

HORSE TRANSPORTERS CARE, CUSTODY AND CONTROL POLICY

Whereas the person or persons Firm or Company, named in the schedule herein (hereinafter called "The Insured" which expression shall include any present or former employee, Partner or Director hereof) have made to us, the Underwriters, a written proposal, bearing the date stated in the schedule and containing particulars and statements, which it is hereby agreed are the basis of this contract and are to be incorporated herein, and have paid the premiums stated in the Schedule.

NOW WE THE UNDERWRITERS hereby agree, subject to the Excess specified in the schedule and to the terms, exclusions, conditions and warranties herein or endorsed hereon, and to the extent and in the manner hereinafter provided, to indemnify the Insured up to the Sum Insured specified in the Schedule:

- 1) 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 a Horse Transporter for damages arising out of:
 - A) Death
 - B) Permanent injury
 - C) Temporary injury
 - D) Loss of Use
 - E) 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 are exercising physical control, and

- 2) Against all costs and expenses incurred with the written consent of Underwriters in the defence of any such claim, provided always that if a payment in excess of the Sum Insured has to be made to dispose of the claim the Underwriters' liability for such costs and expenses shall be such proportion thereof as the amount of the indemnity available under this policy in respect of that claim bears to the amount required to dispose of that claim.

CONDITIONS

All the following Conditions 1 - 6 are made precedent to the liability of the Underwriters to indemnify the Insured under this Policy.

1. NOTIFICATION OF CLAIMS

The Insured shall give to the Underwriters immediate written notice of:

- (i) Any claim made against the Insured
- (ii) The receipt by the Insured of any notice of intention to hold them responsible
- (iii) Any circumstances of which the insured shall become aware which may subsequently give rise to a claim against the insured

Such notice having been given, any claim arising therefrom shall be deemed to have been a claim first made against the Insured during the Period of Insurance.

The Insured shall upon request give to the Underwriters such information and assistance as the Underwriters may require.

2. INCREASE IN RISK

The insured shall immediately give to the Underwriters full particulars in writing of any material increase in the risk and shall pay such additional premium, if any, as may be required by the Underwriters.

3. NO ADMISSION OF LIABILITY

The insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters who shall be entitled at any time to take over and conduct in the name of the insured the defence or settlement of any claim.

Nevertheless the Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Underwriters) shall advise that such proceedings should be contested.

4. SUBROGATION

If any payment is made under this policy in respect of a claim, Underwriters shall be subrogated to all the Insured's rights of recovery in relation thereto, and the Insured shall give all necessary information and assistance to the Underwriters in the exercise of these rights.

5. CONDITIONS OF CARRIAGE

Unless Underwriters hereon have agreed otherwise it is deemed that your terms of carriage will be in accordance with the Convention on the Contract of the International Carriage of Goods by Road as it pertains to the carriage of livestock. Any claims made against you will be handled under the Policy in accordance with the terms of the Convention unless we have agreed otherwise prior to inception.

EXCLUSIONS:

The Underwriters shall not be liable to indemnify the Insured in respect of any claim against them:

1. Relating to any horse in which the Insured has any proprietary interest, except that proportion of any damages and costs which is not attributable to such proprietary interest.
2. For the loss or destruction of or damage to any property whatsoever (other than horse), or any loss or expense resulting or arising therefrom.
3. Arising out of the Insured's liability for any bodily injury, death, sickness, illness, or disease to any third party (other than horse)
4. Directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear components.
5. In respect of which the insured are or would but for the existence of this Policy be entitled to indemnity under any 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. Arising out of any negligent act, negligent error or negligent omission on the part of the Insured prior to the Retroactive Date specified in the Schedule.
7. Arising out of any claim against the Insured alleging diminution in the value of any horse unless such diminution in value forms part of a claim covered under insuring clause 1 herein.
8. Arising out of any act, error or omission on the part of any sub-contracted party involved in the transportation of any horse notwithstanding anything to the contrary in the Convention on the Contract of the International Carriage of Goods by Road.
9. **AVIAN INFLUENZA EXCLUSION**
Subject otherwise to all of the terms, conditions and exclusions of the Policy to which this exclusion is attached, it is understood and agreed that this Insurance does not cover loss directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

CANCELLATION:

This policy may be cancelled by or on behalf of the Underwriters by registered letter, sent to the Insured's last known address, giving not less than 10 days notice of the Underwriters' intention to cancel this policy, such notice to run from midnight of the day following that upon which the letter is posted.

DISCLOSURE WARRANTY:

It is hereby warranted by the insured that they are aware of no previous incident, casualty, loss or damage whatsoever and howsoever suffered or caused to any horse now or previously in the Insured's care, custody or control and which could have formed the subject matter of any claim under this insurance if this insurance attached at the material time or that full particulars of any such incident, casualty, loss or damage have been disclosed to the Underwriters prior to the inception of this policy.