



Horse & Rider Insurance

# Horse & Rider Insurance Policy

Direct Division

Allianz 

# Contents

Introduction	2
Definitions	3-6
Policy Terms and Conditions	7-9
Terms and Conditions - Claims	10-11
Section 1 Death Cover	
Section 1A - Death of Horse from injury or illness	12-13
Section 1B - Death from injury (Older Horse)	14-15
Special conditions that apply to Section 1A and Section 1B	16-17
Section 2 Theft or Straying	18-19
Section 3 Advertising and Reward	20
Section 4 Disposal	21
Section 5 Third Party Liability	22-23
Section 6 Saddlery and Tack	24-25
Section 7 Vets Fees	
Section 7A - Vets Fees (Standard Cover)	26-29
Section 7B - Vets Fees (Older Horse)	30-32
Section 7C - Emergency Vets Fees	33
Section 8 Permanent Loss of Use	34-37
Section 9 Rider Personal Accident & Dental	38-41
Section 10 Horse Trailers & Horse Drawn Vehicles	42-44
General Exclusions	45-47
Consumer Information	48-49



# Introduction

We are very pleased to introduce You to the Allianz Horse & Rider Insurance Policy and thank You for insuring with Us.

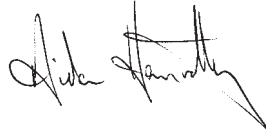
Please read this Policy carefully to ensure that it provides the cover You require. If the Schedule details do not agree with the details completed on your Proposal Form then please return it immediately with a note of the changes that should be made.

This policy (which includes and shall be read as one document with the Schedule, Endorsements and Proposal) evidences a contract of insurance between the Insured and Allianz.

We will, subject to the terms, conditions, limitations and exclusions of this Policy, indemnify You against liability which occurs during any Period of Insurance for which You have paid or agree to pay the premium.

This Policy is a legal document and should be kept in a safe place.

On behalf of Allianz p.l.c.



Aidan Hanratty - Member of the Board of Management

## The Law Applicable to the Contract

This policy shall be governed by and construed in accordance with the laws of the Republic of Ireland and will be subject to the jurisdiction of the Irish courts.

## Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

# Definitions

Any word or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

## The Insured/You

The person(s) named on the Schedule under Insured

## We/Us/the Company

Allianz p.l.c.

## Permanent Loan

An agreement whereby the Horse specified in the Schedule has been permanently loaned to You by the owner of the Horse, where You are financially responsible for the Horse and where You are responsible for the Horse's stabling, grazing, health and general care but where You are not the owner of the Horse.

## Lease

A Lease is a conveyance or grant by a lessor to a lessee of possession of property, to last for a certain period of time and subject to payment.

## Horse

The Horse named on the Schedule, belonging to You (or is on Permanent Loan or Lease to You) or belonging to members of your Immediate Family permanently residing with You.

When You are only Riding the Horse (i.e. where the Horse does not belong to You or on Permanent Loan or Lease to You), cover applies to any Horse that You ride.

## Vet

Veterinary surgeon registered with the Veterinary Council of Ireland.

## Injury

A bodily injury or trauma caused immediately by an accident. This does not include any Injury that happens over a period of time and that is contributed to in any way by a previous disease process in the body.

## Illness

Sickness, disease or any changes to the normal healthy physical state or appearance of the Horse.

## Riding

Riding, driving, leading, mounting, dismounting or handling the Horse.

## Schedule

The new business, endorsement or renewal Schedule and the benefits summary which are the printed documents showing the details of your cover and any extra exclusions and clauses that apply to your Policy.

## Market Value

The price generally paid for:

- a Horse of the same age, breed, bloodline, sex and ability as the Horse identified in the Schedule just before the Injury happened or the Illness first showed Clinical Signs.

OR

- a Horse Trailer/ Horse Drawn Vehicle, of the same age, type and condition as the Horse Trailer or Horse Drawn Vehicle identified in the Schedule just before the loss, theft or damage occurred.

## Sum Insured

The amount You have chosen to

# Definitions (continued)

insure for and in the event of a loss the maximum amount We will pay.

## **Veterinary Treatment**

The cost of any visit, consultation, examination, advice, test, x-ray, ultra sound scan, legally prescribed medication, surgery, nursing and care required to treat an Illness or Injury, provided by a Vet, a veterinary nurse or another member of the veterinary practice under the supervision of a Vet. Any form of diagnostic imaging other than x-rays and ultra sound scans will require pre-authorisation from the Allianz Horse & Rider Claims Department.

## **Period of Insurance**

The period shown on your Schedule and any subsequent period for which We accept a renewal premium.

## **Your Vet**

The Vet or veterinary practice You employ or use the services of to carry out the Horse's treatment.

## **Veterinary Fees**

The amount Vets in general or referral practices usually charge.

## **Clinical Signs**

Changes in the Horse's normal healthy state, condition or appearance, or its bodily functions.

## **Excess**

The amount of any loss You must pay yourself.

## **12 months**

365 days / 366 days (in a leap year) calculated from and including the date an Injury happens or the first

Clinical Signs of an Illness are noticed.

## **Our Vet**

The Vet We employ or use the services of to assess your claim, to carry out treatment to the Horse or discuss the Horse's treatment with Your Vet.

## **Immediate Family**

Your parent, brother, sister, son, daughter, spouse or partner all permanently residing with You.

## **Spouse/Partner**

Means husband, wife or partner of the Insured in each of these relationships co-habiting and sharing household expenses or responsibilities.

## **Older Horse**

The Horse named on the Schedule, belonging to You (or is on Permanent Loan or Lease to You) or belonging to members of your Household permanently residing with You, where the Horse is aged 17 or older at the inception or renewal of the policy.

## **Horse Trailer or Horse Drawn Vehicle**

The Horse Trailer or Horse Drawn Vehicle described on the Schedule.

## **Saddlery and Tack**

This means saddles, bridles, leathers, irons, harness and riding tack normally used on the Horse while it is being used for the activities shown on your Schedule. The following items are not included: rugs, blankets, hats, riders boots, jodhpurs,

# Definitions (continued)

jackets and human body protectors.

## **Replacement Value of Saddlery and Tack**

The price generally paid for new Saddlery and Tack of the same brand, make and type as the Saddlery and Tack that has been lost, damaged, stolen or destroyed.

## **Complementary Treatment**

The cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures where they treat an illness or injury:

Hydrotherapy, acupuncture, chiropractic manipulation, herbal medicine, homeopathy, nutraceuticals, osteopathy, physiotherapy, remedial farriery.

The treatment must be carried out either by a Vet or on the Vet's written instruction to a therapist or farrier who holds an Irish or United Kingdom recognised qualification in the treatment of animals.

## **Maximum Benefit**

In the event of a loss the maximum amount payable will be the amount stated in the Schedule.

## **Freeze Mark**

A permanent identity mark containing letters and numbers made on the Horse's skin and recorded in the Horse passport.

## **Temporary Total Disablement**

Temporarily and totally preventing the Insured person from performing or attending any part of his or her usual business profession or occupation or where the Insured

person is not in gainful employment, he/she is confined to the house or hospital by a qualified medical practitioner.

## **Permanent Total Disablement**

The permanent inability to attend any occupation or profession.

## **Clinical History**

A chronological record (computer printout or photocopy of the original clinical notes) as made by the Vet(s) at the time of all visits and consultations. This must include records of all legally prescribed medication.

## **Veterinary Certificate**

A standardised form used by all members of Veterinary Ireland and the British Equine Veterinary Association giving details of the general health of the Horse following a 2 stage or a 5 stage examination.

## **2 Stage Examination**

A standardised examination involving an overall check of the Horse including an examination of the Horse's eyes, heart, lungs and soundness. The Horse's skin is examined for abnormalities, followed by an examination of the heart and lungs at rest, the eyes in a darkened environment, then the Horse at walk and trot.

## **5 Stage Examination**

A standardised examination involving an overall check of the Horse including an examination of the Horse's eyes, heart, lungs and soundness. The Horse's skin is examined for abnormalities, followed

# Definitions (continued)

by an examination of the heart and lungs at rest, the eyes in a darkened environment, then the Horse at walk and trot. This is followed by strenuous exercise, a period of rest, a second trot up and foot examination carried out by a Vet for the purpose of determining suitability for an activity or activities. All 5 stages must be carried out and if not this fact to be stated with a reason why a particular stage could not be carried out.

## Horse Passport

An identity record compulsory for all Horses and ponies in Ireland under European Communities (Equine Stud- Book and Competition) Regulations 2004 (Statutory Instrument 399 of 2004).

## Microchip

An identity chip inserted in to Horses. This is recorded with a barcode in the Horse passport.

## Endorsement

Any alteration to this Policy wording.

**All other definitions as detailed in the Policy.**

# Policy Terms and Conditions

If You do not observe the terms, conditions and endorsements of this Policy We may cancel your policy, refuse a claim and withdraw from any current claim.

## Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts i.e. those circumstances which may influence Us in our acceptance and assessment of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it. This condition applies at inception of your Policy, when a section is being added to your Policy and at renewal each year.

## General Care

If You own, Permanently Loan or Lease the Horse;

- (a) You must take care of the Horse and take all reasonable steps to maintain the Horse's health. You must arrange and pay for your Horse to have a yearly health examination (including a dental examination) by a Vet and any treatment normally recommended by a Vet to prevent Injury or Illness including regular foot care.
- (b) You must arrange and pay for the Horse to be kept vaccinated against tetanus and flu and wormed as regularly as normally recommended by a Vet. If You do not keep the Horse vaccinated and wormed, We will not pay any claims that result from any Illness that would not have occurred if the Horse had been vaccinated or wormed.

- (c) Records of the above examinations and vaccinations will be required before a claim is paid.

## Use of Other Horses

If You own, Permanently Loan or Lease the Horse that is the subject of this insurance, no cover applies for the use of any other Horse.

## Safety and Security

You must take all reasonable precautions to prevent accidents, Injury, loss, theft or damage. You must ensure anyone Riding the Horse has the experience to ride it and is able to ride it. They must only use the Horse for the activities listed in the group or class of use You have chosen as set out on the Schedule.

## Activities

You must, at all times, insure the Horse for all the activities that it will be used, or trained to be used for.

## Review Your Sum Insured

You must, at all times, insure the Horse for its current market value. It is your responsibility to ensure the sum insured You have chosen, and We have agreed for the Horse, is kept up to date on your policy. You must review the sum insured on a regular basis to ensure it accurately reflects the market value of the Horse. If You have cover for the death of your Horse and in the event of the Horse's death, We will pay the Market Value of the Horse (or the sum insured if it is less). If the market value at the time of death is lower than the sum

# Policy Terms and Conditions (continued)

insured shown on your Schedule, We will only pay the market value and We will not provide any refund of premium.

## Change in Risk or Circumstance

You must tell Us in writing IMMEDIATELY of any change which may affect this insurance or increase the risk of loss, damage or Injury, including change of use, change of activity etc. Failure to advise Us of such a change could invalidate the cover provided or could result in a claim being rejected or reduced. If You are in any doubt as to whether a change is material or not please notify Us.

## Fraud

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged or falsified documents) are used by You or anyone acting on your behalf to obtain any benefit under this Policy, all benefit is forfeit.

## Geographical Limits

We will provide cover for the policy sections and activities listed in the group You have selected and are shown on the Schedule. The cover applies to insured property:

- in the Republic of Ireland,
- for up to 30 days during each policy year for temporary visits to the rest of Europe as long as the purpose of the travel is not to seek Veterinary Treatment elsewhere, except where treatment is not available in

- the Republic of Ireland and pre-authorisation has been granted by the Allianz Horse & Rider Claims Department.
- while being transported in the Republic of Ireland and while temporarily in Europe, this includes any journeys between these areas.

## Cancelling this Policy

You may cancel the Policy at any time by written notice. If there has been no claim during the current Period of Insurance We will return premium for the un-expired Period of Insurance.

We may also cancel the Policy at any time by sending notice by registered letter to You at your last known address. The notice is effective from midnight on the seventh day immediately following the date of the registered letter. We will return a proportionate part of the premium provided there is no claim during the current period of insurance.

## Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only our rateable share.

## Change in Terms and Conditions

If, after We offer to renew your policy, You tell us about or We discover something that happened during an earlier Period of Insurance or prior to insurance being taken out which could lead to a claim, We may change the standard premium and

# Policy Terms and Conditions (continued)

Terms and Conditions and add exclusions back dated to the date your Policy renewed or was incepted with Us.

# Terms and Conditions - Claims

## 1. Your Duties and Our Rights

### What You must do

You must tell Us Immediately of any loss, damage, accident, illness or Injury and give details of how the loss, damage, accident, illness or Injury occurred. In addition, You will be required to produce, at your own expense, all necessary documents and information, including details of the Horse's history and post mortem examination to support any loss and forward these to Us.

### Send Us

Any writ, letter, summons, notice of prosecution or other legal document You receive must be sent to Us, unanswered, on receipt.

### Do Not Negotiate

You, or any other person insured under this Policy, or anyone else acting on your behalf must not negotiate, admit or repudiate any claim without our written consent. You must tell us as soon as possible if anything happens which could lead to a claim.

## 2. We are entitled to

### Defend or Settle Legal Action

Take over and conduct in your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.

### Act to Recover Payment

Take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other

person indemnified by this Policy, to recover any payment We have made under this Policy.

### Co-operation from You

Receive all necessary assistance from You or any other person indemnified by this Policy.

### Deduct amounts due to Us

Deduct from the claim payment any amount due to Us.

## 3. Dealing with Your Vet

### Payment to Vet

If We receive a request to pay the claim payment direct to a veterinary practice or referral centre, We reserve the right to decline this request.

### Veterinary Fees

If the Veterinary Fees You are charged are higher than the fees usually charged by a general or referral practice, We reserve the right to request an independent opinion from a Vet that We choose. If the Vet We choose does not agree with the Veterinary Fees charged We may decide to pay only the Veterinary Fees usually charged by a general or referral practice.

### Veterinary Treatment

If We consider the Veterinary Treatment the Horse receives may not be required or may be excessive when compared with the treatment that is normally recommended to treat the same illness or Injury by general or referral practices, We reserve the right to request an

# Terms and Conditions - Claims

independent opinion from a Vet that We choose. If the Vet We choose does not agree with the Veterinary Treatment or Complementary Treatment provided We may decide to pay only the cost of the Veterinary Treatment that was necessary to treat the Injury or Illness, as advised by the Vet from whom We have requested the independent opinion.

booklet under "Consumer Information".

## Request for Information

You agree that any Vet has your permission to release any information We ask for about the Horse. If the Vet makes a charge for this, You must pay the charge.

## 4. Disagreement over a Claim

All differences arising out of this Policy shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. The making of an award shall be a condition precedent to any right of action against Us. Differences not referred to arbitration within 12 calendar months from the date on which the difference occurred will be deemed to have been abandoned.

NOTE: This condition does not affect your right to refer any claim or query to the Financial Services Ombudsman's Bureau, details of which are included at the end of this

# Section 1: Death Cover

## 1A - Death of Horse From Injury or Illness

This section only applies when a Sum Insured for this cover is shown on the Schedule

We will indemnify You by payment for the death of the Horse or euthanasia of the Horse by a Vet as a result of:

- an Injury or Illness that occurs or first shows Clinical Signs of occurring during the Period of Insurance
- surgery to treat an Illness or Injury that occurred or first shows Clinical Signs of occurring during the Period of Insurance; or
- legally prescribed medication to prevent an Illness or to treat an Injury or Illness that occurred or first shows Clinical Signs of occurring during the Period of Insurance.

In the event of a loss our maximum liability is limited to the Sum Insured stated on the Schedule or the Market Value of the Horse, whichever is lower, less the amount of the Excess stated in the Schedule in respect of each loss.

### Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- Any amount if the death or euthanasia of the Horse occurs more than 12 months after the date the Injury happened or the first Clinical Signs of the Illness were noticed, that resulted in the death or euthanasia of the Horse.
- Any amount if Your Vet or Our Vet believes the Illness or Injury the Horse is suffering from can be treated.
- Any amount if Your Vet or Our Vet believes it is humane to keep the Horse alive.
- Any amount if the euthanasia of the Horse is carried out before You tell us about your or Your Vet's decision for euthanasia, unless Your Vet believes there was no time for You to tell us because the Horse was in so much pain that it needed immediate euthanasia.
- Any amount if the death or euthanasia of the Horse results from:
  - an Injury that happened or Illness that first showed Clinical Signs; or,
  - an Injury or Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Injury that happened or an Illness which first showed Clinical Signs; or
  - an Injury or Illness that is caused by, relates to or results from an Injury that happened or an Illness or Clinical Sign which first showed Clinical Signs,

# Section 1A (continued)

before:

- a) the Horse's cover started; or,
  - b) the date this section was added to your insurance, no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on the Horse's body.
- Any amount if the death or euthanasia of the Horse results from:
    - an Illness first showing Clinical Signs; or,
    - an Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs; or
    - an Illness that is caused by, relates to or results from an Injury, Illness or Clinical Sign, which first showed Clinical Signs, within:
      - a) the first 14 days of your first policy year; or,
      - b) the first 14 days of the date this section was added to your insurance; no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on the Horse's body.
  - Any amount if the Horse's condition does not meet the current Veterinary Ireland and British Equine Veterinary Association (BEVA) Guidelines for the destruction of Horses.
  - Any amount if the death or euthanasia of the Horse is deliberately caused by:
    - You,
    - any Immediate Family member,
    - any person living with You,
    - any person working for You,
    - any person looking after the Horse,
    - any person who has the Horse on Permanent Loan or Lease to You.
  - Any other financial loss, legal compensation, costs or expenses that result from the death or euthanasia of the Horse.
  - The cost of a post mortem examination.
  - Any amount if the death or euthanasia of the Horse results from an Injury or an Illness while taking part in an activity not shown as covered on your Schedule.
  - Any amount if the death or euthanasia of the Horse results from legally prescribed medication unless it is given by a Vet or under the direction of a Vet.
  - Any amount if the death or euthanasia of the Horse results from a vice which the Horse had or any behavioural disorder.
  - Any amount for a mare's unborn foal, embryo or foetus.
  - Any amount if the Horse is insured under section 1B Death from Injury (Older Horse).

# Section 1B – Death From Injury (Older Horse)

This section only applies when a Sum Insured for this cover is shown on the Schedule

We will indemnify You by payment for the death of the Horse or euthanasia of the Horse by a Vet as a result of:

- an Injury that occurs or first shows Clinical Signs of occurring during the Period of Insurance
- surgery to treat an Injury that occurred during the Period of Insurance; or
- legally prescribed medication to treat an Injury that occurred during the Period of Insurance.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or the Market Value of the Horse, whichever is lower, less the amount of the Excess stated in the Schedule in respect of each loss.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse. because the Horse was in so much pain that it needed immediate euthanasia.
- Any amount if the death or euthanasia of the Horse happens more than 12 months after the date of the Injury that caused the death or euthanasia.
- Any amount if Your Vet or Our Vet believes the Injury the Horse is suffering from can be treated.
- Any amount if Your Vet or Our Vet believes it is humane to keep the Horse alive.
- Any amount if the euthanasia of the Horse is carried out before You tell us about your or Your Vet's decision for euthanasia, unless Your Vet believes there was no time for You to tell Us before:
  - a) the Horse's cover started; or,
  - b) the date this section was added to your insurance, no matter where the Injury happened in or on the Horse's body.
- Any amount if the death or euthanasia of the Horse results from:
  - an Injury that happened or that first showed Clinical Signs ; or,
  - an Injury which is the same as, or has the same diagnosis or Clinical Signs as an Injury that happened; or
  - an Injury that is caused by, relates to or results from an Injury that happened.

## Section 1B (continued)

- Any amount if the Horse's condition does not meet the current Veterinary Ireland and British Equine Veterinary Association (BEVA) Guidelines for the destruction of Horses.
- Any amount if the death or euthanasia of the Horse is deliberately caused by:
  - You,
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- Any amount if the death or euthanasia of the Horse results from legally prescribed medication unless it is given by a Vet or under the direction of a Vet.
- Any amount if the death or euthanasia of the Horse results from a vice which the Horse had or any behavioural disorder.
- Any amount for a mare's unborn foal, embryo or foetus, or death or euthanasia of the Horse caused by or resulting from complications during pregnancy or foaling.
- Any other financial loss, legal compensation, costs or expenses that result from the death or euthanasia of the Horse.
- The cost of a post mortem examination.
- Any amount if the death or euthanasia of the Horse results from an Injury that happened while taking part in an activity not shown as covered on your Schedule.

# Section 1A and Section 1B

## Special conditions that apply to these sections

- You must immediately arrange, at your own expense, for a Vet to examine and treat the Horse if it shows Clinical Signs of an Injury or an Illness.
- You must tell Us as soon as possible if the Horse shows any Clinical Signs of an Injury or an Illness.
- If You or Your Vet decides on euthanasia of the Horse, You must tell Us immediately. If We decide, We will refer the case history to a Vet that We have chosen. If We request, You must arrange for the Horse to go to another Vet that We have chosen.
- If Your Vet and Our Vet do not agree that the Illness or Injury the Horse is suffering from can be treated or that it is humane to keep the Horse alive, We may employ or use the services of another independent Vet of our choice and approved by you. The independent Vet will examine the Horse and all parties will accept this Vet's opinion.
- The period of 12 months will always start from the date in the Period of Insurance:
  - the Injury first happened; or
  - the Illness or Clinical Signs were first noticed; or
  - an Illness with the same diagnosis or Clinical Signs as the Illness or Clinical Signs that caused the death or humane destruction were first noticed,no matter how many times the same Illness or the same Clinical Signs are noticed in or on any part of the Horse's body.
- If a number of Injuries, Illnesses, or Clinical Signs are diagnosed as one Injury or Illness, or it is found that they are caused by, or relate to another Injury or Illness, the period of 12 months will start from the date in the Period of Insurance that the first Injury happened or the first Clinical Signs of any of the Illnesses were noticed.
- If We pay a claim under Section 1A - Death from Injury or Illness or 1B - Death from Injury (Older Horse) all cover under this Section will be cancelled from the date of the Horse's death. There will be no premium refund.
- Following the death or euthanasia of the Horse, You must arrange and pay for a post mortem examination as soon as possible. We reserve the right to request that this post mortem examination be carried out by a veterinary practice other than your normal attending veterinary practice.
- We will not make any claim

# Section 1A and Section 1B

## Special conditions that apply to these sections

payment until We receive evidence of your legal ownership of the Horse as Well as a formal identification of the Horse, a death certificate and post mortem report from the Vet confirming the cause of death.

- Where the Horse is on Permanent Loan or Lease, we will require written confirmation from the owner to state that You are at a financial loss from the death of the Horse. We will also require formal identification of the Horse, a death certificate and post mortem report from the Vet confirming the cause of death.

# Section 2 – Theft or Straying

This section only applies when a Sum Insured for this cover is shown on the Schedule. Cover can only be selected where Advertisement and Reward Cover is also selected.

We will indemnify You by payment if the Horse is stolen or goes missing during the Period of Insurance and is not found or does not return.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or the Market Value of the Horse, whichever is lower, less the amount of the Excess stated in the Schedule in respect of each loss.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- Any amount if You or the person looking after the Horse has freely parted with the Horse, even if tricked into doing so.
- Any amount for the death of a mare's unborn foal, embryo or foetus.
- Any amount if the theft or loss of the Horse involves dishonesty by
  - You,
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of the Horse.
- We will not make any claim payment until We receive evidence of your legal ownership of the Horse.
- Where the Horse is on Permanent Loan or Lease, written confirmation from the owner to state that You are at a financial loss from the theft or straying of the Horse will be required.

## Section 2 – Theft or Straying (Continued)

### Special conditions that apply to this section

- You must notify the Gardai or police as soon as You discover the Horse has been stolen or gone missing. You must also provide the Gardai or police with the Horse's passport and microchip number and provide evidence to Us that You have done so.
- If the Horse is found or returns, You must immediately repay the amount We have paid You.
- If We pay a claim under this section, all cover under this section will be cancelled from the date of the theft or the date the Horse went missing. There will be no premium refund.
- You must provide proof of advertising for the missing Horse (newspaper advertisements, posters, etc) and offer a reward for recovery of the Horse. The costs of this advertising and reward can be claimed for under the Advertising and Reward section of the Policy where this cover applies.
- No claim in this section will be paid unless the Horse has been missing for a minimum of 3 months.

# Section 3 – Advertising and Reward

This section only applies when a Sum Insured for this cover is shown on the Schedule. Cover can only be selected where Theft and Straying is also selected.

If the Horse is stolen or goes missing during the Period of Insurance, We will indemnify You in respect of the reasonable costs of advertising to try and find the Horse and in respect of the reward You have paid when the Horse is found.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or the Market Value of the Horse, whichever is lower.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- Any amount if the theft or loss of the Horse involves:
  - You
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- Any reward to find the Horse which was not agreed with Us before the reward was set.
- Any reward paid to
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- Any amount if You or the person looking after the Horse has freely parted with the Horse, even if tricked into doing so.
- Any reward not supported by a signed receipt giving the full name and address of the person who provided information which led to the recovery of the Horse. A written statement from the person who received the reward giving details of the circumstances which led to the recovery will also be required.

# Section 4 – Disposal

This section only applies when a Sum Insured for this cover is shown on the Schedule. Cover can only be selected where Death Cover is also selected.

We will indemnify You in respect of the cost to remove and dispose of the Horse's carcass following death or euthanasia as a result of an Injury that happens; or an Illness that first shows Clinical Signs; during the policy year.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- Any amount if the death or euthanasia of the Horse is not covered under Section 1A – Death from Injury or Illness or Section 1B Death from Injury (Older Horse).
- Any amount following death due to an Illness if the Horse is covered under Section 1B – Death from Injury (Older Horse).

# Section 5 – Third Party Liability

This section is only covered if the limit of indemnity is shown on your Schedule.

We will indemnify You against all sums which You shall become legally liable to pay for:

- (i) damage to property other than property belonging to or under the control of;
  - You,
  - members of your Immediate Family,
  - any person living with You,
  - any person employed by You,
  
- (ii) death, bodily Injury or illness to any person other than
  - members of your Immediate Family
  - any person living with You
  - any person employed by You

as a result of an accident during the period of insurance,

- a) involving the Horse, the Horse Trailer or the Horse Drawn Vehicle if You own, Permanently Loan or Lease the Horse, or
- b) while You are Riding a Horse if You do not own, Permanently Loan or Lease the Horse.

The amount payable in respect of any one occurrence or all occurrences of a series consequent on one original cause will not exceed the limit of indemnity stated on the Schedule inclusive of all legal fees.

## Excluding Liability in Respect of:

- Any costs or expenses for defending You that We have not agreed beforehand.
- Any compensation, costs and expenses for which You are found legally liable to pay as a result of any contract or agreement which You entered into which imposed on You liability which You would not have otherwise been under.
- Any compensation, costs and expenses if the property damaged belongs to or is under the control of any person who is a member of your Immediate Family, who lives with You or who is employed by You.
- Any compensation costs and expenses for loss or damage to fences, walls, gates and agricultural crops.
- Any compensation, costs and expenses arising out of the ownership, possession or use of a Horse Trailer in circumstances where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation.

## Section 5 (continued)

- Any compensation, costs and expenses for a Horse Drawn Vehicle on the public highway if the Horse is not drawing it.
- Any amount if the Horse Drawn Vehicle is being used for training for, or taking part in, flapping, trapping, racing competitions, trials or cross country events.
- Any compensation costs and expenses if the accident results from a stallion serving or attempting to serve a mare, or from any activity involving artificial insemination.
- Any action for damage brought in a Court of Law outside the Republic of Ireland.
- Air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an accident involving the Horse, the Horse Trailer, or a Horse Drawn Vehicle.
- Any compensation, costs and expenses if You own, Permanently Loan or Lease the Horse and if a person is Riding the Horse for professional lessons or Riding at a riding establishment unless that person is You or a member of your Immediate Family.
- If You own, Permanently Loan or Lease the Horse, any compensation costs and expenses if the incident results from the business activities of a Riding establishment.
- Any compensation, costs and expenses if You do not own, Permanently Loan or Lease the Horse and You have not followed instructions given to You by the person responsible for the Horse You are Riding.
- Any amount if the incident or Injury that takes place is a result of your business activity, your profession, your occupation or while You are working for someone, whether You are paid or not.

# Section 6 – Saddlery and Tack

This section only applies when a Sum Insured for this cover is shown on the Schedule.

We will indemnify You by payment or, at our option, by replacement or repair, if your Saddlery and Tack is lost, stolen, damaged or destroyed during the Period of Insurance.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule less the amount of the Excess stated in the Schedule in respect of each loss.

## Exclusions

- Any amount in excess of €500 for any saddle or item of tack You do not have formal proof of purchase for that shows the make, model and the date of purchase.
- Any amount for rugs, clothing or personal effects.
- Any amount if the Saddlery and Tack is lost or stolen when it is left unattended, unless it has been lost or stolen from:
  - the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle; or
  - any building that You live in that has mortice deadlocks on all external doors; or
  - a building or part of a building that You do not live in that has been locked with mortice deadlocks or equivalent locks on all doors and has steel bars or steel grids on all windows.
- Any amount for Saddlery and Tack You do not own or are not legally responsible for.
- Any amount if the Saddlery and Tack is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pests or any other gradually operating cause.
- Any amount if the Saddlery and Tack is damaged when it is being cleaned, dyed, repaired or restored.
- Any amount if the Saddlery and Tack is being used by a Riding establishment or by someone for professional lessons if they are not a member of your Immediate Family.
- Any amount to have the Saddlery and Tack adjusted to fit the Horse.
- Any amount if the Saddlery and Tack is lost, stolen or damaged as a result of any profession, trade or business.

## Section 6 (continued)

### Special conditions that apply to this section

- A proportionate adjustment will be made in the settlement of your claim if the sum insured on the Saddlery and Tack at the time of the loss or damage is less than the amount required to replace as new.
- You must notify the Gardai or police as soon as You discover that any of your Saddlery and Tack has been lost, stolen or deliberately damaged.
- If your Saddlery and Tack is found, You must immediately repay the full amount We have paid You.

# Section 7A Vet Fees - Standard Cover

This section only applies when a Sum Insured for this cover is shown on the Schedule

We will indemnify You in respect;

(i) of the cost of Veterinary Treatment; and

(ii) **if instructed by a Vet in writing, following a Veterinary examination**, the cost of Complementary Treatment the Horse receives,

all to treat an Injury that happens or an Illness that first shows Clinical Signs during the Period of Insurance.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule less the amount of the Excess stated in the Schedule in respect of each Illness or Injury that is not related to any other Illness or Injury.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- The cost of any Veterinary Treatment or Complementary Treatment the Horse receives after 12 months from the date the Injury happened or the Illness first showed Clinical Signs.
- The cost of any medicines or materials prescribed or supplied to be used after 12 months from the date the Injury happened or the Illness first showed Clinical Signs.
- The cost of any Veterinary Treatment or Complementary Treatment for:
  - an Injury that happened or Illness that first showed Clinical Signs; or
  - an Injury or Illness which is the same as, or has the same diagnosis or Clinical Signs as,

an Injury that happened or an Illness which first showed Clinical Signs; or

- an Injury or Illness that is caused by, relates to or results from an Injury that happened or an Illness or Clinical Sign which first showed Clinical Signs, before:
  - a) the Horse's cover started; or,
  - b) the date this section was added to your insurance.

no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on the Horse's body.

- The cost of any Veterinary Treatment or Complementary Treatment for:
  - an Illness first showing Clinical Signs; or,
  - an Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs; or

## Section 7A (continued)

- an Illness that is caused by, relates to or results from an Injury, Illness or Clinical Sign which first showed Clinical Signs, within:
  - a) the first 14 days of your first policy year; or,
  - b) the first 14 days of the date this section was added to your insurance; no matter where the Injury, Illness or Clinical Signs were noticed in or on the Horse's body.
- The cost of any Veterinary Treatment or Complementary Treatment a Vet normally recommends to prevent Injury or Illness.
- The cost of any Veterinary Treatment or Complementary Treatment that You choose to have carried out, that is not required to treat an Injury or Illness, including any complications that arise from this treatment.
- The cost of any Veterinary Treatment or Complementary Treatment that results from a vice which the Horse had or any behavioural disorder.
- The cost of vaccinations, castration, and removing of wolf teeth, except the cost of treating any complications caused by these procedures.
- The cost of any Veterinary Treatment or Complementary Treatment if your Horse is insured by Section 7B Vet Fees (Older Horse).
- The cost of any Veterinary Treatment or Complementary Treatment for any Injury or Illness deliberately caused by
  - You,
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- The cost of euthanasia, cremation, burial or disposal of the Horse.
- The cost of a post mortem examination.
- The amount You normally pay for shoeing and/or the care of the Horse's feet.
- The cost of:
  - stabling
  - grazing
  - feeding; or
  - any changes in the way You look after the Horse, other than when the Horse is hospitalised.
- More than 50% of the livery and nursing costs when the Horse is hospitalised and with any claim for a period of essential hospitalisation, We may require an explanation from Your Vet as to the reason why hospitalisation

## Section 7A (continued)

is essential for treatment and the length of hospitalisation required.

- The cost of treatment, which is not Veterinary Treatment or Complementary Treatment, that You could carry out yourself, unless the Vet confirms that a Vet or a member of a veterinary practice must carry this out, regardless of your personal circumstances.
- Any costs for transporting the Horse to or from the place of Veterinary Treatment or Complementary Treatment.
- The cost of any Veterinary Treatment or Complementary Treatment that results from an Injury or an Illness while taking part in an activity not shown as covered on your Schedule.
- The cost of any Veterinary Treatment or Complementary Treatment that Your Vet and Our Vet do not agree.
- The cost of any Veterinary Treatment or Complementary Treatment if a claim has not been submitted within 12 months of the Horse receiving treatment.
- The cost of any Veterinary Treatment or Complementary Treatment for an Illness if the Horse is aged 17 years or over at the renewal of the policy.
- The cost of conditions relating to reproduction including fertility,

pregnancy, foaling and treatment of the neonatal foal except where the attending Vet deems a birth to be complicated and needing treatment in an immediate attempt to save the mare's life.

# Section 7A (continued)

## Special conditions that apply to this section

- You must immediately arrange, at your own expense, for a Vet to examine and treat the Horse if it shows Clinical Signs of an Injury or an Illness.
- You must tell Us as soon as possible if the Horse shows any Clinical Signs of an Injury or an Illness. If We decide, we will refer the case history to a Vet that We have chosen. If We request, You must arrange for the Horse to go to another Vet that We have chosen.
- We may decide that We need Our Vet to agree the Horse's Veterinary Treatment or Complementary Treatment with Your Vet before it is carried out. We will advise You if this agreement is required.
- If Your Vet and Our Vet do not agree on the Veterinary Treatment or Complementary Treatment for the Horse We may employ or use the services of another independent Vet of our choice and approved by You. The independent Vet will examine the Horse and all parties will accept this Vet's opinion of the Veterinary Treatment or Complementary Treatment your Horse needs.
- The period of 12 months will always start from the date in the policy year:
  - the Injury first happened; or
  - the Illness or Clinical Signs were first noticed, or
  - an Illness with the same diagnosis or Clinical Signs as the Illness or Clinical Signs that You have claimed for were first noticedno matter how many times the same Illness or the same Clinical Signs are noticed in or on any part of the Horse's body.
- If a number of Injuries, Illnesses, or Clinical Signs are diagnosed as one Injury or Illness or it is found that they are caused by or relate to another Injury or Illness the period of 12 months will start from the date in the policy year that the first Injury happened or the first Clinical Signs of any of the injuries or Illnesses were noticed.

# Section 7B– Vets Fees (Older Horse)

This section only applies when a Sum Insured for this cover is shown on the Schedule.

We will indemnify You in respect;

- (i) of the cost of Veterinary Treatment; and
- (ii) **if instructed by a Vet in writing, following a Veterinary examination**, the cost of Complementary Treatment the Horse receives,

all to treat an Injury that happens during the Period of Insurance.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule less the amount of the Excess stated in the Schedule in respect of each Injury that is not related to any other Injury.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- The cost of any Veterinary Treatment or Complementary Treatment your Horse receives after 12 months from the date the Injury happened.
- The cost of any medicines or materials prescribed or supplied to be used after 12 months from date the Injury happened.
- The cost of any Veterinary Treatment or Complementary Treatment for:
  - an Injury that happened;
  - an Injury that is the same as, or has the same diagnosis or Clinical Signs as, an Injury that happened; or,
  - an Injury that is caused by, relates to or results from an Injury that happened,before:
  - a) your Horse's cover started; or,
  - b) the date this section was added to your insurance, no matter where the Injury or Clinical Signs were noticed or happened in or on your Horse's body.
- The cost of any Veterinary Treatment or Complementary Treatment a Vet normally recommends to prevent an Injury.
- The cost of any Veterinary Treatment or Complementary Treatment that You choose to have carried out, that is not required to treat an Injury, including any complications that arise from this treatment.
- The cost of any Veterinary Treatment or Complementary Treatment for any Injury deliberately caused by
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the

## Section 7B (continued)

- Horse,
  - any person who has the Horse on Permanent Loan or Lease to You.
- The amount You normally pay for shoeing and/or the care of the Horse's feet or any amount due to disease or illness.
- The cost of:
  - stabling
  - grazing
  - feeding; or
  - any changes in the way You look after the Horse, other than when the Horse is hospitalised.
- More than 50% of the livery and nursing costs when the Horse is hospitalised and with any claim for a period of essential hospitalisation, We may require an explanation from Your Vet as to the reason why hospitalisation is essential for treatment and the length of hospitalisation required.
- The cost of treatment, which is not Veterinary Treatment or Complementary Treatment, that You could carry out yourself, unless the Vet confirms that a Vet or a member of a Veterinary practice must carry this out, regardless of your personal circumstances.
- Any costs for transporting the Horse to or from the place of Veterinary Treatment or Complementary Treatment.
- The cost of any Veterinary Treatment or Complementary Treatment if a claim has not been submitted within 12 months of the Horse receiving treatment.
- The cost of any Veterinary Treatment or Complementary Treatment that results from an Injury that happened while taking part in an activity not shown as covered on your Schedule.
- The cost of any Veterinary Treatment or Complementary Treatment that results from a vice which the Horse had or any behavioural disorder.
- The cost of conditions relating to reproduction including fertility, pregnancy, foaling and treatment of the neonatal foal except where the attending Vet deems a birth to be complicated and needing treatment in an immediate attempt to save the mare's life.
- The cost of euthanasia, cremation, burial or disposal of the Horse.
- The cost of a post mortem examination.

## Section 7B (continued)

### Special conditions that apply to this section

- You must immediately arrange, at your own expense, for a Vet to examine and treat the Horse if it shows Clinical Signs of an Injury.
  - You must tell Us as soon as possible if the Horse shows any Clinical Signs of an Injury. If We decide, We will refer the case history to a Vet that We have chosen. If We request, You must arrange for the Horse to go to another Vet that We have chosen.
  - We may decide that We need Our Vet to agree the Horse's Veterinary Treatment or Complementary Treatment with Your Vet before it is carried out. We will advise You if this agreement is required.
  - If Your Vet and Our Vet do not agree on the Veterinary Treatment or Complementary Treatment for the Horse We may employ or use the services of another independent Vet of our choice and approved by You. The independent Vet will examine the Horse and all parties will accept this Vet's opinion of the Veterinary Treatment or Complementary Treatment your Horse needs.
  - The period of 12 months will always start from the date in the policy year:
    - the Injury first happened; or
- Clinical Signs were first noticed, no matter how many times the same Injury or the same Clinical Signs are noticed in or on any part of the Horse's body.
- If a number of Injuries, or Clinical Signs are diagnosed as one Injury or it is found that they are caused by, or relate to another Injury, the period of 12 months will start from the date in the policy year that the first Injury happened or the first Clinical Signs were noticed.

# Section 7C– Emergency Vet Fees

This section only applies when a Sum Insured for this cover is shown on the Schedule.

If the Horse which You do not own, have on Permanent Loan or Lease is injured as a result of an accident and needs immediate Veterinary Treatment We will indemnify You in respect of the cost of;

- the Vet attending the scene of the accident,
- Veterinary Treatment for the Horse at the scene of the accident and the following 24 hours,
- moving the Horse from the scene of the accident to the place it is usually kept, and
- euthanasia by the Vet at the scene of the accident and removal of the carcass from the scene of the accident.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule less the amount of the Excess stated in the Schedule in respect of each Injury that is not related to any other Injury.

## Exclusions

- The cost of treating any Injury first showing Clinical Signs before the accident.
- Any amount if a Vet does not attend the scene of the accident.
- The cost of a post mortem examination.
- The cost of Veterinary Treatment for any Injury that occurred as a result of an accident that happened before the date of this particular accident.
- The cost of any Veterinary Treatment for any Injury deliberately caused by
  - You
  - any Immediate Family member,
  - any person living with You,
  - any person working for You,
  - any person looking after the Horse,
- The cost of any medicines or materials prescribed or supplied to be used after 24 hours from the time of the accident.
- The cost of any Veterinary Treatment if a claim has not been submitted within 12 months of the Horse receiving Veterinary Treatment.

# Section 8 – Permanent Loss of Use

This section only applies when a Sum Insured for this cover is shown on the Schedule. Cover can only be selected where Death Cover is also selected.

We will indemnify You by payment if your Horse is injured or first shows Clinical Signs of an Illness, during the period of insurance, which results in your Horse never being able to take part in any one of the activities set out in the Schedule.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or the Market Value of the Horse (less the residual value), whichever is lower, less the amount of the Excess stated in the Schedule in respect of each loss.

## Exclusions

- Any amount if You do not own, Permanently Loan or Lease the Horse.
- Any amount if the permanent loss of use happens more than 12 months after the date the Injury happened or the Illness first showed Clinical Signs.
- Any amount for permanent loss of use if Your Vet and Our Vet do not agree that the Horse will never be able to take part in any one of the activities set out on the Schedule.
- Any amount for permanent loss of use caused by:
  - an Injury that happened or Illness that first showed Clinical Signs; or,
  - an Injury or Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Injury that happened or an Illness which first showed Clinical Signs; or
  - an Injury or Illness that is caused by, relates to or results from an Injury that happened or an Illness or Clinical Sign which first showed Clinical Signs, before:
    - a) the Horse's cover started; or,
    - b) the date this section was added to your insurance, no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on the Horse's body.
- Any amount for permanent loss of use caused by
  - an Illness first showing Clinical Signs; or,
  - an Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs; or
  - an Illness that is caused by, relates to or results from an Injury, Illness or Clinical Sign which first showed Clinical Signs, within:
    - a) the first 14 days of your first policy year; or,
    - b) the first 14 days of the date this section was added to your insurance;

## Section 8 – Permanent Loss of Use (continued)

no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on the Horse's body.

- Any amount for permanent loss of use resulting from or connected with any activity the Horse has never taken part in or been trained to do.
- Any amount for permanent loss of use if the Injury or Illness results from an activity not shown as covered on Schedule.
- Any amount for permanent loss of use if the Horse cannot breed.
- Any amount for permanent loss of use if the Horse is under 2 years of age or 17 years old or older at the beginning of the Period of Insurance as set out in your Schedule.
- Any amount if the permanent loss of use of the Horse results from a vice which the Horse had or any behavioural disorder.
- Any amount for permanent loss of use if the Horse is not allowed to take part in any show because of any regulations about Horses that have had any operation for a respiratory system disorder.
- Any amount for permanent loss of use unless the Illness or Injury prevents your Horse from physically taking part in an activity listed on the Schedule.

# Section 8 – Permanent Loss of Use (continued)

## Special conditions that apply to this section

- You must immediately arrange, at your own expense, for a Vet to examine and treat the Horse if it shows Clinical Signs of an Injury or an Illness.
- If it is Your Vet's opinion that the Horse will never be able to take part in any one of the activities set out on the Schedule, You must send us a report from Your Vet giving details of the Horse's Illness or Injury and the reasons for the opinion.
- We may decide that We need Our Vet to agree with Your Vet that the Horse will never be able to take part in any one of the activities set out on the Schedule.
- If Your Vet and Our Vet do not agree that the Horse will never be able to take part in any one of the activities set out on the Schedule, We may employ or use the services of another independent Vet who We chose and approved by You. The independent Vet will examine the Horse and all parties will accept this Vet's opinion.
- The period of 12 months will always start from the date in the policy year:
  - the Injury first happened;
  - the Illness or Clinical Signs were first noticed; or
  - an Illness with the same diagnosis or Clinical Signs as the Illness or Clinical Signs that caused the permanent loss of use were first noticed, no matter how many times the same Illness or the same Clinical Signs are noticed in or on any part of the Horse's body.
- If a number of Injuries, Illnesses, or Clinical Signs are diagnosed as one Injury or Illness, or it is found that they are caused by, or relate to another Injury or Illness, the period of 12 months will start from the date in the policy year that the first Injury happened or the first Clinical Signs of any of the Illnesses were noticed.
- We will not make any claim payment until We receive evidence of your legal ownership of the Horse and formal identification of the Horse.
- Where the Horse is on Permanent Loan or Lease, written confirmation from the owner to state that You are at a financial loss from the permanent loss of use of the Horse, as well as formal identification of the Horse will be required.
- Once We have agreed the settlement of your claim, You must agree to have the loss of use freeze mark placed on the Horse. We will not make any claim payment until We have received confirmation the freeze mark has been done. If You have decided to

## Section 8 – Permanent Loss of Use (continued)

### Special conditions that apply to this section (continued)

ethanase the Horse, We will not make any claim payment until We have Veterinary confirmation that the Horse has been euthanased.

- If the Horse is covered for 100% of the sum insured and We pay a claim for it, the Horse will continue to belong to You. We will reduce the amount We pay You by what the Horse is worth at the date of payment.
- If We pay a claim under this section, this section will be cancelled from the date of the loss. There will be no premium refund.

# Section 9 – Rider Personal Accident and Dental

This section only applies if the benefit is shown on your Schedule.

We will pay up to the amount for the benefits selected as stated in your Schedule and also at the end of this section less the amount of the Excess in respect of each loss if You are injured or have to stay in hospital as a result of an accident, while Riding the Horse, during the Period of Insurance.

In the event of death as a result of an accident, while Riding the Horse, during the period of insurance, We will pay your legal personal representatives.

If You own, Permanently Loan or Lease the Horse, 'You' also includes;

- any Immediate Family member,
- any person living with You,
- any person working for You.

## Exclusions

- More than one of the benefits 1 to 5 as a result of one accident, as shown at the end of this section.
- Any amount if your death happens more than 24 months after the date You were injured.
- Any amount for Permanent Total Disability until at least 52 Weeks after the date of the accident.
- The first 7 days of Temporary Total Disability for each accident or more than 52 Weeks of the Temporary Total Disability for each accident.
- More than 30 days Hospital benefit for each accident.
- Any amount if You are under 5 years old.
- Any amount relating to a pre-existing medical condition, Injury or Illness You had before the cover under this section was added.
- Any amount if Injury or death resulted from suicide, attempted suicide or You deliberately injuring yourself.
- Any amount if the Injury or death was caused because You deliberately put yourself in danger unless it was in an attempt to save someone's life.
- Any amount if the Injury or death results from You being under the influence of alcohol or drugs.
- Any of the benefits 1 – 6 if payment has already been made to You because of another accident, as shown at the end of this section.
- If You own, Permanently Loan or

## Section 9 (continued)

Lease the Horse, any amount if someone is Riding the Horse for professional lessons or Riding at a riding establishment unless that person is a member of your Immediate Family.

- Any amount if the accident or Injury that takes place is a result of any business activity, your profession, your occupation or while You are working for someone, whether You are paid or not.

# Section 9 (continued)

## Special conditions that apply to this section

- If You are injured You must get medical attention immediately.
- You agree that We may appoint and pay for our own medical advisers to examine You as often as necessary.
- If You are not wearing approved protective headgear manufactured to BSEN1384,EN1384, PAS015, ASTM F1163 standard or carrying the BSI kitemark or be SEI certified at the time of the accident We reserve the right to reduce any amount We pay or decline to pay your claim.
- If an Injury is worse because of an old Injury, physical disability or condition that You had before the accident, We will only pay a percentage of your claim. The percentage will be based on the amount the old Injury, physical disability or condition affects or is part of a new Injury.

## Section 9 (continued)

Personal accident benefits	Standard	Superior
1. Death	€10,000	€20,000
2. Permanently blind in one or both eyes	€10,000	€20,000
3. Loss of one or both hands or arms	€10,000	€20,000
4. Loss of one or both feet or legs	€10,000	€20,000
5. Permanent Total Disability	€10,000	€20,000
6. Temporary Total Disability NB If You are retired or not working under a contract of employment We will pay your medical and other expenses due to your Injury up to the Weekly benefit.	Nil	€150 each Week
7. Dental Treatment (the cost of dental treatment up to the maximum benefit)	€1,000	€1,500
8. Hospital benefit (for each 24 hours You are in hospital)	Nil	€75

# Section 10 – Horse Trailers and Horse Drawn Vehicles

This section only applies when a Sum Insured for this cover is shown on the Schedule.

If the Horse Trailer or Horse Drawn Vehicle is lost, stolen, damaged or destroyed during the Period of Insurance We will indemnify You in respect of the:

- cost of repairing the Horse Trailer or Horse Drawn Vehicle if it is damaged to bring it back to the same condition it was in before it was damaged; or,
- market value of the Horse Trailer or Horse Drawn Vehicle if the cost of repair is more than it was worth or it is lost, stolen or destroyed.

In event of a loss our maximum liability is limited to the Sum Insured stated on the schedule or the Market Value of the

(a) Horse Trailer, or,

(b) Horse Drawn Vehicle,

whichever is lower, less the amount of the Excess stated in the Schedule in respect of each loss.

## Exclusions

- Any amount if You do not own the Horse Trailer or Horse Drawn Vehicle.
- Any amount unless You provide us with evidence of your legal ownership of the Horse Trailer or Horse Drawn Vehicle.
- Any amount if your Horse Trailer or Horse Drawn Vehicle is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pests, mildew, mechanical or electrical breakdown, or any other gradually operating causes.
- Any amount if the Horse Trailer or Horse Drawn Vehicle is damaged or destroyed when it is being cleaned, repaired or restored.
- Any amount if replacement parts or accessories are not available.
- Any amount for tyres that are damaged by punctures, bursts, braking or are cut.
- Any amount if the Horse Drawn Vehicle is damaged while it is being used for training for, or taking part in, flapping, trapping, racing competitions or trials or cross country events.
- Any amount if the Horse Drawn Vehicle is stolen, damaged or destroyed while the thief is trying to steal it, if You have not fitted a wheel clamp or a tow hitch lock

## Section 10 (continued)

or put it in a building that is locked.

- Any amount if the Horse Trailer is stolen, damaged or destroyed while the thief is trying to steal it, if You have not fitted a wheel clamp or a tow hitch lock.
  - Any other financial loss, legal compensation, costs or expenses.
  - Any amount if the Horse Trailer or Horse Drawn Vehicle is lost, stolen damaged or destroyed as a result of any business activity, your profession, your occupation, or while You are working for
- Any amount if the Horse Trailer or Horse Drawn Vehicle is loaned to anyone outside your Immediate Family.
  - Any compensation, costs and expenses arising out of the ownership, possession or use of a Horse Trailer in circumstances where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation.

someone, whether You are paid or not.

# Section 10 (continued)

## Special conditions that apply to this section

- If the Horse Trailer or Horse Drawn Vehicle is found, You must repay the full amount We have paid You.

# General exclusions

## This policy does not cover the following:

Any Horse less than 30 days old.

Any amount if the Injury, Illness or incident is shown as excluded on the Schedule.

### Radioactive Contamination

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or,
- b) Any legal liability of whatsoever nature 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) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear

### War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike

operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

- (2) any act of terrorism. 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes liability, 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 (1) and/or (2) above. If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

# General exclusions (continued)

## **Sonic Boom**

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

## **Deliberate or Criminal Act**

This Policy does not provide cover for any claim resulting from deliberate or criminal acts by You or anyone acting on your behalf or with your consent or by your domestic employee.

## **Unlawful Acts**

Any amount which results from You acting or behaving unlawfully. Any amount if You break the animal health or importation laws or regulations of the Republic of Ireland or United Kingdom.

## **Disease**

Any amount resulting from diseases transmitted from animals to humans.

Any amount if the Horse suffers from a notifiable disease as defined by the Department of Agriculture, Fisheries & Food at the time of the notification of the claim.

## **Confiscation**

Any amount if the Horse is confiscated or destroyed under the order of any government, public, local or any other authority.

## **Use by Riding School**

Any amount which results from your Horse being used by a Riding centre/school for public use.

## **Business Trade or Profession**

This Policy does not provide cover for any property or Horse used in connection with any business, trade or professional purpose.

Any amount if the incident or Injury that takes place is a result of your business activity, your profession, your occupation, or while You are working for someone, including voluntary work whether You are paid or not.

## **Professional Competitions**

Any amount if You or the Horse are taking part in any professional competition, or professional racing including point-to-point racing.

## **Veterinary Treatment Abroad**

Any amount for travel to seek Veterinary Treatment elsewhere, except where treatment is not available in the Republic of Ireland and pre- authorisation has been granted by the Allianz Horse & Rider Claims Department.

## **Consequential Loss**

Consequential loss or damage of any kind except as set out in this Policy.

## **Fees**

Fees incurred in the preparation of any claim.

## **Sets and Matching Items**

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part

# General exclusions (continued)

or parts that have been lost or damaged.

## **Wear, Tear and as undernoted**

- Wear, tear, rust or corrosion.
- Gradual deterioration or any gradually operating cause.
- The cost of maintenance.
- Mildew, rising damp, dry/Wet rot, moth, vermin, atmospheric or climatic conditions.
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article.
- Mechanical, electrical or electronic defects, breakdown or malfunction.

# Consumer Information

## Your insurer

The underwriter of your insurance is Allianz p.l.c., trading as Allianz, having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office no 143108. Vat no IE0646922D. Our contact details are: telephone: +353 1 6133666 fax: +353 1 6605214, and email: info@allianzdirect.ie

## Regulatory Status

Allianz p.l.c. is regulated by the Financial Regulator.

## Main business

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

## How we charge

The charge for our services is the premium (including applicable government levies and/or premium taxes).

## Default

Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.

## Language

Your policy and all communications with you or by you to us will be in English.

## Compensation

Please note that in the event of Allianz being unable to pay a claim,

you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

## Right of withdrawal

You have the right to withdraw from this policy, provided you have not made a claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration fee. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

## Governing law

The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any dispute.

## Policy Alteration, Additional and Return Premiums

When you make an alteration to your policy we will re-calculate your premium, which may result in an additional premium due to us, or a return premium due to you. If the alteration to the policy results in an additional premium due to us, or a refund due to you we will only charge or refund such premium provided

# Consumer Information

this amount is greater than or equal to €25 plus 2% Government Levy.

## Alteration to terms and conditions

In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

## Complaints

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details: Customer Services Manager, Allianz, Direct Division, Allianz House, Elmpark, Merrion Road, Dublin 4.  
+353 1 6133666 (tel),  
info@allianzdirect.ie

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

- (1) **The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.**  
1890-882090 (local),  
+353 1 6620899 (tel),  
+353 1 6620890 (fax),  
email -  
enquiries@financialombudsman.ie  
website –  
www.financialombudsman.ie

and/or

- (2) **Insurance Information Services – Irish Insurance Federation, 39 Molesworth Street, Dublin 2.**  
+353 1 6761914 (tel),  
+353 1 6761943 (fax),  
email - iis@iif.ie  
website – www.iif.ie

Allianz,  
Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4

Tel: 1850 48 48 48

Fax: 01 660 5214

Web Site: [www.allianzdirect.ie](http://www.allianzdirect.ie)

Allianz p.l.c. is regulated by the Financial Regulator.  
Registered in Ireland, No. 143108.