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# Lloyd's Insurance Company S.A. Equine Policy

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This policy is insured by Lloyd's Insurance Company S.A.

If any terms, clauses or conditions are unclear you are advised to contact your insurance intermediary immediately.

This policy is signed on behalf of Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels) E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE4657013522553

## **The insurance contract**

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, for the death of an insured **horse** caused by any accident, injury, illness or disease happening during the **period of insurance**.

# Contents

<b>Definitions.....</b>	<b>4</b>
<b>Important Information .....</b>	<b>5</b>
Important conditions .....	5
<b>Information you have given us .....</b>	<b>6</b>
<b>Notifying us of any changes.....</b>	<b>6</b>
Changes in fair market value .....	7
<b>Cancelling this insurance.....</b>	<b>7</b>
Refund of premium .....	7
<b>Death of the insured horse .....</b>	<b>9</b>
What is covered .....	9
What is not covered .....	9
<b>How to make a claim .....</b>	<b>10</b>
Things you must do .....	10
Disputed fair market value .....	11
Fraudulent claims .....	11
<b>How to make a complaint .....</b>	<b>12</b>
<b>Compensation .....</b>	<b>13</b>
<b>The effect of other insurance .....</b>	<b>13</b>
<b>Our rights.....</b>	<b>13</b>
<b>Your privacy notice.....</b>	<b>13</b>
<b>Sanctions .....</b>	<b>15</b>

## Definitions

Wherever the following words appear in bold they will have the meanings shown below.

<b>Claiming race</b>	means any claiming, selling, auction, combination or other type of race in which the ownership interest of the <b>horse</b> can change.
<b>Cyber Incident</b>	means a) the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident. b) a computer virus or computer-related hoax.
<b>Endorsement</b>	a change in the terms and conditions of this insurance agreed by <b>you</b> and <b>us</b> . <b>Endorsements</b> which apply to <b>your</b> insurance (if any) will be shown in the <b>schedule</b> and detailed at the end of this document.
<b>Fair market value</b>	means the price at which ownership of the <b>horse</b> would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the horse.
<b>Horse</b>	means any horse or horses specified in the <b>schedule</b> , which includes any whole or part financial interest, to the extent of that interest.
<b>Humane destruction</b>	means that the <b>horse</b> suffers an injury or is afflicted with an excessively painful disease, and a <b>veterinary surgeon</b> appointed by <b>us</b> shall first have given a written certificate that the suffering of the <b>horse</b> is incurable and so excessive that immediate destruction is imperative for humane reasons; or  that the <b>horse</b> suffers an injury and a <b>veterinary surgeon</b> appointed by <b>you</b> shall first have given a written certificate that the suffering of the <b>horse</b> is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a <b>veterinary surgeon</b> by <b>us</b> .
<b>Medication</b>	means any drug, hormone, vitamin, protein or other substance for use on the <b>horse</b> under the direction of a <b>veterinary surgeon</b> , other than unadulterated food or drink.
<b>Period of insurance</b>	means the time for which this insurance is in place as shown in the <b>schedule</b> .
<b>Post-mortem</b>	means the examination of the <b>horse</b> after its death and preparation of a written report, which shall include a necropsy examination, made by a <b>veterinary surgeon</b> including, for example, establishing the identity, the cause of death or the reason for the <b>humane destruction</b> of the <b>horse</b> .
<b>Schedule</b>	the document showing <b>your</b> name, <b>horse</b> insured and the sums insured, and the <b>period of insurance</b> .
<b>Veterinary surgeon</b>	means a veterinary surgeon or veterinarian with a currently valid

licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

<b>We / us / our</b>	means Lloyd's Insurance Company S.A.
<b>You / your / insured</b>	the person(s), partnership, corporation or organisation specified in the <b>schedule</b> .
<b>Your broker</b>	the insurance broker or intermediary who arranged this insurance on <b>your</b> behalf.

## Important Information

This document, the **schedule** and any related **endorsement** form **your** insurance documentation.

This insurance documentation sets out the terms and conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the information contained in the **schedule** is accurate. See “Information you have given us” section on page 3; and
- comply with all **your** duties and obligations under the insurance, including the important conditions below, and the action **you** must take in the event of a claim on page 7.

Failure to comply with the above could adversely affect **your** insurance and any claim **you** make

## Important conditions

1. At the commencement of this insurance, with the exception only of those matters relating to the **horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **us**, the **horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This shall also apply in respect of changes to the policy, for example:

- a) any additional sums insured on the **horse**; and/or
- b) any **horse** added to this insurance; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the insurance cover, this condition must also be satisfied as at the date of such change.

2. **Our** acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **your** proposal for insurance or any extension of or addition to coverage on the **horse** neither removes nor reduces the requirement of full compliance with the condition in 1. above. However, if **we** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **us** to prove that the **horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **horse** under this insurance .
3. **You** must at all times provide proper care and attention for the **horse** and do all things possible to avoid or minimise any loss covered under this insurance.

4. In the event of any illness, disease, lameness, injury, accident or physical disability suffered by the **horse**, **you** must as soon as practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

At the inception of this insurance (or any increase, addition or other extension to coverage), **you** must be the sole owner of the **horse**. In the event **your** interest in the **horse** terminates or reduces the Insurance for this **horse** will immediately cease or reduce proportionately. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale up to a maximum of ten (10) days following the day of the auction.

6. The **horse** must remain within the Geographical Limits stated in the **schedule** during the whole **period of insurance**.
7. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

### **Information you have given us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed 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;
- charge **you** more premium for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section on Page 4.

**We** or **your broker** will write to **you** if **we**:

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

### **Notifying us of any changes**

**You** must notify **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional

premium or **us** amending the terms of your insurance.

### Changes in fair market value

**You** should review the **sum insured** as shown in the **schedule** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

**You** must notify **your broker** as soon as practicable of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, **claiming races**, or castration.

If at any time during the **period of this insurance** the **horse** is:

1. entered or raced in any **claiming race** in which **your** interest in the **horse** could have been claimed or sold at a price that is less than the sum insured specified in the **schedule**, then the sum insured shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
2. entered but not sold in a public or private auction and the sum insured for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the sum insured specified in the **schedule** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
3. entered in a public or private auction and the terms of the contract are not satisfied and/or the sale is not completed, then the sum insured specified in the **schedule** shall automatically be reduced to either the:
  - a) **fair market value** at the time of the auction taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale; or
  - b) the amount stated in the **schedule**,whichever is the lesser.

In the event that the sum insured specified in the **schedule** is reduced under one of the above conditions, **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **schedule**.

### Cancelling this insurance

**You** can cancel this insurance at any time by notifying **your broker**.

**We** can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

### Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling of period, there will be an additional charge, as stated in the **schedule**, to cover the cost of providing the insurance. Any additional premium due to **us** during the **period of insurance** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse**, whether by settlement, compromise or otherwise, no return of premium will be allowed.

Cancellation of the insurance by **us** does not affect the treatment of any claim arising under the insurance in the period before cancellation.

## Death of the insured horse

### What is covered

We will pay **you** in the event of the death of the **horse** or its **humane destruction** caused by any accident, injury, illness or disease, the **fair market value** of the **horse** up to the sum insured stated in the **schedule**, provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. within ninety (90) days after expiry of such **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such accident, injury, illness or disease. (See "Things you must do" in the "How to make a claim" section on page 7); or
3. after fall of hammer at public auction but before the sales contract is satisfied in line with the terms of the Auctioneer's Conditions of Sale, for a maximum of ten (10) days. The insurance will automatically cease after this period unless otherwise agreed by **us**, within that period. Payment of any claim will be limited to the **fair market value** at the time of loss (taking account of any defect, physical or otherwise, that caused the frustration of the Sale Contract) or the sum insured on the **schedule** whichever is the lesser.

### What is not covered

We will not pay for:

1. death, intentional slaughter or **humane destruction** of the **horse** directly or indirectly attributable to an outbreak or suspected outbreak of a disease where the **horse** becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
2. intentional slaughter of the **horse**.

However, we will pay:

- a) where **we** have expressly agreed to the destruction of the **horse**; or
  - b) in the case of **humane destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
  - c) where the **horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time and later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
3. death or **humane destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
    - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance** and to have been carried out in an emergency to save the **horse's** life; or
    - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel under their direction) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**.

- c) malicious or wilful injury or criminal or intentional acts or omissions by **you**; or
- d) failure by **you** to provide proper care and attention for the **horse** at all times.
- e) use of the **horse** for a purpose other than that stated in the **schedule**.

4. death or **humane destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

- a) nuclear reaction, nuclear radiation or radioactive contamination; or
- b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
- c) war, whether war be declared or not, hostilities or any act of war or civil war; or
- d) any **Cyber Incident**
- e) avian influenza or any mutant variation
- f) Terrorism
- g) any chemical, biological, bio-chemical, or electromagnetic weapon

5. any **post-mortem** costs

## How to make a claim

### Things you must do

In the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to a **horse**, **you** must as soon as practicable at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

In the event of the death or **humane destruction** of a horse **you** must:

1. as soon as practicable, and at your own expense, arrange for a **veterinary surgeon** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary).

In addition, a **post-mortem** will be required, unless **we** agree otherwise in writing. The cost of the **post mortem** must be met by **you**.

2. as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.
3. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as practicable.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim.

**You** must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as practicable upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**, if required by **us** or **our** representatives; and
- b) providing as soon as practicable upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
- c) otherwise taking precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until **we** or **our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **us**, **your** claim may be rendered null and void or **we** may reduce the amount **we** pay to the extent of that prejudice.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

### **Disputed fair market value**

Where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. There will be a sole person selected by **you** from a list, provided by **us**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
2. Within twenty eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value, each then having a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the **horse**.
3. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
4. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty one (21) days of the determination the amount decided by the appointed person up to, but not exceeding, the sum insured stated in the **schedule**.
5. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process below.
6. The cost of the determination of the appointed person will be shared equally between **you** and **us**.
7. Should **you** accept the determination of the appointed person, **we** will deduct **your** share of the appointed person's fee from your claim payment.

### **Fraudulent claims**

1. If **you** make a fraudulent claim under this insurance, **we**:
  - a) are not 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 insurance as having been terminated with effect from the time of the fraudulent act.

2. If **we** exercise **our** right under clause 1. c) above:

- a) **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 insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) **we** need not return any of the premiums paid.

## How to make a complaint

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

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

Global Risks Partners Intermediary Limited  
Suite 207,  
Pembroke House,  
28-32 Upper Pembroke Street,  
Dublin DO2 EK84

Tel: +44 (0) 1638 669930  
Fax: +44 (0) 1638 669940

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made. A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from FSCS if we are unable to meet our obligations to you under this insurance.

If you are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## The effect of other insurance

If at the time of death or humane destruction of the horse you have any other insurance in force in respect of the horse (whether or not such insurance is valid or collectable) then we will not pay any claim unless we have agreed to endorse the other insurance to this insurance.

If we have agreed to endorse any other insurance to this insurance, then we will only be liable under this insurance for our proportion of the fair market value in the same ratio as the sum insured on this insurance bears to the total amount of all insurance coverage on the horse for death or humane destruction (whether valid or collectable or not) up to, but not exceeding, the sum insured as shown in the schedule.

## Our rights

We may take any action we consider necessary to enforce your rights or our rights under this insurance. If we make any payment under this insurance we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense.

You must provide all information and documents and give to us all such assistance as we may require to secure such rights and remedies.

You must do nothing either before or after a loss that limits, restricts or waives our legal rights unless you have our prior written permission. For example, you must not enter into any contract that limits, restricts, waives or otherwise impairs your right to recover from anyone who may be liable to you for a loss that is otherwise covered by this insurance.

We will be entitled to all recoveries from third parties until the amount of our payment under this insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to you for the uninsured loss, if any.

Any sums or property received by you that are due to us must be held on trust for us and must as soon as practicable be paid and/or delivered to us following receipt.

## Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@loyds.com](mailto:data.protection@loyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.loydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.loydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Global Risks Partners Intermediary Limited  
Suite 207,  
Pembroke House,  
28-32 Upper Pembroke Street,  
Dublin  
D02 EK84

Tel: +44 (0) 1638 669930

Fax: +44 (0) 1638 669940

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

## **Sanctions**

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

## **Choice of law and jurisdiction**

**You** and **we** are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance shall be governed by Irish Law and subject to the exclusive jurisdiction of the courts of Ireland

Any term in this insurance which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

## **Rights of third parties**

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

## ADDITIONAL COVERAGE: THEFT

### What is covered

Subject to all of the terms and conditions of this insurance and the additional important conditions below, following:

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, we will pay **you** the **fair market value** of the **horse** at the time of the theft up to the sum insured stated in the **schedule**.

### What is not covered

We will not pay for any loss directly or indirectly:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **schedule**.

### Additional important conditions

If **you** breach any of the following important conditions this may render **your** claim null and void or reduce the amount payable or we can treat this insurance as though it had never existed in respect of such **horse**.

- a) Prior to the commencement date of this insurance there must have been no theft or attempted theft of **your** equine property, or threat against **you** or **your** equine property whether insured, insured elsewhere or uninsured.
- b) We will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period.
- c) **You** must as soon as practicable report the theft of the **horse** to **us** and to the local Police and follow their recommendations.
- d) If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this insurance, in its entirety and with respect to all **horses** stated in the **schedule**, will become null and void.
- e) In the event of any payment under this additional coverage, we reserve the right to take title and possession of the **horse** if it is subsequently recovered.

## EQUINE TWELVE MONTHS EXTENSION ENDORSEMENT

(For attachment to L.E. U.K.)

### Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

### What is covered

Subject to all the terms and conditions of the insurance to which this **Endorsement** relates and after the renewal of this insurance with us and payment of any additional premium, the ninety (90) day extension period referred to in the insurance will be extended to cover the **horse** until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of two hundred and seventy five (275) days after the expiration of the original ninety (90) days extension.

In the event that the **horse** is over thirteen (13) years of age when the original ninety (90) days extension period ends, then the amount that we will pay as specified in the **schedule** will be reduced by the following:

25% if fourteen (14) years of age;  
33% if fifteen (15) years of age;  
40% if sixteen (16) years of age; and  
50% if seventeen (17) years of age.

This **Endorsement** shall not apply to the **horse** if, when the original ninety (90) days extension period ends, the **horse** is eighteen (18) years of age, or over.

# WOBLER SYNDROME EXTENSION ENDORSEMENT

(For attachment to L.E. UK)

## Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance or as shown below.

**Wobbler syndrome** means a **horse** that is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels are defined as:

**Grade 0** means neurologically normal.

**Grade 1** means neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.

**Grade 2** means neurological defects readily seen at walk.

**Grade 3** means neurologically worse defects and a **horse** may stumble or fall with manipulation.

**Grade 4** means **horse** may fall at normal gaits.

**Grade 5** means recumbent.

## What is covered

Subject to all the terms and conditions of the insurance to which this **Endorsement** relates and subject to the additional important conditions below, **we** will pay **you** up to the limit stated in the **schedule**, in the event of the **horse** being diagnosed during the **period of insurance** as suffering from the condition known as **wobbler syndrome** of a minimum level of **Grade 3**, which is chronic and progressive in nature. The additional important conditions below describe the requirements for diagnosis.

**We** will also pay for death or destruction for humane reasons of the **horse** directly caused by, happening through, in consequence of, or contributed to by, a surgical operation conducted by a **veterinary surgeon** and certified by the **veterinary surgeon** to have been necessitated solely by the radiographic and/or myelographic evidence.

## Additional important conditions

1. The diagnosis of **wobbler syndrome** must be supported by an up to date negative test for Equine Protozoal Myelitis and, where required by **us**, radiographic and/or myelographic evidence confirming **wobbler syndrome** and the diagnosis must be certified by both **your** and **our veterinary surgeon** to be chronic in nature and progressive and of a minimum level of **Grade 3**.
2. In the event of any uncertainty or dispute between **your** and **our veterinary surgeon** as to whether the **wobbler syndrome** condition confirmed by radiographic and/or myelographic evidence is chronic in nature and progressive and of a minimum level of **Grade 3**, then a third **veterinary surgeon** mutually agreed upon by the two appointed **veterinary surgeons** will provide an independent opinion.

**We** agree unconditionally to accept the opinion of the third **veterinary surgeon**. However, **you** are under no obligation to accept that opinion. Should **you** not accept the opinion of the third **veterinary surgeon**, then **you** have the right to follow the complaints process detailed in the insurance.

The fees of the appointed **veterinary surgeon** will be paid by the party making the appointment and the fee of the mutually agreed **veterinary surgeon** will be shared equally between **you** and **us**.

3. In the event that **we** pay a claim under this **Endorsement**, then undisputed title and ownership of **your** interest in the **horse** will pass to **us** if required by **us**.

## SURGICAL OPERATIONS EXTENSION ENDORSEMENT

(For attachment to L.E. UK)

### Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance.

### What is covered

Subject to all the terms and conditions of the insurance to which this **Endorsement** relates and subject to the additional important conditions below, this insurance is extended to cover death or **humane destruction** of the **horse** resulting directly or indirectly from a surgical operation.

### Additional important conditions

1. With the exception of those surgical operations performed in an emergency attempt to save the life of the **horse**, **we** must be advised of and consent to any surgical operation to be performed on the **horse** in advance of the surgical operation being performed.
2. The surgical operation must be performed by a **veterinary surgeon** qualified to perform the procedure.
3. With the exception of those surgical operations performed in an emergency attempt to save the life of the **horse**, any surgical operation under general anaesthesia must be performed at a veterinary clinic, unless certified by a **veterinary surgeon** that it is in the best interests of the **horse** not to be moved to a clinic; and
4. in the event that the **horse** manifests any illness, disease, lameness, disability or complication of any kind during or after any surgical operation, **you** must as soon as practicable, and in any event before the expiration of this insurance, advise your **broker**, whether or not the surgical operation was advised to **us** in accordance with Condition 1 above. Advising **us** of a surgical operation as required by Condition 1 of this Endorsement does not constitute satisfaction of this Additional Condition 4.

### Additional terms for castration

In the event that **we** are advised in writing of, and consent to, a surgical operation for the castration of a **horse** in advance of that surgical operation, the insurance will not cease automatically in respect of the **horse**. However, where the insurance to which this Endorsement relates is subject to any agreed value clause or provision, that agreed value clause or provision shall automatically cease to apply to the **horse** immediately upon the commencement of any surgical operation for gelding and the most **we** will pay will be the **fair market value**.