



# Lloyd's 12 Month Equine Insurance

## **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>1</b>
<b>Important Information</b> .....	<b>3</b>
Important conditions .....	3
<b>Information you have given us</b> .....	<b>4</b>
<b>Notifying us of any changes</b> .....	<b>4</b>
Changes in fair market value .....	5
<b>Cancelling this insurance</b> .....	<b>5</b>
Refund of premium .....	6
<b>Death of the insured Horse</b> .....	<b>7</b>
What is covered .....	7
What is not covered .....	7
<b>How to make a claim</b> .....	<b>8</b>
Things you must do .....	8
Disputed fair market value .....	9
Fraudulent claims .....	9
<b>How to make a complaint</b> .....	<b>11</b>
<b>The effect of other insurance</b> .....	<b>12</b>
<b>Our rights</b> .....	<b>12</b>
<b>Data Protection</b> .....	<b>12</b>
<b>Sanctions</b> .....	<b>13</b>
<b>Choice of law and jurisdiction</b> .....	<b>13</b>
<b>Service of Suit</b> .....	<b>13</b>
<b>Rights of third parties</b> .....	<b>13</b>
<b>ADDITIONAL COVERAGE: THEFT</b> .....	<b>14</b>
What is covered .....	14
What is not covered .....	14
Additional important conditions .....	14
<b>Equine Twelve Months Extension Clause</b> .....	<b>15</b>

## Definitions

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

<b>Act of terrorism</b>	means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<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>Coronavirus related loss</b>	<p>means any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV2), or any mutation or variation thereof. This also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:</p> <ul style="list-style-type: none"><li>i. any fear or threat (whether actual or perceived) of; or</li><li>ii. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;</li></ul> <p>coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.</p>
<b>Cyber incident</b>	<p>means any loss, damage, liability, claim, cost, fee or expense caused by:</p> <ul style="list-style-type: none"><li>i. the use of, or inability to use;</li><li>ii. any error or omission relating to the use of; or</li><li>iii. any hoax or threat relating to the use of;</li></ul> <p>any application, process or software.</p>
<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>	<p>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</p> <p>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</p>

imperative for humane reasons without waiting for the appointment of a **veterinary surgeon** by us.

<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 <b>our 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 Tokio Marine Kiln, Syndicates 510 and 1880 at Lloyd's, being part of Tokio Marine Kiln Syndicates Limited.
<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 4; 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 8.

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.
5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. 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 cancel or amend the terms of your insurance as per Article 6 of the Swiss Federal Law of the Insurance Contract of 2 April 1908.

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

- 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** fifteen (15) days' notice in writing. **We** will only do this in accordance with the Swiss Federal Law on the Insurance Contract of 2 April 1908 which states the following reasons for cancelling a contract:

- Non Payment of Premium
- An increase in the risk which means that we can no longer provide you with insurance cover
- Partial claim
- Non cooperation or failure to supply any information or documentation we request.

This list is not exhaustive.

## 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 off 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. for annual policies only, 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 8).

### What is not covered

We will not pay for:

1. death, intentional slaughter or humane destruction of the horse in any way 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 in any way 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 directed by him/her) 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** in any way 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;
  - 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;
  - c) war, whether war be declared or not, hostilities or any act of war or civil war;
  - d) any **Cyber incident**;
  - e) any **Coronavirus related loss**; or
  - f) any **act of terrorism**.

## 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).
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.
4. If requested by **us**, allow for the removal of the **horse** so that a **post-mortem** can be carried out by **our** appointed **veterinary surgeon**. The cost of the **post-mortem** will be met by **us**.
5. In the case of non-emergency euthanasia of the **horse**, **you** must check if **we** will require a **post-mortem** before the **humane destruction** takes place.

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

### Complaint handling arrangements

Any complaint should be addressed in the first instance to The Complaints Department, Tokio Marine Kiln, 20 Fenchurch Street, London, EC3M 3BY. Email: [complaints@tokiomarinekiln.com](mailto:complaints@tokiomarinekiln.com). Tel: +(44) 207 886 9000.

The Lloyd's managing agent, Tokio Marine Kiln, will acknowledge your complaint in writing, and aim to provide you with its decision on your complaint, in writing, within eight weeks of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within eight weeks of the complaint being made, you may be eligible to refer your complaint to the Ombudsman of Private Insurance. The contact details are as follows.

#### Head office and office for German speakers:

Ombudsman of Private Insurance  
In Gassen 14  
Postfach 181  
8024 Zurich  
Switzerland  
Tel: 044 211 30 90  
Fax: 044 212 52 20  
E-mail: [help@versicherungsombudsman.ch](mailto:help@versicherungsombudsman.ch)

#### Branch office for French speakers:

Ombudsman of Private Insurance  
Chemin des Trois-Rois 2  
Case postale 5843  
1002 Lausanne  
Switzerland  
Tel: 021 317 52 71  
Fax: 021 317 52 70  
E-mail: [help@ombudsman-assurance.ch](mailto:help@ombudsman-assurance.ch)

#### Branch office for Italian speakers:

Ombudsman of Private Insurance  
Via Giulio Pocobelli 8  
Casella postale  
6903 Lugano  
Switzerland  
Tel: 091 967 17 83  
Fax: 091 966 72 52  
E-mail: [help@ombudsman-assicurazione.ch](mailto:help@ombudsman-assicurazione.ch)

The complaints handling arrangements above are without prejudice to your rights in law.

## 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, we** will only be liable under this insurance for **our** proportion of its **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 such other insurance is valid or collectible 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.

## Data Protection

For the purposes of this Notice, “**we/us/our**” includes Tokio Marine Kiln Syndicates Limited, certain Underwriters at Lloyd’s, Strategic Alliances, and any agents. **You/your** includes the **Insured**, and anyone who provides data to Strategic Alliances, or who is or becomes insured by **us** under this contract of insurance (the Policy).

The security of data is very important to **us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under the Policy for its administration, the handling of claims and the provision of customer services and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other individuals, such as family, friends or other associates, must be with their permission. It is **your** responsibility to inform them about **our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the Policy, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information to correct any inaccuracies and in certain circumstances to have it deleted.

**Our** handling of data is consistent with the London insurance market’s Core Uses of Information Notice at <https://lmg.london/wp-content/uploads/2019/07/LMA-Insurance-Market-Information-Uses-Notice-post-enactment-31-05-2018.pdf>.

Further information on our use of your personal information is set out in **our** Privacy Notice at <https://www.tokiomarinekiln.com/privacy/>.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **you** should contact Strategic Alliances at:

Strategic Alliances  
Grubenstrasse. 35  
8045 Zürich  
Switzerland

Telephone: +41 44 444 20 60  
[info@saswiss.ch](mailto:info@saswiss.ch)

## 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 contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of Switzerland and subject to the exclusive jurisdiction of the courts of Switzerland.

Any term in this contract which conflicts with the Swiss Federal Law, as per the Insurance Contract of 2 April 1908, will be amended to conform to that law.

## Service of Suit

If a dispute arises under this Insurance, this Insurance will be subject to the laws of Switzerland and subject to the exclusive jurisdiction of the courts of Switzerland, unless otherwise agree. Any summons notice or process to be served upon **us** may be served upon:

Graham West  
Lloyd's General Representative for Switzerland  
Seefeldstrasse 7  
8008 Zurich  
Switzerland

Tel: +41 (0)44 266 60 70  
Fax: +41 (0)44 266 60 79  
E-mail: [graham.west@lloyds.com](mailto:graham.west@lloyds.com)

who has authority to accept service and act on **our** behalf.

## Rights of third parties

A person who is not a party to this insurance has no right under this contract 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.

## 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 in any way:

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 CLAUSE** (For attachment to L.E. Equine Insurance)

Words and terms appearing in bold (other than headings), are defined in the insurance to which this extension relates.

### **What is covered**

Subject to all of the terms and conditions of the Insurance to which this extension relates, and after the renewal of this Insurance with **us** and payment of the additional premium, it is understood and agreed that the 90 (ninety) day extension period referred to in the insurance relating to this extension shall 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 275 (two hundred and seventy-five) days after the expiration of the original 90 (ninety) days extension.

### **Additional Condition**

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

25% if the **horse** is a 14 year old,  
33% if the **horse** is a 15 year old,  
40% if the **horse** is a 16 year old, and  
50% if the **horse** is a 17 year old.

### **What is not covered**

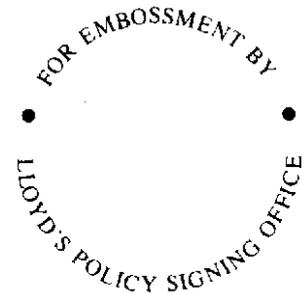
This extension clause shall not apply to the **horse** if, when the original 90 (ninety) days extension period ends, the **horse** is 18 (eighteen) years old or over.

In this insurance, **our** syndicate numbers and proportions are shown in the attached table. **We** bind ourselves severally and not jointly, that is, in the event of a claim, each of **us** (and **our** Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk.

**You** or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

**The General Manager** of LPSO is authorised to sign and issue this contract of insurance on behalf of each of **us**.

LLOYD'S POLICY SIGNING OFFICE  
*General Manager*



**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



One Lime Street London EC3M 7HA

**SCHEDULE**

<b>Insurance Number or Certificate Number:</b>	
<b>Unique Market Reference Number:</b>	
<b>Broker/Contact:</b>	
<b>The Insured:</b>	
<b>The address of the Insured:</b>  <b>The Geographical Limits:</b>	
<b>Period of Insurance:</b>	From: 12.01 a.m. local standard time <i>{Inception Date}</i> To: 12.01 a.m. local standard time <i>{Expiry Date}</i>
<b>The total sum insured:</b>	
<b>The Premium:</b>	
<b>Endorsements:</b>	
<b>Cancellation Administration Fee:</b>	
<b>Dated in:</b>	<b>the:</b>

**The horse(s) insured**

<b>Name (Sire/Dam)</b>	<b>Breed</b>	<b>Sex (state if castrated or spayed)</b>	<b>Year of Birth</b>	<b>Use</b>	<b>Sum Insured</b>