

POLICY SUMMARY

The following summary does not contain the full terms and conditions of the contract which can be found in the policy document, a copy of which is available on request. The summary does not form part of your contract of insurance.

INSURER

This Insurance is underwritten by Certain Underwriters at Lloyd's, led by Syndicate 2001.

About your policy

This Insurance provides the following coverage: **Equine Insurance – Care Custody and Control**

This Insurance only relates to the coverage which you request and the Underwriters agree to insure.

Cover specific features and benefits

The Underwriters will pay up to the policy limits, subject to the excess, as shown in the policy certificate in respect of:

- The Insured's legal liability to Third Parties resulting from any claim first made against the Insured during the Period of Insurance by reason of any negligent act, negligent error or negligent omission on the part of the insured in their capacity as stated in the policy certificate for damages arising out of;
- Death, permanent injury, temporary injury, loss of use or infectious or contagious disease of, or to any horse which is in the legal care, custody or control of the Insured or over which the Insured is exercising physical control.
- Costs and expenses incurred with the written consent of Underwriters in the defence of any such claim

Significant or Unusual Exclusions or Limitations

The policy document contains a number of exclusions and other limitations. The more significant exclusions applying to this policy or added to the policy by endorsement that will bar any payment are listed below.

This Insurance excludes loss due to or relating to:

- 1. Any loss or damage to any animal owned by you, leased or loaned by you to a third party
- 2. Any Liability Assumed by you under any contract or agreement
- 3. Any Breach of Professional Duty
- 4. Any Third Party liability or Third party property other than the horse
- 5. In respect of which the Insured are, or would but for the existence of this Policy be entitled to indemnity under other insurance (except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected).
- 6. Any negligent act, omission or error prior to Retroactive Date specified in the schedule
- 7. Terrorism.

Key Policy Conditions

- a. Insured shall give immediate written notice of any claim made against the Insured, any receipt by the Insured of any notice of intention to hold them responsible, or any circumstances which may lead to a claim against the Insured.
- b. Insured shall immediately give to Underwriters full details of any material increase in the risk and pay additional premium as may be required by the Underwriters.
- c. Insured shall not admit any liability or settle any claim or incur any costs or expenses without prior written consent from Underwriters.
- d. Existence of this insurance shall not be disclosed by the Insured to any person.
- e. Underwriters shall be subrogated to all the Insured's rights of recovery if any payment is made under this policy.
- f. It is warranted that the Insured is aware of no previous incident, casualty loss or damage to any horse now or previously in the Insured's care custody or control which could have formed the subject matter of a claim under this insurance.

PERIOD OF INSURANCE

The period covered by this Insurance is twelve months (unless expressly stated otherwise). Renewal will be subject to the terms and conditions that apply at the time of renewal.

CANCELLATION

You can cancel your new insurance policy up to 14 days from the start of the contract and receive a full premium refund. After this you may cancel your insurance at any time by writing to us, telephone or fax. If you have not made a claim, we will return any premium you have paid for any period of insurance left. Please refer to the schedule for more details.

If you do not cancel your insurance within the 14 day period, your premium will be returned on a pro-rata basis as specified within the terms of the certificate wording.

The Underwriters may cancel your insurance at any time by mailing written notice to your address as shown in the Schedule, stating a date at least 10 days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

CLAIMS

If you believe that you have a claim under this Insurance, you should notify Lycetts, The Coach House, 168 High Street, Newmarket, Suffolk, CB8 9AQ, Tel: 01638 676700, Fax 01638 664700, E-mail: newmarket@lycetts.co.uk

COMPLAINTS

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 have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Sophie Chamber in writing at Lycetts, The Coach House, 168 High Street, Newmarket, Suffolk, CB8 9AQ or by telephone on 01638 676700.

In the event that you remain dissatisfied you can refer the matter to the Policyholder and Market Assistance at Lloyd's. The contact details are:

Policyholder and Market Assistance, Lloyd's Market Services, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

COMPENSATION

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk

LAW APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.