Holder** receives this **Policy**; or
- (ii) the start of the **Period of Insurance**;

whichever is the later.

A refund will be issued to the **Master Insurance Holder** providing no claim has been made under this **Policy**.

##### (b) Master Insurance Holder's Right To Cancel After The Cooling-Off Period

The **Master Insurance Holder** is entitled to cancel this **Policy** after the cooling-off period by notifying **SEIB** in writing, by email or by telephone. The **Master Insurance Holder** will not be entitled to a return of premium for the unexpired portion of the **Period of Insurance**.

##### (c) Our Right To Cancel the Master Insurance Holder's Policy

**We** are entitled to cancel this **Policy** if there is a valid reason to do so, including for example:

- (i) any failure by **Master Insurance Holder** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **Master Insurance Holder** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** or **Our** appointed representatives request, such as details of a claim or the **Member's** current residential address.

Cancellation of this **Policy** by **Us** does not affect the treatment of any claim arising under this **Policy** in the **Period of Insurance** or the **Member's Period of Membership** before cancellation. The **Master Insurance Holder** will not be entitled to a return for the unexpired portion of the **Period of Insurance**.

##### (d) Our Right To Cancel Your Policy

**We** are entitled to cancel a **Member's Policy** if there is a valid reason to do so, including for example:

- (1) if the **Horse** is being used for a use outside of that agreed in General Condition 4.1 Use.

**You** will not be entitled to a return of any premium or **Membership Fee**.



#### 4.10 Limit Of Liability

The most **We** will pay **You** is the **Sum Insured** stated in the Master Schedule.

Any amount for **Complementary Treatment** is included within and is not additional to the **Sum Insured**.

The maximum **We** will pay **You** for **Livery** or **Transport**, for which **We** have given **Our** prior consent in writing, is 50% of the cost to **You**.

#### 4.11 Evidence Of Ownership

**We** will not pay any claim until **We** receive **Your Horse's** passport, or any other evidence of legal ownership that **We** require, OR where the **Horse** is on **Full Loan** to **You**, a copy of the loan agreement.

#### 4.12 Continuation Of Treatment

If treatment to **Your Horse** is in progress at the expiry date of **Your Period of Membership** **We** will continue to pay the fees within the limits specified, for a period of twelve (12) months from the date the **Accidental External Injury** was sustained not exceeding the **Sum Insured** and providing the claim was notified to **Us** and accepted by **Us** before the expiry or **Period of Membership**;

#### 4.13 Complementary Treatment

Any **Complementary Treatment** recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to the start of treatment;

#### 4.14 Diagnostic Procedures

Diagnosis by Magnetic Resonance Imaging, Scintigraphy, Computerised (Axial) Tomography, Thermography and Myelography recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to commencement of the procedure;

#### 4.15 Second Opinions

Any referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence must be approved by **Us** prior to the referral;

#### 4.16 Veterinary Reports

**You** must advise **Us** when the treatment starts and subsequently submit all dated **Veterinary Surgeon's**, therapist's and **Farrier's** receipts to **Us** to substantiate the claim. Such receipts must include details of the treatment provided.

#### 4.17 Claims Conditions

- (a) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon** or other authorised provider of treatment directly, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of treatment, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**;
- (b) Where our prior consent is required for **Veterinary Treatment** or **Complementary Treatment**, **We** may appoint a **Veterinary Surgeon** to examine **Your Horse** on **Our** behalf. Any disagreement between **Your Vet** and **Our Vet** over the appropriate **Veterinary Treatment** and/or **Complementary Treatment** for **Your Horse** will be referred to an independent **Vet** who will examine **Your Horse**. This **Vet** will be mutually agreed upon by **You** and **Us** and will act as an arbitrator. The fees for the independent **Vet** will be divided equally between **You** and **Us**;
- (c) In other instances, if **Our Vet** considers the **Veterinary Treatment** or **Complementary Treatment** received by **Your Horse** is excessive or not required compared to **Veterinary Treatment** or **Complementary Treatment** normally recommended by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** necessary to treat the **Accidental External Injury**. If the costs **You** are charged for **Veterinary Treatment** or **Complementary Treatment** are in the opinion of **Our Vet** excessive when compared to the cost of **Veterinary Treatment** or **Complementary Treatment** normally charged by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** usually charged by general or referral veterinary practices.

## 5 GENERAL EXCEPTIONS

The following exclusions apply to the **Policy** as a whole.

**We** will not pay any claim under this **Policy** arising out of or relating to:

### 5.1 Age Limits

Any **Horse** less than thirty (30) days old.

### 5.2 Costs And Expenses

**We** will not pay:

- (a) the **Excess** for each and every loss;
- (b) any costs for **Veterinary Treatment** arising from referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence for which **We** have not given **Our** prior written consent;
- (c) any costs for diagnosis by magnetic resonance imaging, scintigraphy, computerised (axial) tomography, thermography and myelography for which **We** have not given **Our** prior written consent;
- (d) any costs for **Complementary Treatment** for which **We** have not given **Our** prior written consent;
- (e) any costs resulting from or arising out of castration unless such costs were incurred for **Veterinary Treatment** arising from the **Accidental External Injury**;
- (f) any costs arising from any surgical operation for which **We** have not given **Our** prior written consent, unless in an emergency to save the life of **Your Horse**;
- (g) any costs for **Livery** and **Transport** for which **We** have not given **Our** prior written consent;
- (h) any costs for any **Veterinary Treatment** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from **Accidental External Injury**;
- (i) any costs of vaccination, any other preventative treatment;
- (j) the removal of wolf teeth;
- (k) any costs of **Veterinary Treatment** or **Complementary Treatment** for any **Pre-Existing Condition**;
- (l) any costs incurred for the destruction of **Your Horse** or the disposal of its body;
- (m) any post mortem examination;
- (n) any costs associated with **Experimental, Non-Customary or Unproven Treatment** for which **We** have not given **Our** prior written consent;
- (o) any costs for **Veterinary Treatment** or **Complementary Treatment** **Your Horse** receives more than twelve (12) months from the date the **Accidental External Injury** was sustained;
- (p) any cost for medicines or other materials prescribed or supplied for use after twelve (12) months from the date the **Accidental External Injury**;
- (q) any costs for any elective **Veterinary Treatment** or **Complementary Treatment** that **You** chose to have carried out to **Your Horse** that is not in the opinion of **Our Veterinary Surgeon** required to treat **Accidental External Injury** including any complications arising from such treatment;
- (r) the costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- (s) any cost of stabling, grazing, feeding, exercise or any other change in the way **You** look after **Your Horse**, other than any costs **We** have agreed to while **Your Horse** is hospitalised;
- (t) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker, equine swimming pool and/or treadmill
- (u) any cost of buying or hiring equipment;
- (v) any administration charges, credit or late payment charges or any other costs that are not fees for **Veterinary Treatment** or **Complementary Treatment**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** or provider of **Complementary Treatment** including discount for early settlement whether or not payment is within the period specified;
- (x) any costs arising from or relating to strain of tendons and ligaments;
- (y) any costs arising from or relating to **Illness**;
- (z) any costs for horses, ponies or donkeys that **You** do not legally owned or have on **Full Loan**.

### 5.3 Cyber Attack

Loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### 5.4 Hire & Reward

The carrying on of any trade business or profession or use of **Your Horse** for hire or reward.

### 5.5 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

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

### 5.6 Malicious Or Wilful Injury

The malicious or wilful injury to the **Horse** caused by **You** or any of **Your Family** or household or any employee of **Yours** or other persons who have care, custody or control of **Your Horse**.

### 5.7 Other Insurances

Any costs if there is any other valid and collectible insurance available to **You**.

### 5.8 Sonic Bangs

Loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5.9 Terrorism

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.

This clause 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 **We** 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 upon **You**.

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

### 5.10 Uninsured Use

Any form of use not specified under General Condition 4.1 Use.

### 5.11 Unlawful Activity

**You** acting unlawfully.

### 5.12 War

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of 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.

### 5.13 Zoonotic Disease

Any diseases transmitted from animals to humans.



## **6 FURTHER INFORMATION**

### **6.1 Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**.

Financial Services Compensation Scheme  
10th Floor  
Beaufort House 15 Botolph Street London  
EC3A 7QU  
Telephone: 0800 678 1100 or 020 7741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

### **6.2 Complaints Procedure**

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **SEIB** through whom this policy is arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager  
XL Insurance Company SE  
20 Gracechurch Street  
London  
EC3V 0BG

E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone Number:

#### **From within the United Kingdom**

0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

#### **From outside the United Kingdom**

+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>



May 2019

Specially arranged by South Essex Insurance Brokers Ltd.

**Call 01708 850 000**

**www.seib.co.uk**   

**SEIB**  
INSURANCE BROKERS.  
Over 50 years of excellent service