



HARRY HALL
EST. 1891

Your Vet Fee Insurance Policy

harryhall.com

01274 711011

equario
INSURANCE (GUERNSEY) LTD

Harry Hall International Limited is authorised and regulated by the Financial Conduct Authority (FRN 968047)
Registered Office: Hope Park Business Centre, 4 Coop Place, Rooley Lane, Bradford, BD5 8JX
Registered in England No. 01362323

HARRY HALL ONE CLUB VETERINARY FEES, SADDLERY & TACK, DISPOSAL FEES, HORSE MORTALITY AND THEFT OR STRAYING INSURANCE

Contents

Information Provided to Us3

Contract of Insurance4

How to Make a Claim4

Cooling off Period5

Cancellation Rights.....5

Geographical Limits.....6

Law Applicable to this Insurance Contract6

Fraud6

Renewal.....7

Several Liability Notice.....7

Eligibility Criteria7

Definitions.....7

General Conditions11

General Exceptions14

Veterinary Surgeons’ Fees16

Extension A: Colic Surgery Costs.....18

Extension B: Saddlery and Tack 20

Extension C: Disposal Fees.....22

Extension D: Horse Mortality.....23

Extension E: Theft or Straying.....24

Complaints Handling Policy25

Data Protection & Privacy Notice26

Fraud Prevention27

Harry Hall One Club Veterinary Fees Policy Document

This policy has been introduced to **You** by Harry Hall International Limited (“Harry Hall”).

This policy is underwritten by Equario Insurance (Guernsey) Limited, which is registered in Guernsey under Registration Number 69867 and is licensed and regulated to carry out general insurance business by the Guernsey Financial Services Commission.

Equario Insurance (Guernsey) Limited’s registered office is Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ.

Harry Hall International Limited and Equario Insurance (Guernsey) Limited are entities which both have the same ultimate beneficial owner.

Information Provided to Us

We will provide insurance in accordance with the terms of **Your** policy in the Sections shown on **Your Certificate of Insurance** during the **Period of Insurance**, providing the correct **Premium** is paid.

In deciding these terms, conditions and **Premium** in **Your** policy, **We** have relied on the information **You** have given **Us**. **You** must take care when providing any information to **Us** by ensuring that all information is accurate and complete.

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

If **We** establish that **You** provided **Us** with false or misleading information, but this was not deliberate nor reckless, it could adversely affect **Your** policy and any claim. For example: **We** may

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

We will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed; or
- need to amend the terms of **Your** policy.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

All notifications must be in writing, by email or telephone. Changes to the information **You** have provided may result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your** insurance.

Contract of Insurance

This policy, the **Certificate of Insurance** and endorsements must be read together as one contract.

You must keep to the conditions in this policy, including the Special Conditions. If **You** do not **We** may cancel **Your** policy, refuse a claim or withdraw from any current claim.

The **Certificate of Insurance** is evidence of **Your** contract of insurance with **Us** and shows the Sections of cover, the **Sums Insured** and **Excesses You** have chosen and any special terms that apply to **Your** policy.

How to Make a Claim

If **You** wish to make a claim under this policy, **You** can do so by:

a) writing to **Us** at:

Harry Hall International Ltd
Claim Department
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX

b) Emailing **Us** at claims@harryhall.com

or

c) calling **Us** on 01274 711 011 - Option 5 (new claims)

Claims are administered by Harry Hall International and Equus Claims Management Ltd.

You must:

- a) tell **Us** as soon as practicable if **Your Horse** suffers any **Accidental External Visible Injury** or receives **Veterinary Treatment**;
- b) tell **Us** as soon as practicable about any other accident, loss, theft, damage or other event that could lead to a claim on **Your** Policy;
- c) immediately tell the police about any:
 - i) loss or damage by theft or any attempted theft;
 - ii) loss or damage by malicious person;
- d) provide **Us** with, at **Your** expense:
 - i) a **Veterinary Surgeon's** report at the onset of any **Veterinary Treatment** and regular update reports where **Veterinary Treatment** continues beyond a period of 4 weeks;

- ii) a report from a **Veterinary Surgeon** on the death of **Your Horse** confirming the cause of death (by post mortem examination if necessary);
- iii) any other documents or proof as **We** may reasonably require for investigating or verifying any claim;
- e) provide **Us** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be reasonably required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
 - i) 30 days of the event for all Sections; or
 - ii) the further time period if **We** allow and it is confirmed in writing by **Us**.

If **You** fail to do so, **We** may decline **Your** claim.

Cooling off Period

If **You** are not happy with this policy, **You** can cancel **Your** policy during the first 14 days from either:

- a) the start date of the policy or
- b) the date on which **You** receive **Your Certificate of Insurance**, whichever is later.

This period is called the 'Cooling off period.' If **You** choose to cancel the policy during this cooling off period, **You** will receive a refund of any **Premium**, providing **You** have not made any claims during this period. If **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium**.

Cancellation Rights

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the **Premium** and such additional fees described on the **Certificate of Insurance**, as appropriate in the circumstances.

However, **You** can still cancel the policy providing **You** tell **Us**. As long as **You** have not made a claim and are not aware of an incident which may give rise to a claim during the current period of insurance, **You** will receive a refund of the part of **Your** premium which covers the cancelled period, providing this exceeds £15.

If **You** have made a claim or **You** are aware of an incident that may give rise to a claim during the current period of insurance, then **You** must pay the annual premium in full.

We may cancel this Policy by sending **You** 14 days' notice by registered post or recorded delivery at **Your** last known address. The only circumstances in which **We** will do this are explained under the Information Provided to Us condition above. **We** will give **You** a refund of the **Premium You** have paid for the **Period of Insurance** after the cancellation date.

Geographical Limits

The cover provided by this policy is restricted to:

- a) the United Kingdom of Great Britain and Northern Ireland and the Isle of Man;
- b) temporary cover elsewhere in the Channel Islands and the European Economic Area, for a maximum of 14 days during the **Period of Insurance**, including transits in and between.

Law Applicable to this Insurance Contract

Both parties of this contract of insurance are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be English law.

Fraud

If **You** or anyone acting on **Your** behalf commits fraud, by any means, knowing it to be false or fraudulent and obtains payment under this policy from such fraud, this Insurance contract shall become void from the date of the fraudulent act and **You** shall be required to pay back to **Us** any payment or benefit **You** may have obtained from the policy from the date of the fraud.

If **You** or anyone acting on **Your** behalf makes a fraudulent or exaggerated claim under this Insurance contract or deliberately fails to disclose information to **Us** that **We** have requested, or makes any claim with **Us** that involves **Your** dishonesty,

We:

- i) are not liable to pay the claim; and
- ii) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- iii) may by notice to **You** treat the Insurance contract as having been terminated with effect from the time of the fraudulent act.

If **We** terminate the policy:

- i) **We** shall not be liable to **You** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the Insurance contract (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 **Premiums** paid.

Renewal

Your policy is an annual contract, and each renewal is the start of a separate **Period of Insurance**.

Shortly before each policy anniversary, **We** will invite renewal, although **We** are not obliged to. **We** may amend the terms of the policy, change age limits, impose exceptions, withdraw Sections of cover or change the **Premium** however **We** will advise **You** of any changes to the terms of **Your** policy or if **We** are not offering renewal. Should **You** sell **Your Horse** or if **Your Horse** dies, please notify Harry Hall as soon as possible.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Eligibility Criteria

The cover is only available to active **Members** of the Harry Hall One Club. The **Horse** must be owned by or be on full **Loan** to the **Member**.

We will only cover a **Horse** if it is thirty (30) days old or older, at the date of policy inception.

Definitions

Wherever the following words appear in bold starting with a capital letter in this policy they will have the same meaning as follows.

Accidental External Visible Injury

Injury from an external cause which is accidental and violent where **Your Horse** has a visible external wound but excluding **Illness** or injury to tendons or ligaments.

After-care

The **Veterinary Treatment** to **Your Horse** arising from **Colic Surgery** while **Your Horse** is kept at the premises where the **Colic Surgery** was performed.

Aggregate limit

An amount which will not be exceeded for any one claim or any number of multiple claims during the **Period of Insurance**.

Certificate of Insurance

The document being part of **Your** policy showing the policy details and which Sections of the policy **You** have chosen, the details and the **Sum Insured** and any extra clauses, terms and exclusions that apply to **Your** policy.

Colic

A clinical manifestation of abdominal pain.

Complementary Treatment

For the purposes of this policy the following treatments are considered to be complementary treatments: acupuncture, chiropractic manipulation, electrotherapy, electromagnetic therapy, herbal medicine, homeopathy, hydrotherapy, laser treatment, magnetic treatment, nutraceuticals, osteopathy, physiotherapy and remedial farriery.

Excess

The amount **You** must pay towards each and every claim, as stated in the **Certificate of Insurance**.

Experimental, Non-Customary or Unproven Treatment

Unproven therapy not generally accepted by the community of **Veterinary Surgeons**.

Full Loan

Means **You** have financial responsibility for **Your Horse** and have a written loan agreement in place.

Horse

Any horse, pony, or donkey named in the **Certificate of Insurance**.

Humane Destruction

Destruction of **Your Horse** where a **Vet** confirms that the destruction is/was necessary to relieve incurable and excessive pain and no other option of treatment is/was available.

Illness

Sickness or disease that changes **Your Horse's** normal healthy physical state.

Livery

The care of **Your Horse** including keep, feed, stabling, bedding and grooming that is not healthcare while **Your Horse** is hospitalised at a veterinary practice or hospital.

Locked Building

- a) The domestic building, not being a caravan or mobile home that **You** live in that has all doors and windows locked; or
- b) A building or part of a secure building that **You** do not live in that has all doors locked with 5-lever mortice deadlocks and has steel bars or steel grids on all windows; or
- c) A metal shipping container or similar that has been secured against removal and locked with a heavy-duty padlock.

Market Value (Horse)

The price generally paid by a willing buyer to a willing seller for a horse of the same age, breed, bloodline, sex and ability as **Your Horse** immediately before the **Accidental External Visible Injury** was sustained.

Market Value (Saddlery and Tack)

The price generally paid by a willing buyer to a willing seller for **Saddlery and Tack** of the same age, type and condition as **Your Saddlery and Tack** immediately before the loss, theft or damage.

Member

Means any person who is a member of the Harry Hall One Club.

Period of Insurance

Means the period stated on the **Certificate of Insurance**.

Pre-Existing Condition

- a) any **Accidental External Visible Injury** sustained before the start date of **Period of Insurance**; or
- b) the recurrence of any **Accidental External Visible Injury** that was sustained before the start date of the **Period of Insurance** 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 Visible Injury** that is **caused** by, relates to, or results from, an **Accidental External Visible Injury** that was sustained, before the start date of the **Period of Insurance** no matter where the **Accidental External Visible Injury** happened on **Your Horse's** body.

Premium

The amount of money **You** must pay **Us** in exchange for the insurance coverage **We** provide.

Post-mortem

The examination of **Your Horse** after its death, which shall include necropsy examination, made by a **Veterinary Surgeon** including, establishing the identity, the cause of death or the reason for the **Humane Destruction** of **Your Horse**.

Saddlery and Tack

Saddles, bridles, harness and other riding tack, lunging equipment or harness normally used on **Your Horse** while it is partaking in any of the activities listed under the definition of **Use**.

Stray/Straying/Strayed

Your Horse goes missing or escapes from the place where it is normally kept and is not traced or recovered within thirty (30) Days.

Sum Insured

The maximum amount **We** will pay.

Symptom

Departure from **Your Horse's** healthy state, condition or bodily function.

Transport

Transportation of **Your Horse** to/from a veterinary practice or hospital.

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
- Events organised by or affiliated to The Horse Agility Club, British Eventing, British Dressage, British Show jumping & British Show Horse Association
- AQHA arena-based trail riding
- BWE arena-based Working Equitation
- Companion animals kept at grass
- Broodmares
- Hacking
- Long distance
- Horse agility
- Gymkhanas
- Pleasure rides
- Unaffiliated dressage
- Showing in-hand and under saddle
- Stallions kept for stud duties
- Unaffiliated showjumping
- Private driving
- Western Riding
- Hunting
- All riding club and pony club activities
- Cross-country
- Unaffiliated eventing

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.

Vet / Veterinary Surgeon / Veterinary Consultant / Independent Veterinary Expert

A Veterinary Surgeon registered with the Royal College of Veterinary Surgeons.

Veterinary Treatment

Consultation, advice, examination, test, scan, medication, surgery required to treat **Your Horse** 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**.

We / Our / Us / Insurer

Equario Insurance (Guernsey) Limited

You / Your / Yourself / Insured

The person or persons, partnership, corporation, or organisation named in the **Certificate of Insurance**.

General Conditions

It is **Your** responsibility to adhere to the terms and conditions of this policy, including the Special Conditions. If **You** do not, **We** may cancel **Your** Policy and may not pay a claim.

1. Action at Renewal

When **We** offer renewal, **You** must tell **Us** about any **Accidental External Visible Injury** or any veterinary attention, other than vaccinations **Your Horse(s)** has/have had during the **Period of Insurance** prior to the renewal date whether or not **You** have notified **Us** of a claim.

If after **We** have invited renewal **You** or anyone acting on **Your** behalf tells **Us** about something that happened during an earlier **Period of Insurance**, **We** may change the terms and conditions and backdate exclusions to the date **Your** Policy renewed.

2. Arbitration

- a) If **We** appoint **Our Veterinary Consultant** and they do not agree with **Your Veterinary Surgeon**, the situation will be resolved by an **Independent Veterinary Expert** who will be jointly appointed by **You** and **Us**. The fee for the **Independent Veterinary Expert** will be divided equally between **You** and **Us**.
- b) If any difference arises regarding the amount to be paid under this policy, where liability has been admitted by **Us**, the difference will be referred to an Arbitrator. The Arbitrator will be appointed by **You** and **Us** in accordance with the statutory provisions. Where any difference is referred for arbitration, the making of any award will be a condition precedent to any right of action against **Us**.

3. Changes to risk

Please tell **Us** as soon as possible if there are any changes to the information declared at the start of **Your** policy and stated on the **Certificate of Insurance**. **You** must tell **Us** as soon as possible about any of the following:

- a) Any errors in information previously provided
- b) Change of name
- c) Change of **Your** address
- d) Change of **Horse(s)**
- e) If **You** have been declared bankrupt or are subject to bankruptcy proceeding
- f) If **You** have had any proposal or renewal for equine insurance refused
- g) If **You** have claimed on any insurance policy for Horses or Saddlery and Tack
- h) If **You**, or any other people residing with **You**, have ever been convicted of any criminal offence other than motoring convictions or have any non- motoring prosecutions pending. **You** only need to tell **Us** about any convictions that are unspent under the Rehabilitation of Offenders Act 1974.

If **You** are in any doubt please contact **Us** as a failure to notify **Us** of any such changes could lead to **Your** policy being cancelled, or a claim rejected or not fully paid.

4. Contracts (Rights of Third Parties) Act 1999

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

5. Maximum Amount of Indemnity

Our liability for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events or a series consequent on one original cause shall not exceed the **Sum Insured** on the **Certificate of Insurance** for any one event.

6. Non-Aggregation

In the event that a claim involves a loss or an expense that may fall under more than one Section of this policy; **You** shall only be entitled to indemnification under the highest limit applying to that type of loss or expense with respect to that claim.

7. Reasonable Precautions

You must take all reasonable precautions to prevent liability, loss, theft, damage or accidents including:

- a) arrange and pay for **Your Horse(s)** 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 Visible Injury**;
- b) in the event of injury or illness or **Accidental External Visible Injury** to **Your Horse(s)**, as soon as is reasonably possible employ a **Vet** at **Your** own expense and provide proper care and treatment;
- c) to comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- d) to take proper care and keep in good condition all property covered by **Your** policy and to prevent bodily injury and loss or damage to the property by others;
- e) to prevent injury or **Accidental External Visible Injury** to **Your Horse(s)** caused by third parties.

If **You** do not take such reasonable precautions, **We** will not pay any claim resulting from **Accidental External Visible Injury** that would not have occurred had the above precautions been taken unless **You** show that **Your** non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

8. Salvage

If the property insured is lost or damaged, **We** may take and keep possession of the property insured and deal with the salvage in a reasonable manner. In doing this, **We** do not diminish **Our** right to rely on any conditions of this policy. **You** must execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**. In the event of the death of **Your Horse**, any amount received following the disposal of the body at **Your** expense and at the best monetary terms available will be deducted from any payment made by **Us**.

9. Subrogation

We may at **Our** discretion, take over and conduct, in **Your** name, the defence or settlement of any claim. **We** will take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party for any event insured by this policy. **You** must give **Us** all the information and assistance **We** require.

10. Veterinary Advice

We may appoint a **Veterinary Surgeon** to act as **Our Veterinary Consultant** to examine **Your Horse** on **Our** behalf and to advise on **Veterinary Treatment** and the cost of **Veterinary Treatment**. If **Our Veterinary Consultant** considers the **Veterinary Treatment** received by **Your Horse** is excessive or not required compared to **Veterinary Treatment** normally recommended by general or referral veterinary practices, **We** will pay only the cost of **Veterinary Treatment** of the **Accidental External Visible Injury** usually charged by general or referral veterinary practices.

11. 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.

12. 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.

General Exceptions

1. Consequential Loss

We will not pay any claim arising from or relating to any consequential loss of any kind.

2. Radioactive Contamination

We will not pay any claim arising from:

- a) loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever resulting or arising from any consequential loss; or
- b) any legal liability of whatsoever nature; or
- c) any bodily injury directly or indirectly caused by, or contributed to, by, or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Sonic Bangs

We will not pay any claim arising from loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Uninsured Use

We will not pay any claim arising out of or resulting from any use or activity not specified under the definition of **Use** or any trade, business or profession or use for hire and reward.

5. Unlawful Activity

We will not pay any claim which arises from **You** acting unlawfully.

6. Terrorism

We will not pay any claim for 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.

For the purpose of this Exception 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.

This Exception 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.

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.

7. Zoonotic Disease

We will not pay any claim resulting from diseases transmitted from animals to humans.

8. Other Insurances

We will not pay any costs if there is any other valid or collectible insurance available to **You**.

9. Sanction Limitation

We will not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Bailiwick of Guernsey, United Kingdom or United States of America.

10. Avian Influenza

We will not pay any claim arising from death or humane destruction directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

11. Coronavirus

We will not pay any claim in any way caused by or resulting from:

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

Veterinary Surgeons' Fees

We will pay the cost of **Veterinary Treatment Your Horse** receives to treat **Accidental External Visible Injury** sustained during the **Period of Insurance** anywhere within the Geographical Limits specified in the **Certificate of Insurance**.

Provided that **We** will not pay the cost of **Veterinary Treatment** or any cost for medicines or other materials prescribed or supplied for use for **Your Horse** which is incurred more than 12 months after the date the **Accidental External Visible Injury** was sustained.

Limit of Liability

We will not pay more than the **Sum Insured** specified against this coverage in the **Certificate of Insurance** during any one **Period of Insurance**.

Exceptions to this Section

We will not pay:

- a) the **Excess** specified against this section in the **Certificate of Insurance**; or the excess under any other insurance available to **You**;
- 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 resulting from or arising out of castration unless such costs were incurred for necessary **Veterinary Treatment** arising from **Accidental External Visible Injury**;
- e) 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**;
- f) any costs for **Complementary Treatment, Livery or Transport**;
- g) 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 Visible Injury**;
- h) any costs of vaccination, any other preventative treatment and the removal of wolf teeth;
- i) any cost associated with pregnancy or parturition;
- j) any costs of **Veterinary Treatment** resulting from or arising from an **Accidental External Visible Injury**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- k) any costs incurred for the destruction of **Your Horse** or the disposal of its body or any post mortem examination;
- l) any costs associated with **Experimental, Non-Customary or Unproven Treatment**;
- m) any costs for **Veterinary Treatment Your Horse** receives more than 12 months from the date the **Accidental External Visible Injury** was sustained;

- n) any cost for medicines or other materials prescribed or supplied for use after 12 months from the date the **Accidental External Visible Injury** was sustained;
- o) any costs for **Veterinary 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 Visible Injury** including any complications arising from such treatment;
- p) the normal costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- q) 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;
- r) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker and or treadmill regardless of **Your** personal circumstances;
- s) the cost of any **Veterinary Treatment** if a claim has not been submitted to **Us** according to the instructions and time limits described in the "How to Make a Claim" section of this wording;
- t) the cost of any **Veterinary Treatment** resulting from taking part in or training for **Use** not shown in the Policy Document;
- 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**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** including discount for early settlement whether or not payment is within the period specified;
- w) any cost of **Veterinary Treatment** unless to treat **Accidental External Visible Injury**;
- x) any costs arising from or relating to tendons or ligaments;
- y) any costs arising from or relating to **Illness**.

Special Conditions applicable to this Section

- a) **You** must advise **Us** when the **Veterinary Treatment** starts and subsequently submit all dated **Veterinary Surgeon's** receipts to **Us** to substantiate the claim. Such receipts include details of the **Veterinary Treatment** provided;
- b) 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;
- c) Diagnosis by Magnetic Resonance Imaging, Scintigraphy. Computerised (Axial) Tomography, Thermography and Myelography must be approved by **Us** prior to commencement of the procedure;
- d) If **Veterinary Treatment** on **Your Horse** is in progress at the expiry date of the **Period of Insurance**, **We** will continue to reimburse the fees within the limits specified, for a period of 12 months from the date the **Accident External Visible Injury** was sustained, providing the claim was notified to **Us** and accepted by **Us** before the expiry or renewal date;
- e) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon**, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon**, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**.

Extension A: Colic Surgery Costs

This extension applies only if shown as “Insured” on your **Certificate of Insurance**.

Subject to all of the terms and conditions of the Veterinary Surgeon’s Fees section of this policy to which this Extension relates and in consideration of:

- a) an additional **Premium**, and
- b) our acceptance of declaration(s) of health for each of **Your Horses** to which this Extension applies,

we will reimburse You following diagnosis by a **Veterinary Surgeon of Colic in Your Horse** and indicating the need for emergency surgery, for the reasonable and customary fees incurred for:

- a) surgical procedures performed upon **Your Horse** by a **Veterinary Surgeon** and certified by them to have been necessitated solely by **Colic** and to have been carried out in an emergency attempt to save the life of **Your Horse**;
- b) **After-care** while **Your Horse** is kept at the veterinary hospital where the surgical procedure was performed but limited to 50% of the cost of the surgical procedure or no more than 15 (fifteen) days from the time of surgery, whichever the lesser value.

Limit of Liability

We will not pay more than the Sum Insured specified against this Extension in the **Certificate of Insurance** for fees under a) and b) above combined for any one claim or in total for all claims during the **Period of Insurance**.

Special Conditions applicable to this Extension

For the purpose of this Extension only, **You** must, within 30 (thirty) days after surgery, provide **Us** with:

- a) a report, signed by the operating **Veterinary Surgeon**, describing the nature of **Your Horse’s** condition and the surgical procedures performed; and
- b) copies of all itemised invoices and a claim form in respect of which the claim is made.

Exceptions to this Extension

In addition to the General Exceptions and in addition to the Exceptions to the Veterinary Surgeon’s Fees section of this policy, this Extension does not cover:

- a) surgical procedures unless performed by a **Veterinary Surgeon** in a duly recognised Equine Veterinary Hospital;
- b) any **Pre-Existing Condition** diagnosed or treated prior to the effective date of this Extension;
- c) any **Veterinary Treatment** unless given in conjunction with the surgical procedures for which a claim is made;
- d) surgical procedures not performed under general anaesthesia;
- e) post mortem procedures and related fees or costs in connection with this surgery;

- f) any amounts if **Your Horse** is over fifteen (15) years of age at the start of the **Period of Insurance**;
- g) any fees or costs for **Livery**;
- h) surgical procedures that are not as a direct result of **Colic**;
- i) the **Excess** specified against this extension in the **Certificate of Insurance** or the excess under any other insurance available to **You**.

Extension B: Saddlery and Tack

This extension applies only if shown as “Insured” on your **Certificate of Insurance**.

In the event of theft of, accidental loss of or damage to **Saddlery and Tack** occurring anywhere within the Geographical Limits.

We will pay the lesser of:

- a) the costs to repair the damaged **Saddlery and Tack**,
or
- b) the replacement value of the **Saddlery and Tack** that has been lost, stolen or destroyed for items purchased by **You** when new and which are less than 12 months old at the time of loss, or
- c) the **Market Value (Saddlery and Tack)** of the **Saddlery and Tack** that has been lost, stolen or destroyed for used second hand items purchased by **You** or items purchased new by **You** which are at least 12 months old at the time of loss.

Limit of Liability

We will not pay more than the **Sum Insured** specified against this Extension in the **Certificate of Insurance** for **Saddlery and Tack** during any one **Period of Insurance**.

Special Conditions applicable to this Extension

- a) If **We** pay a claim under this Extension of **Your** policy, **We** will immediately reduce the **Sum Insured** of **Your Saddlery and Tack** by the amount **We** have paid. If **We** agree, **You** may reinstate cover for replacement **Saddlery and Tack** subject to payment of an additional **Premium** at the full annual rate.
- b) If **You** have not insured for its full value all the **Saddlery and Tack** **You** own for **Your Horse(s)**, **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have insured **Your Saddlery and Tack** for represents.
- c) **You** must notify the police as soon as **You** become aware **Your Saddlery and Tack** has been lost, stolen or deliberately damaged, If **You** fail to do so, **We** may decline **Your** claim
- d) If, following loss or theft **Your Saddlery and Tack** is found, **You** must immediately repay the full amount **We** have paid **You**.

Exceptions to this Extension

We will not pay:

- a) in the event of accidental loss or damage the **Excess** specified against this Extension in the **Certificate of Insurance**;
- b) in the event of theft; if no visible or violent force was used to get in or out of a **Locked Building**;
- c) any amount arising from loss or damage in respect of wear and tear, depreciation, moth, vermin, mould, rust, or any process of cleaning, repairing, restoring, or renovation, or the action of light or atmospheric conditions or any other progressive cause;
- d) any amount for clothing and personal effects;

- e) any amount for **Horse** rugs and blankets, grooming equipment and clippers;
- f) any amount for loss or theft of **Saddlery and Tack** left unattended unless from:
 - i) a **Locked Building**; or
 - ii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- g) any amount for loss or theft of **Saddlery and Tack** until 30 days without recovery after the loss or theft was reported to **Us**;
- h) any amount for any loss or damage purposefully caused by **You** or any member of **Your** household or **Your** employee or any person who has care custody and control of **Your Horse** with **Your** consent;
- i) any amount if **Your Saddlery and Tack** is used by **You** or any other person or by a riding school for business or professional use except by **You** or **Your** immediate family as a pupil;
- j) any amount to have **Your Saddlery and Tack** adjusted to fit any horse;
- k) any amount in respect of unexplained disappearance or unexplained inventory shortage.

Extension C: Disposal Fees

This extension applies only if shown as “Insured” on your **Certificate of Insurance**.

Following death, euthanasia or **Humane Destruction** of **Your Horse** arising from an **Accidental External Visible Injury** sustained during the **Period of Insurance** and occurring anywhere within the Geographical Limits;

We will pay costs for disposal fees, euthanasia charges and **Humane Destruction** charges up to the **Sum Insured** shown against this Extension in the **Certificate of Insurance**.

Limit of Liability

We will not pay more than the **Sum Insured** specified against this Extension in the **Certificate of Insurance** for Disposal fees for any one claim or in total for all claims during at one **Period of Insurance**.

Exceptions to this Extension

We will not pay:

- a) any claim under this Extension which is not substantiated by receipts showing the costs involved and also by a Vet’s confirmation that this was necessary to relieve incurable and excessive pain and no other option of treatment was available, in line with BEVA guidelines;
- b) any costs incurred for any **Post-mortem** examination;
- c) any loss which happens more than 12 months after the date the **Accidental External Visible Injury** was sustained.

We will not pay any claim if the death, euthanasia or **Humane Destruction** results from or arises out of:

- a) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority;
- b) castration;
- c) any complications which arise during surgery;
- d) **Your Horse’s** unfitness or incapacity to fulfil the use for which it is kept;
- e) any vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Accidental External Visible Injury** sustained during the **Period of Insurance**;
- f) **Illness**;
- g) an **Accidental External Visible Injury** sustained before **Your Horse’s** insurance cover started or any **Pre-Existing Condition**;
- h) malicious or wilful **Accidental External Visible Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care or custody of **Your Horse**.

Extension D: Horse Mortality

This extension applies only if shown as “Insured” on your **Certificate of Insurance**.

In the event of **Your Horse** sustaining an **Accidental External Visible Injury** during the **Period of Insurance** occurring anywhere within the Geographical Limits and which results in either the death or **Humane Destruction** of **Your Horse**;

we will pay the lesser of:

- a) the **Sum Insured** for **Your Horse** as listed on the **Certificate of Insurance**
- Or
- b) the **Market Value (Horse)** as defined in this policy.

Limit of Liability

We will not pay more than the **Sum Insured** specified against this Extension in the **Certificate of Insurance** for any one claim or in total for all claims for Horse Mortality during any one **Period of Insurance**.

Exceptions to this Extension

We will not pay:

- a) any claim for **Humane Destruction** which is not substantiated by a **Vet’s** confirmation that this was necessary to relieve incurable and excessive pain and no other option of treatment was available, in line with BEVA guidelines.
- b) any claim where the loss of **Your Horse** happens more than 12 months after the date the **Accidental External Visible Injury** was sustained.
- c) any claim where the **Accidental External Visible Injury** which results in the loss of **Your Horse** occurs within 24 hours of cover being in place under this Extension. It is noted and agreed that this clause shall not apply where **You** have renewed **Your** insurance policy with **Us** and cover under this Extension has been continuous.
- d) any claim for the loss of **Your Horse** where it is over twenty-nine (29) years of age at the start of the **Period of Insurance**.

We will not pay any claim if the death or **Humane Destruction** results from or arises out of:

- a) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority;
- b) castration;
- c) any complications which arise during surgery;
- d) **Your Horse’s** unfitness or incapacity to fulfil the use for which it is kept;
- e) any vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Accidental External Visible Injury** sustained during the **Period of Insurance**;
- f) **Illness**;
- g) an **Accidental External Visible Injury** sustained before **Your Horse’s** insurance cover started or any **Pre-Existing Condition**;
- h) malicious or wilful **Accidental External Visible Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care or custody of **Your Horse**.

Extension E: Theft or Straying

This extension applies only if shown as “Insured” on your **Certificate of Insurance**.

In the event of **Your Horse** being stolen or **Straying** during the **Period of Insurance** and such event occurring anywhere within the Geographical Limits;

provided **Your Horse** is not recovered within thirty days **we** will pay the lesser of:

- a) the **Sum Insured** for **Your Horse** as listed on the **Certificate of Insurance**
- Or
- b) the **Market Value (Horse)** as defined in this policy.

Limit of Liability

We will not pay more than the **Sum Insured** specified against this Extension in the **Certificate of Insurance** for any one claim or in total for all claims for Theft or **Straying** during any one **Period of Insurance**.

Special Conditions applicable to this Extension

- a) **You** must notify the police as soon as **You** become aware **Your Horse** has been stolen or **Strayed**. If **You** fail to do so **We** will decline **Your** claim.
- b) If **Your Horse** is found or recovered **You** must immediately repay to **Us** the amount **You** were paid by **Us** for **Your Horse’s** Sum Insured or Market Value (Horse).
- c) **You** must take all reasonable precautions to ensure that the premises where **Your Horse** is kept are secure to prevent loss.
- d) **You** must take all reasonable steps to recover **Your Horse** if it has **Strayed**.

If **You** do not keep to the above conditions, **We** will not pay any claim that would not have occurred had the above precautions been taken unless **You** show that **Your** non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Exceptions to this Extension

We will not pay:

- a) for any loss purposefully caused by **You** or any member of **Your** household or any employee.
- b) Any loss if **You** or any person looking after **Your Horse** has freely parted with it, even if tricked in to doing so.
- c) Any reward to any member of **Your** household or any employee.
- d) Any claim until **We** receive:
 - i) A copy of **Your Horse’s** passport or any other evidence of legal ownership that **We** require, and;
 - ii) where the **Horse** is on loan to **You**, a copy of the loan agreement.
- e) the **Excess** specified against this Extension in the **Certificate of Insurance**.
- f) for any loss where the event of **Your** Horse being stolen or **Straying** occurs within the first 48 hours of cover being in place under this Extension. It is noted and agreed that this clause shall not apply where **You** have renewed **Your** insurance policy with **Us** and cover under this Extension has been continuous.

Complaints Handling Policy

We are dedicated to providing **You** with a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** feel that **We** have not offered **You** a first class service please write and tell **Us** and **We** will do **Our** best to resolve the problem.

In the first instance, **You** should bring any questions or concerns regarding this policy, **Your** cover or **Our** service to the attention of the insurance intermediary at the address below:

Customer Relations Team
Harry Hall International Limited
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford
BD5 8JX
Email: insurance-complaints@harryhall.com

If **Your** complaint is about the way in which **We** provide or administer **Your** cover (but not anything to do with its sale or any administration carried out for **You**) and **You** are not satisfied with the response, **You** should contact us at:

Compliance Officer
Equario Insurance (Guernsey) Limited
Level 5, Mill Court
La Charroterie
St Peter Port
Guernsey GY1 1EJ.
Email: equario@arm.co.gg

We will acknowledge **Your** complaint within 3 working days and do everything **We** can to put the matter right within 10 working days. If **We** cannot do this, **We** will let **You** know how long **We** think it will take **Us** to fully investigate and who will be responsible for **Your** complaint. Once **We** have completed **Our** investigations, **We** will let **You** know the outcome.

Please note that Equario Insurance (Guernsey) Limited is regulated by the Guernsey Financial Services Commission (GFSC). If **You** remain dissatisfied then **You** may refer **Your** complaint to the Channel Islands Financial Ombudsman (CIFO) at:

Channel Islands Financial Ombudsman
("CIFO")
P O Box 114
Jersey, Channel Islands, JE4 9QG
Email: enquiries@ci-fo.org
Website: www.ci-fo.org
Phone: +44 1534 748610

If **Your** complaint is about the sale of this cover or any administration carried out for **You** by Harry Hall International Limited and **You** disagree with any reply from their Customer Relations Team regarding **Your** policy, **You** may ask the Financial Ombudsman Service to review **Your** complaint. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 – calls to this number are now free on mobile phones and landlines

0300 123 9123 – calls to this number cost no more than calls to 01 and 02 numbers

Complete the online form at:
www.financial-ombudsman.org.uk/contact

Please note that the Financial Ombudsman Service may not be approached in respect of the insurance, or any services provided by the insurer.

This will not affect **Your** right to take legal proceedings.

Data Protection and Privacy

The **Insurer**, and its intermediaries will record and hold **Your** personal data in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 and the UK Data Protection Act 2018 (“the Law”) and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The **Insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this policy. The **Insurer** will particularly share information with Harry Hall in the UK who assists **Us** with the administration of **Your** policy and any questions around the use of your personal data. The **Insurer** will also share information with Equus Claims Management for the purpose of claims administration.

In order to comply with the Law, the **Insurer** is committed to processing personal information fairly and transparently. Any information and data provided to the **Insurer** is for the purposes of the provision of insurance services and will be processed fairly and securely in accordance with these purposes;

- a. The **Insurer** collects non-public personal information about the **Insured** and any other party covered by this insurance from the information the **Insurer** receives from the **Insured** on applications or other forms.
- b. The **Insurer** does not disclose any non-public personal information relating to the **Insured** and/or any other party covered by this insurance to anyone except as is necessary in order to provide its products or services to the **Insured** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting, or the like.)
- c. The **Insurer** will take all reasonable precautions to preserve the integrity and prevent any corruption, loss, destruction of, or damage to all data and information.
- d. The **Insurer** undertakes to comply, and to have adequate measures in place to ensure that its staff comply, at all times with the provisions and obligations contained in (as amended from time to time) any relevant data protection law and regulation.
- e. The **Insurer** restricts access to non-public personal information relating to the **Insured** and/or any other party covered by this insurance to its employees, its subsidiary, parent and/or other group companies, their employees or others who need to know that information to service the **Insured's** policy.
- f. The **Insured** has the following rights in relation to the handling of their personal data:
 - They are entitled to access the personal data which the **Insurer** is holding about them;
 - They are entitled to have any inaccuracies in their personal data corrected;
 - They are entitled to request that the **Insurer** restricts the processing of their personal data, under certain conditions;
 - They have the right to object to the **Insurer** processing their data, under certain circumstances;
 - They are entitled to have the personal data the **Insurer** holds about them erased, except where its retention is required by law or contract

g. The **Insured** should make any requests or questions regarding their personal data to Harry Hall International Limited, who administers such requests or questions on the **Insurer's** behalf, using the details below.

FAO the Data Protection Officer
Harry Hall International Limited,
Hope Park Business Centre
4 Coop Place
Rooley Lane
Bradford, BD5 8JX

Or by Email to - dpo@harryhall.com

Harry Hall will respond to your questions within one month.

The **Insured** can contact the **Insurer** at:

The Compliance Director
Equario Insurance (Guernsey) Limited
Level 5
Mill Court
La Charroterie
St Peter Port
Guernsey, GY1 1EJ

If the **Insured** is not satisfied with how their personal data has been processed they have the right to apply directly to the Office of the relevant Data Protection Authority.

Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone: 0303 123 1113
Office of the Data Protection Commissioner
St Martin's House,
Le Bordage,
St Peter Port
Guernsey, GY1 1BR
Email: enquiries@odpc.gg
Telephone: +44 (0)1481 742074

Fraud Prevention

The **Insurer** and its intermediaries will use personal information including account information and claims information to identify fraudulent transactions or claims.

The **Insurer** and its intermediaries will also use device identifiers and IP addresses in fraud prevention and investigation, and to maintain network and information security.