

## Please keep this booklet safe

This policy booklet, in conjunction with your Schedule of Insurance, contain full details of your policy, please keep them in a safe place so that you can refer to them if you need to make a claim

## In the event of a claim

**Visit:** www.agriapet.co.uk/pet-owners/how-to-make-a-claim/or see the "How to Claim" section on page 15.

# To discuss your policy UK: 03330 30 83 77

Outside UK: +44 (0) 1296 327646

## **Agria Vet Guide**

## Available to download from your usual app store.

For free access to expert advice, via video call with a vet.

## **Useful websites**

## British Equine Veterinary Association (BEVA) - www.beva.org.uk

For information about the association, equine guidance and how to locate a member vet.

## The British Horse Society (BHS) - www.bhs.org.uk

For information about the society, equine advice and how to become a member.

## Fédération Equestre Internationale (FEI) - www.fei.org

For information about the organisation, governance for equestrian sport and affiliated national equine federations.

## The Organisation of Horsebox & Trailer Owners (OHTO) - www.ohto.co.uk

For information about the organisation who provide 24 hour roadside assistance, vehicle recovery and horse transport and how to become a member. Or call 01488 657650 for details.

## RDA Riding for the Disabled Association (RDA) - www.rda.org.uk

For information about the organisation and how to find a group local to you.

## Royal College of Veterinary Surgeons (RCVS) - www.rcvs.org.uk

For information about the organisation, veterinary news and how to find a registered vet.

## The Veterinary Medicine Directorate (VMD) -

## www.gov.uk/government/organisations/veterinary-medicines-directorate

For information about the organisation and how to find an accredited retailer.

All documentation is also available in large print, Braille or audio file, please contact us if you require any of these.

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## KEY FEATURES, BENEFITS AND SIGNIFICANT EXCLUSIONS (See pages 4 - 20 for full details)

All policy sections have limits on the amount paid. Your Schedule of Insurance shows these amounts.

## Section 1 - Veterinary Fees

#### **Features**

Cover is provided for veterinary treatment your horse receives for an illness or injury, including:

- Tooth fracture involving the tooth root up to £450 per period of insurance.
- · Costs for euthanasia and disposal of your horse up to £500.
- · Complementary treatment up £1,000 per period of insurance.

#### Significant Exclusions

- The fixed excess and co-insurance amounts you pay towards the cost of treatment your horse receives in each period of insurance.
- Illnesses and injuries that first showed signs before your policy started.
- Illnesses and injuries that happen again and are the same as illnesses and injuries your horse had before your policy started.
   These include disorders that your horse can have in different eyes, ears, front and back legs and feet, knees, hips, shoulders and elbows. For example, cover for treatment of a ruptured suspensory ligament in the left leg is not available when your horse has had a ruptured suspensory ligament in the right leg before your policy started.
- Illnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.
- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- Costs to prevent an illness or injury, routine examinations, routine tests, routine treatment for your horse's general wellbeing, tests to investigate the general health of your horse, vaccinations, castration, pregnancy or giving birth.
- If your horse suffers an injury that happened while participating in, or is related in any way to participating in an activity that is not included in the activity group shown on your Schedule of Insurance.
- Vet's administration costs and other charges a vet makes for things that do not directly involve the vet's expertise in treating an illness or injury.

## Sections 2 and 3 are policy sections that you can choose to add to your policy.

## Section 2a - Death from Illness or Injury

#### Features

The sum insured or market value (whichever is less) of your horse if it dies or has to be euthanised by a vet as a result of an illness or injury.

## Significant Exclusions

- Illnesses and injuries that first showed signs before your policy started.
- Illnesses and injuries that happen again and are the same as illnesses and injuries your horse had before your policy started.
- Illnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.

- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- If your horse is euthanised and its condition did not meet the BEVA quidelines for the destruction of horses.
- If your horse dies or has to be euthanised due to an injury that happened while participating in, or is related in any way to participating in an activity that is not included in the activity group shown on your Schedule of Insurance.
- If your horse dies as a result of extremes of temperature from being left unattended in a horsebox or trailer.

## Section 2b - Theft or Straying

#### Features

The sum insured or market value (whichever is less) of your horse if it is lost or stolen and is not recovered within 45 days.

## Significant Exclusions

- If your horse is lost or stolen in the first 14 days after your policy started.
- · If you do not report the theft of your horse to the police.
- If you do not report your horse is missing to rescue centres, vets and other organisations.
- You cannot provide us with your horse's microchip number.

#### Section 3 - Loss of Use

#### **Features**

90% of the sum insured up to a maximum of £25,000 or 90% of the market value (whichever is less) of your horse if it develops an illness or suffers an injury that is so serious that it can permanently only perform the activities listed in activity group one. The illness or injury must be so severe that even the provision of veterinary treatment or continuing care would not restore your horse's ability.

## Significant Exclusions

- If your vet and our vet do not agree that your horse can permanently only perform the activities listed in activity group one.
- If the loss of use was caused by an Illness or injury that first showed signs before your policy started.
- If the loss of use was caused by an Illness or injury that happen again and is the same as an illness or injury your horse had before your policy started.
- İllnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.
- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- If your horse has never engaged in, or been trained to do the activity it now cannot participate in.
- If the loss of use is caused by an illness or injury that happened while engaged in, or is related in any way to engaging in, an activity which is not included in the activity group shown on your Schedule of Insurance.

#### **GENERAL SIGNIFICANT EXCLUSIONS**

- · Any horse under the age of 30 days at the start of your policy.
- · Any incident, illness, injury, death or other event occurring outside the UK.
- · War, terrorism, revolution and similar events, nuclear and radioactive contamination.
- The use of your horse for racing under British Horseracing Authority rules.
- · Illnesses that horses are usually vaccinated against if your horse has not been vaccinated.

## **GENERAL SIGNIFICANT CONDITIONS**

- The policy is an annual contract of insurance and you must pay the full annual premium.
- · If you miss a payment we may make an administration charge.
- · If your bank tells us they cannot make your payment we will try to collect it again.

Activity Group Table				
GROUP	ACTIVITIES			
Activity Group 1	Horse at pasture Retired			
Activity Group 2	Group 1 activities plus: Flatwork up to Prelim level Ground Work Hacking Pleasure rides up to 15 miles Western Riding			
Activity Group 3	Group 1 & 2 activities plus: Backing and starting Dressage - up to Novice (unaffiliated and affiliated) Endurance rides - 25 miles and below Foals (aged 30 days to 12 months) Mounted games Pole and grid work - 90cm and below Riding and Pony Clubs (all activities) Showing - unaffiliated Show Jumping - 90cm and below (unaffiliated and affiliated) TREC Vaulting			
Activity Group 4	Group 1, 2, & 3 activities plus: Barrel Racing Dressage - below Elementary Driving - non-competitive Eventing - 90cm and below (unaffiliated and affiliated) Horseback Archery Hunter Trials - 90cm and below Jump Cross Showing - affiliated Show Jumping - 110cm and below (unaffiliated and affiliated) Team Chasing - 90cm and below Tent Pegging Working Equitation			
Activity Group 5	Group 1, 2, 3 & 4 activities plus:  Competitive driving - excluding harness racing (inclusive of pacing and trotting)  Dressage - Elementary and above  Endurance Rides - 25 miles and above  Eventing - 100cm to intermediate (unaffiliated and affiliated)  Hunter Trials - 95cm and above  Hunting  Show Jumping - 115cm and above (unaffiliated and affiliated)			
Activity Group 6	Group 1, 2, 3, 4 & 5 activities plus: Eventing - Advanced Horseball Point to Point Polo Polocrosse Team Chasing - 90cm and above			

#### CONTRACT OF INSURANCE

This is an annual insurance contract and to obtain the full benefit of the contract you must pay the full annual premium either in one payment or monthly instalments. If we accept your application and premium and an illness, injury, loss, theft or damage happens in the period of insurance, we will provide the cover explained in the following pages and on your Schedule of Insurance. The cover provided, unless explained otherwise, is based on your financial loss which is the amount of money the illness, injury, loss, theft or damage has cost you. This policy booklet and your Schedule of Insurance make up your contract of insurance. You will need to read both to fully understand what is and what is not covered.

## **DEFINITIONS**

Any word or expression that has a specific meaning is shown in bold and has the same meaning throughout this **policy**.

## **Activity Group**

Means the activities that **your horse** is used and insured for. The activities are detailed in the Activity Group table (see page 3) and the activity group **you** have selected to insure **your horse** for is shown on **your Schedule of Insurance**.

## Additional Exclusion(s)

These are additional exclusion(s) to **your policy** and **we** will not pay any costs for any **illness** or **injury** that is stated in the exclusion letter, if one was issued to **you**, when **your policy** first started.

## **Approved Farrier**

A person who is registered with the Farriers Registration Council.

## **Bilateral Disorder**

Means any medical disorder that can affect parts of **your horse's** body that it has one of on each side of its body, including ears, eyes, knees, front and back legs and feet, suspensory ligaments, hips, shoulders and elbows.

## Clinical Sign(s)

Changes to **your horse's** normal healthy state, its physical appearance, its bodily functions or behaviour.

#### Co-Insurance

The percentage shown on **your Schedule of Insurance**. This is the percentage that **you** must pay towards the cost of

- · veterinary treatment,
- complementary treatment,

received during each period of insurance.

**We** calculate the percentage amount on the amount left after the **fixed excess** is deducted.

## **Complementary Treatment**

Means:

- Veterinary Physiotherapy (including Laser Therapy, Pulsed Magnetic Field Therapy, Shock Wave Therapy and Light Therapy) carried out by a vet or a member of a veterinary practice supervised by a vet.
- Veterinary Physiotherapy (including Laser Therapy, Pulsed Magnetic Field Therapy, Shock Wave Therapy and Light Therapy), osteopathy, chiropractic treatment recommended by a vet and provided by a level 5 or

above qualified animal physiotherapist, osteopath or chiropractor. The practitioner must be a member of a **UK** professional organisation relevant to their qualification.

- Acupuncture carried out by a vet.
- Hydrotherapy recommended by a vet and provided by a member of a veterinary practice supervised by a vet or a qualified equine hydrotherapist who is a member of the Institute of Equine Hydrotherapists (IEH).
- Herbal medicine
- · Any consultation fee to administer any of the above.
- Any costs for a general anaesthetic or sedation given to administer any of the above.

## **Cooling Off Period**

The 14 days after:

- the date your policy first started; or,
- the date you received your first policy booklet and Schedule of Insurance after your policy first started; or,
- the renewal date of your policy.

## **Fixed Excess**

The amount specified on your Schedule of Insurance. This is the fixed amount you pay towards veterinary treatment and complementary treatment, received during each period of insurance.

The fixed amount is applied once per period of insurance for the veterinary treatment your horse receives. When your horse receives veterinary treatment or complementary treatment that carries on into the next period of insurance and any more periods of insurance, the fixed amount applies to the treatment and therapy your horse receives in each period of insurance and you must pay two or more fixed excess, one for each period of insurance

#### **Illness**

Any change to **your horse's** normal healthy state; sickness, disease, **bilateral disorder**, defects and abnormalities, including defects and abnormalities **your horse** was born with or which were passed on by its parents.

## Illness in the First 14 Days

- An illness that first showed clinical signs in the first 14 days after your policy started; or,
- an illness that is the same as, or has the same diagnosis or clinical signs as an illness or clinical sign your horse had in the first 14 days after your policy started; or,
- an illness that is caused by, relates to, or results from, an illness or clinical sign your horse had in the first 14 days after your policy started;

even if the **illness** or **clinical sign(s)** appear or happen in, or on, different parts of **your horse's** body.

## Injury(ies)

Instant physical damage or trauma caused by an accident. Not any physical damage or trauma that happens over a length of time.

## Insurer

Agria Försäkring which is the **UK** branch of Försäkringsaktiebolaget Agria (publ).

## Loan

Where a person who is not the owner of the horse has an agreement to be responsible for the horse's stabling, upkeep, health and wellbeing.

#### Market Value

The price generally paid for a horse of the same age, breed, bloodline, sex and ability as **your horse** immediately before the **injury** happened or the **illness** first showed **clinical signs**.

#### **Maximum Benefit**

The amount shown in the Your Cover section of **your Schedule of Insurance** as the most **we** will pay under each **policy** section for each incident or **period of insurance**.

## **Period of Insurance**

The time your policy lasts, as specified on your Schedule of Insurance.

## **Policy**

**Your** policy booklet and **Schedule of Insurance** which make up **your** insurance contract.

## **Pre-existing Illness or Injury**

- An injury that happened, or an illness that first showed clinical signs before your policy started; or,
- an injury or illness that is the same as, or has the same diagnosis or clinical signs as an injury, illness or clinical sign your horse had before your policy started; or,
- an injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign your horse had before your policy started; no matter where the injury, illness or clinical sign(s) are noticed or happen in, or on, your horse's body.

#### **Prosthesis**

An artificial body part or implant, other than rods, screws and plates.

## Schedule of Insurance

The document showing **your** details and **your horse's** details, the cover **you** have chosen, the amount **you** pay towards a claim (the excess), the dates of **your policy** and anything extra not covered by **your policy**. This document is part of **your** insurance **policy**.

#### **Sum Insured**

The amount selected by **you** that **we** have accepted as the most **we** will pay, as shown on **your Schedule of Insurance**.

#### UK

Means England, Northern Ireland, Scotland, Wales, the Channel Islands and the Isle of Man.

## Veterinary Treatment

Means any examinations, consultations, advice, tests, diagnostic tests or scans, prescribed medication, bandages, surgery, hospitalisation, nursing and care carried out by a **vet** or a member of a veterinary practice supervised by a **vet**.

## Vet('s)/Vets

A person registered with the Royal College of Veterinary Surgeons.

#### We/Us/Our

Agria Pet Insurance Ltd acts as agents representing the **Insurer**.

#### You/Your

The policyholder named on your **Schedule of Insurance** and any secondary policyholder you choose to add to your policy.

## Your Horse('s)

The horse shown on your Schedule of Insurance.

#### LAW APPLICABLE TO THIS POLICY

Your policy is governed by English Law unless you and we have agreed otherwise.

## **RIGHTS OF THIRD PARTIES**

You and we are the only parties to this insurance. No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

#### **SECTION 1. VETERINARY FEES**

## We will pay

The cost of:

- Veterinary treatment your horse receives during the period of insurance for an illness or injury. Your horse must show clinical signs of an illness or injury at the time of your vet's visit. Cover for the conditions and or treatments listed below are subject to the restrictions and or criteria specified.
  - · Lameness, movement disorders and back pain.
    - Precautionary requirements:
    - Your horse must be given sufficient rest.
  - Dentistry
    - Root tip abscess:
      - Up to the **maximum benefit** for the examination and treatment of root abscess.
    - Tooth fracture:
      - Up to £450 per **period of insurance** for a tooth fracture involving the tooth root.

The damaged or affected tooth must not be affected by caries, chronic infection of the oral cavity or by feed packing.

- Farriery and remedial shoes
  - Up to the maximum benefit for farriery and remedial shoes if the treatment is for laminitis, a coffin bone fracture, a coffin bone fissure, hoof wall separation, abscess, perforation, hoof cracks/keratoma, or traumatic hoof injuries.
  - Farriery and remedial shoes must have been carried out at a horse clinic or if **your vet** referred the work to an **approved farrier** in the field. The referral must be included with the claim report.
  - Correction of crooked leg(s) in foals up to the maximum benefit.
- Magnetic Resonance Imaging (MRI) and Computerised Tomography (CT) scans
  - The scan must be approved by us before it is carried out.
- · Osteochondrosis and bone/cartilage fragments
  - The following condition must be met to be covered for **veterinary treatment**:
    - A vet must determine that the osteochondrosis and bone/cartilage fragments caused clinical signs of an illness or injury in your horse.
- Euthanasia and disposal of your horse up to £500 if your horse is euthanised due to an illness or injury covered by your policy. A vet must certify that your horse had to be euthanised.
- Medication that your vet orders, sells or prescribes in connection with examining or treating your horse.
- 4. **Complementary Treatment** up to £1,000 per **period of insurance** provided it started no later than 30 days after the last **veterinary treatment**, unless advised otherwise by a **vet**.
- 5. **Vet's** travel expenses up to £125 per visit for a **vet** to examine or treat **your horse**.

The amounts for euthanasia and disposal, medication, **complementary treatment** and **vet's** travel expenses are all included in the **maximum benefit** for this **policy** section.

## We will not pay

- The fixed excess and co-insurance percentage shown on your Schedule of Insurance. These do not apply to the
  costs of euthanasia or disposal.
- 2. Costs resulting from a pre-existing illness or injury.
- 3. Costs resulting from an illness in the first 14 days of your policy. This does not apply to:
  - Acute colic
  - Shipping fever/pleuropneumonia
  - Pneumonia
  - the first 14 days of the second or subsequent consecutive period of insurance.
- 4. Any costs resulting from any Additional Exclusion(s)
- 5. The cost of **veterinary treatment** received when the **policy** is not in force.
- 6. More than the maximum benefit for this policy section.
- 7. Any costs for **veterinary treatment** for an **illness** or **injury** that has been ongoing for more than 12 months from the first **clinical signs**, unless a diagnosis has been made.
- 8. Costs for and resulting from:
  - Preventive veterinary treatment.
  - Veterinary treatment you choose to have carried out that does not treat an illness or injury.
  - · Post mortem examinations.
  - Routine examinations, routine tests, routine treatment for **your horse's** general wellbeing and tests to investigate the general health of **your horse**.
  - Routine castration, other than the costs of **veterinary treatment** for complications arising from this procedure.
  - Vaccinations, other than the costs of **veterinary treatment** for adverse reactions arising from the vaccinations.
  - Removing retained testes unless **your horse** was less than 18 months old when it was first insured with **us** and cover has continued in an unbroken series of periods of insurance.
  - Routine blood tests and urine tests.
  - Heart screening, blood or urine tests before a general anaesthetic or sedation if your horse's age, medical history, or clinical signs immediately before this is carried out do not suggest it has an identifiable and significant risk from the general anaesthetic or sedation.

- Samples taken to analyse and determine antibodies or antibody titres.
- Sharps containers or bins.
- 9. Any costs if your horse suffers an injury that:
  - · happened while participating in, or
  - is related in any way to participating in
  - an activity that is not included in the activity group shown on your Schedule of Insurance.
- 10. The cost of any hydrotherapy session if it is performed to help **your horse** lose weight.
- 11. Any costs related to dental or gum illness other than that listed in We will pay Point 1.
- 12. Any costs for the removal of wolf teeth, other than the costs of **veterinary treatment** for complications arising from this procedure.
- 13. Any costs for farriery and remedial shoes other than that listed in We will pay Point 1.
- 14. Any costs for **complementary treatment** that are not recommended by a **vet** and are not carried out under the direction of a **vet**
- Any costs for or resulting from behavioural disorders, temperament issues, hypersexuality or stereotypical behaviours.
- 16. Any costs for:
  - Matrix Energy Field Therapy
  - · Reiki massage
  - Faith healing
  - · Homeopathic medicine.
- 17. Costs for or resulting from:
  - Transplants.
  - The cost of any **prosthesis**, including any **veterinary treatment** needed to fit the **prosthesis**.
  - Experimental veterinary treatment.
- 18. Any costs for or relating to the production of a 3D printed model which is used for the planning of your horse's surgery.
- 19. The cost of:
  - Your horse's stay, including any costs for examinations unless it is **veterinary treatment** which can only be given at a veterinary hospital.
  - Application of topical medication or injections to your horse, other than those that should only be administered by a
    vet or a member of a veterinary practice.
  - Transporting your horse to a veterinary practice between veterinary practices or to move your horse within a
    veterinary practice.
  - Moving, transporting, bathing, hospitalisation, boarding fees and travel expenses caused by or resulting from your horse's weight or your personal circumstances.
- 20. The cost of any additional veterinary treatment required because you are unable to administer medication due to your personal circumstances.
- 21. The cost of prescribed medication purchased from an online retailer unless the online retailer is listed in the Veterinary Medicine Directorate's accredited internet retailer scheme.
- 22. Any costs for treatment that is of a non-veterinary nature which **you** could carry out, except where a **vet** confirms that this must be performed by a **vet** or a member of a veterinary practice, for example controlled exercise and using horse-walkers.
- 23. Costs to euthanise or dispose of your horse if:
  - A vet can treat it and it is humane to keep it alive.
  - It is euthanised because it is aggressive unless an illness or injury covered by this policy section causes it to be aggressive.
  - Your horse's condition did not meet the current BEVA Guidelines for the Destruction of Horses.
- 24. The costs to:
  - Fill in and send a claim form.
  - Refer **your horse** to another veterinary practice.
  - Admit your horse to a veterinary practice.
  - and the cost of:
  - Postage, packaging, importing medication and using a courier.
  - Obtaining urgent laboratory and/or diagnostic tests when **your horse** is not immediately at risk from a life-threatening **illness**.
- 25. The cost of out of hours fees unless an illness or injury:
  - happens or shows the first clinical signs; or
  - significantly deteriorates,
  - after 6 pm and before 8 am, during a weekend or during a bank holiday.
- 26. Additional fees for fitting **your horse** into the working schedule of a veterinary practice between the hours of 8 am and 6 pm on a Monday to Friday, excluding Bank Holidays.

- 27. **Vet's** administration costs and other charges a **vet** makes for things that do not directly involve the **vet's** expertise in treating an **illness** or **injury**.
- 28. The cost of housing, including bedding needed for the veterinary treatment or wellbeing of your horse.
- 29. Any costs for hiring or purchasing equipment or machinery.
- 30. Any costs for stabling, livery, grazing, feeding or the general caring of **your horse**.
- 31. Any costs resulting from anything related to Breeding or Fertility risks.
- 32. Veterinary treatment or complementary treatment received outside the UK or the Republic of Ireland.

## Conditions applicable to Vet Fees

- 1. What you must do:
  - a. If you decide to seek a second opinion as you are dissatisfied with the veterinary treatment or diagnosis provided by your vet, we will not help with any costs in relation to the second opinion if the same diagnosis is made.
  - b. You are responsible to ensure that your vet is paid within their stated time frame.
    - We will deduct any additional charge(s) incurred for late payment from your claim settlement if they are added to the veterinary treatment costs.
    - If a discount is provided for prompt payment by the **vet** or therapist, **you** must pay them in the qualifying period. **We** will deduct the amount of the discount that would have been applied from **your** claim payment, if **you** do not pay the **vet** or therapist in this time.
- 2. What we may do:
  - We may require our vet to be involved in the treatment of your horse:
    - We may ask our vet to review your horse's medical history and if we do you must arrange for our vet to examine your horse.
    - We may require for your horse's veterinary treatment to be agreed by both our vet and your vet before it is performed.

We will tell you if the above is required, which will then apply, from that time, to any ongoing and future veterinary treatment, unless we advise you otherwise.

3. Purchases not made from a vet:

A vet must confirm:

- that the purchases are necessary to treat the illness or injury, and
- the quantities required to treat the illness or injury,

in order for you to claim for them.

#### **How to Claim**

- 1. Please make sure that you comply with the "Claims Conditions" and "How to Claim" conditions on page 15.
- 2. Follow the instructions on the "Make A Claim" section of our website.
- 3. If it is more convenient, **your vet** agrees and **we** agree, **we** can make payments directly to **your vet**. This can be indicated when a claim is made.
- 4. If you submit a claim you must tell us whether to pay you or your vet. If a claim is submitted by your vet, you accept that we will pay who your vet has indicated.
- 5. If your horse receives veterinary treatment or complementary treatment in the Republic of Ireland:
  - You must pay the veterinary surgeon at the time of treatment and obtain an itemised receipt with the name and address of the veterinary practice on it.
  - Send **us** an email or letter with **your** receipt explaining what was wrong with **your horse**, what treatment it had and the dates it received treatment.
  - Claim payments are made directly to **you** in pounds sterling at the current rate of exchange.
- 6. If **you** claim for medication bought on the internet, from a chemist or from a pharmacy **you** must provide a copy of the prescription from **your vet** and the purchase receipt.

## **SECTION 2. DEATH AND THEFT OR STRAYING**

Sections 2a and 2b only apply if **you** chose them and they are shown in the Your Cover section of **your Schedule of Insurance**.

## **SECTION 2A. DEATH FROM ILLNESS OR INJURY**

#### We will pay

The **sum insured** (or **market value**, whichever is less), up to the **maximum benefit** for this **policy** section if **your horse** dies or is euthanised by a **vet** during the **period of insurance** as a result of an **illness** that first shows **clinical signs** or **injury** that happens during the current or a previous consecutive **period of insurance**. The **illness** or **injury** must be so serious that it would be inhumane, even with the provision of **veterinary treatment** or continuing care, to keep **your horse** alive. If **your horse** is euthanised its condition must have met the current BEVA Guidelines for the Destruction of Horses.

## We will not pay

- Any costs if your horse is euthanised and its condition did not meet the British Equine Veterinary Association (BEVA)
  Guidelines for the Destruction of Horses.
- 2. If your horse dies from a pre-existing illness or injury.

- 3. If your horse dies as a result of an illness in the first 14 days of your policy. This does not apply to:
  - Acute colic
  - Shipping fever/pleuropneumonia
  - Pneumonia
  - the first 14 days of the second or subsequent consecutive **period of insurance**.
- 4. Any costs resulting from any Additional Exclusion(s)
- 5. Any costs if you do not tell us about your or your vet's decision to euthanise your horse prior to it being performed, unless your horse was suffering to such an extent that your vet believed that immediate euthanasia was necessary and that there was no time for you to tell us.
- 6. If your horse dies from or as a result of pregnancy and giving birth.
- 7. Any costs for the death of an unborn foal, embryo or foetus.
- 8. If a vet can treat your horse and it is humane to keep it alive.
- 9. If **your horse** is euthanised because it is aggressive unless an **illness** or **injury** covered by this insurance caused the aggression.
- If your horse is euthanised due to a behavioural disorder, temperament issue, hypersexuality or stereotypical behaviours.
- 11. Any costs if **your horse** dies or has to be euthanised as a result of medication that was not administered by a **vet** or under the direction/supervision of a **vet**.
- 12. Any costs if **your horse** dies or has to be euthanised as a result of an **illness** or **injury** that:
  - · happened while participating in, or
  - is related in any way to participating in,
  - an activity that is not included in the activity group shown on your Schedule of Insurance.
- 13. Any amount unless your vet certifies that your horse is dead.
- 14. Any amount if you have your horse on loan.
- 15. If your horse dies as a result of extremes of temperature from being left unattended in a horse box or trailer.

## Conditions applicable to Death from Illness or Injury

1. Post-Mortem examination

You must allow a post-mortem to be performed on your horse if it died or was euthanised if the underlying cause of illness or injury was unable to be determined. You will not require to have a post-mortem performed on your horse if we grant an exception. You must contact our vet or the claims handler for an assessment. The costs for performing the post-mortem and for transport to the post-mortem are reimbursed when the post-mortem examination has been requested by us.

2. Identification:

If **your horse** does not need to undergo a post-mortem, **you** must have a **vet** certify in writing that they have seen and identified the dead horse. The certificate must contain a description of the claim incident, details of the horse's name, breed and colour, as well its chip, registration or ID number.

- 3. Sum insured:
  - a. You can increase the sum insured of your horse at any time. We may require a new Vetting Certificate and evidence to support the value of your horse. Your premium may increase and restrictions to cover may apply.
  - b.The **sum insured** is reduced by 20% per **period of insurance** to a minimum of £500, from the first renewal of the **policy** after **your horse** reaches 16 years of age.
- 4. Condition of your horse:
  - a. Your horse's condition must have met the BEVA Guidelines for the Destruction of Horses to claim for euthanasia under this policy. We recommend that you contact your vet to establish whether your horse's condition meets the required criteria to submit a claim under this policy. The exception to this is if your horse needs to be euthanised immediately.
  - b. If there is a disagreement between **your vet** and **our vet** as to whether **your horse's** condition meets/met the BEVA Guidelines for the Destruction of Horses, **we** will appoint an independent **vet**, agreed by **you**, to arbitrate and **you** and **we** agree to accept the independent **vet**'s decision. **We** will pay the costs for this.
- 5. What you must do:
  - a. If a decision is made to euthanise your horse, you must contact us before it is carried out, as we and/or our vet may need to discuss the decision with your vet prior to us confirming that you can make a claim. The only exception to this is if your vet believes that your horse needs to be euthanised immediately due to its level of pain.
- 6. What we may do:
  - a. **We** may refer **your horse's** medical history to a **vet** of **our** choosing and **you** must arrange for **your horse** to be examined by the chosen **vet**, if **we** request it. **We** will pay the costs for this.
  - b. We will not pay any claim until we receive your horse's passport or purchase receipt, which shows you as the owner.
  - c.If we have already paid you a claim settlement under Section 3. Loss of Use, we will deduct this amount from your claim
  - d. If we pay a claim under this section, we will cancel your policy effective from the day after your horse's death.

#### **How to Claim**

- 1. Please make sure that you comply with the "Claims Conditions" and "How to Claim" conditions specified on page 15.
- Follow the instructions on the "Make A Claim" section of our website, or send us an email or letter explaining what you are claiming for, confirmation from your vet of your horse's death, along with the required documents: Required Documents
  - Your horse's purchase receipt.
  - Evidence to support the current value of your horse.

Additional documents that may be requested to assess your claim:

- A copy of your horse's Passport, including the identification and vaccination pages.
- A record of where the money to pay for your horse came from.

#### **SECTION 2B. THEFT OR STRAYING**

#### We will pay

If your horse is stolen or goes missing during the period of insurance we will pay the sum insured or market value (whichever is less) of your horse up to the amount declared on your Schedule of Insurance.

#### We will not pay

Any amount if:

- 1. Your horse has been missing for less than 45 days.
- 2. You do not notify the police if your horse is stolen as soon as you are aware that your horse is missing.
- 3. You do not notify us within seven days of you being aware that your horse is missing.
- 4. You do not provide evidence to support that you have made reasonable attempts to make the equine community aware that your horse is missing.
- 5. You do not report your horse is stolen or has gone missing to your vet and other local vets.
- Your horse is stolen or goes missing in the first 14 days after your policy started (this does not apply to the first 14 days of the second or subsequent consecutive period of insurance).
- 7. Your horse is taken by someone to obtain a ransom payment from you.
- 8. The person looking after **your horse** parted with it freely.
- 9. An employee's dishonesty caused the loss or theft of your horse.
- 10. Your horse is left in an unsupervised vehicle.
- 11. Any amount if you have your horse on loan.
- 12. You cannot provide at least two of the following:
  - If your horse is stolen, evidence that you have reported the theft to the police.
  - Evidence to support that you have made reasonable attempts to make the equine community aware that your horse
    is missing.
  - Evidence that you reported your horse missing to your vet and other local vets.
  - A copy of your horse's passport, including the identification and vaccination pages.
  - Evidence to support the current value of your horse.
- 13. You cannot provide us with your horse's microchip number.

## Conditions applicable to Theft and Straying

#### 1. Sum insured:

- a. You can increase the sum insured of your horse at any time. We may require a new Vetting Certificate and evidence to support the value of your horse. Your premium may increase and restrictions to cover may apply.
- b.The **sum insured** is reduced by 20% per **period of insurance** to a minimum of £500, from the first renewal of the **policy** after **your horse** reaches 16 years of age.
- 2. What you must do:
  - If your horse is found or recovered you must repay the amount we have paid you for your horse.
- 3. What we will do:
  - a. If we have already paid you a claim settlement under Section 3. Loss of Use, we will deduct this amount from your claim.
  - b.If we pay a claim under this section, we will cancel your policy effective from the day your horse went missing.

#### **How to Claim**

- 1. Please make sure that you comply with the "Claims Conditions" and "How to Claim" conditions specified on page 15.
- After 45 days follow the instructions on the "Make A Claim" section of our website, or send us an email or letter
  explaining what you are claiming for and the date your horse went missing or was stolen, along with the required
  documents:

## Required Documents

- If your horse is stolen, evidence that you have reported the theft to the police.
- Evidence to support that **you** have made reasonable attempts to make the equine community aware that **your horse** is missing.

- Evidence that you reported your horse missing to your vet and other local vets.
- A copy of **your horse's** passport, including the identification and vaccination pages.
- Evidence to support the current value of your horse.

Additional documents that may be requested to assess your claim:

- · Your horse's purchase receipt.
- A record of where the money to pay for **your horse** came from.
- Your horse's clinical history.
- · Your horse's vaccination records.
- A photograph of you and your horse.

## **SECTION 3. LOSS OF USE**

Section 3 only applies if **you** have also chosen Section 2. Death and Theft or Straying and they are shown in the Your Cover section of **your Schedule of Insurance**.

## We will pay

Up to 90% of the **sum insured** to a maximum of £25,000 (or 90% of the **market value**, whichever is less) if **your horse** develops an **illness** or suffers an **injury** that is so serious that it can permanently only perform the activities listed in **activity group** one. The **illness** or **injury** must be so severe that even the provision of **veterinary treatment** or continuing care would not restore **your horse's** ability.

You must then arrange for your horse to have the loss of use freeze mark after we have advised you about the compensation. You must also make a written undertaking that you will not use your horse in training or competition, or allow anyone else do so. You must inform any new owner about the agreement made with us, if the owner of your horse changes.

## We will not pay

- 1. More than 90% of the sum insured.
- 2. Any amount if your vet and our vet do not agree that your horse can permanently only perform the activities listed in activity group one.
- 3. If the loss of use is caused by a **pre-existing illness or injury**.
- 4. If the loss of use results from an illness in the first 14 days of your policy. This does not apply to:
  - · Acute colic
  - Shipping fever/pleuropneumonia
  - Pneumonia
  - the first 14 days of the second or subsequent consecutive **period of insurance**.
- 5. Any costs resulting from any Additional Exclusion(s).
- 6. Any amount if your horse has never engaged in, or been trained to do, the activity it now cannot participate in.
- 7. Any amount if the loss of use is caused by an **illness** or **injury** that:
  - happened while engaged in, or
  - is related in any way to engaging in,
  - an activity which is not included in the activity group shown on your Schedule of Insurance.
- 8. Any amount if **your horse** is not allowed to take part in any competition because of any blemish or scar or any regulations about horses that have had a Hobday operation or any other operation for a respiratory system disorder.
- 9. Any amount unless the illness or injury prevents your horse from physically taking part in an activity.
- 10. Any costs for the lack or loss of breeding suitability.
- 11. Any costs for the unsuitability for use on breeding hygiene grounds.
- 12. Any amount if you have your horse on loan.
- 13. If we have paid a claim under this policy section, we will not pay any further costs for loss of use and cover under this section will cease from the date of the claim payment.

## Conditions applicable to Loss of Use

#### Sum Insured

**You** can increase the **sum insured** of **your horse** at any time. **We** may require a new Vetting Certificate and evidence to support the value of **your horse**. **Your** premium may increase and restrictions to cover may apply.

2. What you must do:

Upon the agreed settlement of **your** claim, **you** must arrange for **your horse** to have the loss of use freeze mark placed on it. **We** will make the payment to the freeze mark company directly, but the cost of this will be deducted from **your** claim settlement. **We** will not make any claim payment until **we** have received confirmation that the freeze mark has been performed. **We** will not require the placement of a freeze mark if **you** decide to euthanise **your horse**, but **we** will require confirmation from a **vet** that **your horse** has been euthanised before **we** issue the claim payment.

- 3. What we will do
  - a At the first renewal after **your horse** turns 17 years of age, Section 3. Loss of Use will be removed from **your policy** and all cover under this section will cease.
  - b. We will not pay any claim until we receive your horse's passport or purchase receipt, which shows you as the owner.

- c. We reserve the right to refer your claim to our Equine Veterinary Advisor, if we feel this is necessary during the assessment of your claim.
- 4. Veterinary evidence:
  - a. If your vet believes that your horse can permanently only perform the activities listed in activity group one, you must send us a report from your vet which provides details of your horse's illness or injury and their reasons for their belief.
  - b.Both **our vet** and **your vet** must agree that **your horse** can permanently only perform the activities listed in **activity group** one. If they disagree **we** will appoint an independent **vet**, agreed by **you**, to review **your** case and/or examine **your horse** and **you** and **we** agree to accept the independent **vet**'s opinion. **We** will pay the costs for this.
- 5. Ownership of **your horse** in the event of a paid claim:

If we pay a claim under this **policy** section it does not mean that ownership of **your horse** is transferred to **us. You** will still remain the owner of **your horse**.

## **How to Claim**

- 1. Please make sure that you comply with the "Claims Conditions" and "How to Claim" conditions specified on page 15.
- Follow the instructions on the "Make A Claim" section of our website, or send us an email or letter explaining what you are claiming for, along with the required documents:

Required documents

- Full history from all treating vets.
- All diagnostic imaging and report(s), including but not limited to Magnetic Resonance Imaging (MRI) scans, Radiographs, Computerised Tomography (CT) scans and Scintigraphy.
- A veterinary report from the treating vet describing your horse's clinical signs, diagnoses, veterinary treatment, prognosis and reasons why they believe your horse can permanently only perform the activities listed in activity group one.
- A copy of **your horse's** Passport, including the identification and vaccination pages.
- Evidence to support the current value of your horse.

Additional documents that may be requested to assess your claim:

- Your horse's purchase receipt.
- A record of where the money to pay for your horse came from.

#### **GENERAL EXCLUSIONS**

We will not provide cover under any **policy** section for, connected to or resulting from:

- 1. Your horse being less than 30 days old when you take out the policy.
- 2. Anything that happens outside the Territorial Limits.
- 3. A criminal court case.
- 4. Any fines, penalties or compensation that a court requires **you** to pay.
- 5. You behaving or acting in an unlawful manner.
- 6. War, invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection or military or usurped power.
- 7. Any act of force or violence, including;
  - biological, chemical and/or nuclear force or contamination, or;
  - the threat of biological, chemical and/or nuclear force or contamination,

by anyone;

- acting alone, or:
- acting for any organisation(s) or government(s), or;
- connected with any organisation(s) or government(s).

carried out

- for political, religious, ideological or similar reasons, or;
- to influence any government(s), or:
- to put any section of the public in fear.
- 8. Ionising radiations or contamination by radioactivity from:
  - any nuclear fuel.
  - any nuclear waste.
  - the combustion of nuclear fuel.
- 9. The radioactive, toxic, explosive or other hazardous properties of any nuclear installation or part of any nuclear installation.
- 10. **Your horse** if it is euthanised following an order by a Government, local authority or any person who has the legal authority to make the order.
- A deliberate act by you, a member of your family, someone who works for you, someone who lives with you, or the person who was looking after your horse.
- 12. A claim covered by any other insurance, other than **our** proportional share.
- 13. You not complying with the UK animal health and animal import legislation.
- 14. Any costs for or resulting from a disease, including Rabies that the Department for Environment, Food and Rural

Affairs (DEFRA) require notification of.

- 15. If **your horse** was purchased from a vendor operating outside of the animal licensing requirements.
- 16. When you are no longer the owner of your horse.
- 17. The use of **your horse** for racing under British Horseracing Authority rules.
- 18. Pressure waves of any aircraft or spacecraft travelling at sonic or supersonic speed.
- 19. Cyber risks, including;
  - the use or misuse of the internet or similar facility;
  - any electronic transmission of data or other information;
  - any computer virus or similar problem.

## **GENERAL CONDITIONS**

If you do not comply with conditions 1 to 3 your policy will stop immediately or we may treat it as not being valid from when it started. If your policy stops we will write to you at the address shown on your latest Schedule of Insurance and tell you when it stopped.

- You are aged 18 or over, are the owner of your horse or have your horse on loan and both you and your horse live in the UK. If you move from the address on your Schedule of Insurance, are no longer the owner of your horse, have your horse on loan or have loaned it out, or your horse does not live in the UK all the time, you must tell us. You accept that if you move address your premium may change from the date of the move.
- 2. When **you** arrange, change or renew this **policy you** must answer any questions **we** ask, honestly and to the best of **your** knowledge. If **your policy** is in joint names both policyholders accept either person can answer questions and both accept responsibility for the accuracy and honesty of the answers.
- 3. You must keep your premium payments up to date.

Conditions 4 to 12 explain how you must pay your premium, what happens if you or we cancel your policy and what happens if you do not keep your payments up to date.

- 4. This is an annual contract of insurance which means that **you** must pay the full premium amount for the full **period of insurance** in one payment or in monthly instalments, however, cancellation rights apply.
- 5. If after receiving your Schedule of Insurance and policy booklet, you decide that you would not like to proceed with the insurance, you can cancel your policy in the cooling off period. In this case, please contact us by telephone or in writing within this period and provided you have not made a claim, we will cancel your policy and refund you any premium paid for the period of insurance.
- 6. If you wish to cancel outside of the cooling off period and you pay by monthly instalments, we will not charge you any further payments. If you pay annually, we may provide you with a pro rata refund, based on any complete months of the remaining period of insurance. If a claim has been settled in respect of this period of insurance, we will not provide you with a refund and you must pay the remaining premium for the period of insurance. Or, we will deduct the rest of the instalments for the period of insurance and any outstanding instalments from any claim payment.
- 7. It is your responsibility to make sure you have sufficient funds in your bank/card issuer account and your bank/card issuer pays your full premium or instalments on time. It is not our responsibility to tell you that you have not made a payment.
- 8. If your bank/card issuer tells us that they cannot make your payment we will contact them again to request it and we will charge you for this extra administration. If your bank/card issuer makes a charge for processing our payment requests it is your responsibility to pay the amount.
- 9. If **you** do not make **your** payment on time, **you** must contact **us** within seven days of the date **you** should have paid the monthly instalment or the full premium to arrange payment. If payment has not been received within 28 days from the date **you** should have made the payment, **we** will cancel **your policy** from the due date.
- 10. If **you** pay by monthly instalments and during the **period of insurance you** do not pay three monthly instalments on time **we** may agree to continue **your** insurance. If **we** agree **you** must pay in one total payment:
  - an administration charge; and,
  - · any outstanding instalments; and
  - the instalments for the rest of the period of insurance.

This payment must reach **us** within 28 days of the date **you** should have paid the third missed instalment.

- 11. If we fail to request your payment, you must pay the missed payment(s) when asked.
- 12. If **you** wish to cancel **your policy you** can do this by emailing **us** at info@agriapet.co.uk, telephoning **us** on 03330 30 83 77 or writing to **us** at:

Agria Pet Insurance Ltd

PO Box 506

Manchester

M28 8FN

You must comply with conditions 13 to 25 to have the full protection of your policy. If you do not comply, we may cancel the policy, refuse to deal with your claim or reduce the amount of any claim payment.

- 13. Your horse must have had a course of primary vaccinations and you must keep it vaccinated within manufacturer's guidelines against equine influenza and tetanus. If you do not keep your horse vaccinated we will not help you with any costs that result from an illness you must vaccinate it against.
- 14. A vet must supervise all vaccinations. Homeopathic nosodes are not acceptable as vaccines.

- 15. You must follow the worming programme that your vet recommends for your horse, keeping a record of the dates your horse was worm egg counted and/or wormed, along with the wormer used. We will not help with any costs that result if you do not follow the worming programme.
- 16. If **your horse** shows **clinical signs** of an **illness** or **injury**, **you** must arrange for it to be treated by a **vet** as soon as possible and follow any advice given. If **you** do not follow **your vet's** advice **we** will not help **you** with any costs for that **illness** or **injury**.
- 17. You must take all reasonable precautions to maintain your horse's health, prevent the loss or theft of your horse, injury or illness to your horse, including following any instructions from a vet to reduce your horse's weight.
- 18. **You** must take all reasonable precautions to prevent death or **injury** to another animal or person and damage to, or destruction of someone else's property.
- 19. If a Vetting Certificate, Health Check or Clinical History is required we must receive this within 14 days of when your policy first started. The Vetting Certificate, or Health Check must be no older than 30 days from the start of your policy.
- 20. You must ensure that the activity group you insure your horse for includes all the activities that you use your horse for. The activity group your horse is covered for is shown on your Schedule of Insurance and the activities it includes are listed in the Activity Group table on page 3. We will not help you with any costs for an illness or injury if:
  - · You use your horse for an activity which is not covered by your policy, or
  - Is in any way related to your horse carrying out an activity that is not covered by your policy.
- 21. You must ensure that your horse is only ridden by people who are experienced riders and who are able to ride it. They must only use your horse for the activities included in the activity group you have chosen, which is shown on your Schedule of Insurance.
- 22. You must choose the activity group which includes all the activities that you use your horse for. If your horse is used for:
  - · an activity that is not covered by your policy, or
  - is related in any way to an activity not covered by **your policy**,
  - then, we will not help you with any costs that result for an illness or injury.
- 23. Your horse must be insured for its current market value at all times. You must regularly review the market value of your horse to ensure that the sum insured you have chosen is adequate.
- 24. You agree that your current or previous **vet** can give **us** information and records about **your horse** and if the **vet** charges **you** for this information **you** will have to pay.
- 25. You agree that we can contact the breeder or previous owner of your horse and that they can release information or records about your horse.

Conditions 26 to 36 explain the things that you can choose and we can do that can affect your insurance.

- 26. **We** may agree to issue this **policy** to two people as joint policyholders. If **we** do agree **we** will accept instructions to make any changes, payments, claims, cancellation or anything else to do with this **policy** from either person and both policyholders accept that the other person is also acting on their behalf.
- 27. The amounts of your fixed excess and co-insurance cannot be reduced and they can only be increased at the renewal of your policy.
- 28. You can only choose to have policy Section 2. Death and Theft or Straying, or policy Sections 2. Death and Theft or Straying and 3. Loss of Use at the start of your insurance and can only remove them at the renewal of your policy.
- 29. If you are the owner of **your horse** and **your policy** has been transferred to **you** following the end of a **loan** agreement, **you** can choose to add **policy** Section 2. Death and Theft or Straying or **policy** Sections 2. Death and Theft or Straying and Section 3. Loss of Use to **your policy** within seven days of the transfer. Additional documentation will be required depending on the **sum insured** and age of **your horse**.
- 30. You can only change to a lower activity group at the renewal of your policy.
- 31. You can change to a higher activity group at any time.
- 32. You can increase the market value of your horse at any time, but can only reduce it at the renewal of your policy.
- 33. The **policy** is a series of yearly contracts of insurance with no quarantee that **we** will offer a new contract each year.
- 34. If we offer to renew your policy we may change your; premium, policy terms, conditions, fixed excess and co-insurance and the monetary amount of cover under any section.
- 35. If we hold valid payment details for you and we offer to renew your policy it will automatically renew. You accept that we will use the payment details you have previously given us to continue to take payment(s) from your bank account or credit/debit card. If you do not want your policy to automatically renew you must tell us.
- 36. **We** do not tolerate any abusive, aggressive or inappropriate behaviour towards **our** staff and if **you** act in such a way **we** may cancel **your policy**.

#### **TERRITORIAL LIMITS**

This **policy** provides cover in the **UK**. The **policy** also automatically extends to provide cover for **veterinary treatment** and **complementary treatment** that **your horse** receives in the Republic of Ireland.

## **CLAIMS CONDITIONS**

You must comply with the following conditions to have the full protection of your policy. If you do not comply, we may cancel the policy, refuse to deal with your claim or reduce the amount of any claim payment.

- You must submit your claim by the end of the period of insurance or within six months from the first date of treatment, whichever is the later. If you do not submit your claim to us within this time frame we will not deal with your claim.
- 2. If you make a claim under this policy and another insurance also provides cover you must tell us the name and address of the other insurance company, the reference number and notify them about your claim. If you do not notify the other insurance company we will not help you with your claim.
- 3. You must give us all information that we reasonably ask for in connection with a claim, be available for interviews and cooperate with us or any one acting for us.
- 4. If **you** have any legal rights against any other person resulting from the circumstances that led to **your** claim, **we** may take legal action against them in **your** name at **our** expense. **You** must help **us** by providing any documents, written statements, names and addresses of people involved. **You** agree to go to court if necessary.
- 5. You agree that any vet can provide any information about your horse that is relevant to any claim. If the vet makes a charge for this you agree to accept the cost.
- If there is a disagreement between your vet and our vet, we will appoint an independent vet, agreed by you, to arbitrate and you and we agree to accept the independent vet's decision.
- 7. When a **vet** or complementary therapist who has, or is about to treat **your horse** contacts **us** about **your policy** and **we** agree to give them information. **We** will tell them:
  - If you have a current policy.
  - The start and renewal date of your policy.
  - What your policy covers.
  - Your fixed excess and co-insurance amounts.
  - Information about how any outstanding premium payments could affect a claim payment.
- 8. **We** may use external claims investigators to help **us** deal with **your** claim which may delay the time it takes to process **your** claim.
- 9. We will not pay your claim if:
  - Your claim form is not correct and complete.
  - We do not have all the information needed to support your claim.
  - We are not sure your claim is valid.
  - · Any legal action or other action is outstanding.
- 10. If **your policy** is in joint names **we** will accept a claim from either person and, if **we** agree, may make claim payments and premium refunds in line with either person's instructions.
- 11. If we make a payment that is later found to have been made in error, you must repay this to us when asked.
- 12. Unless we receive:
  - a full breakdown of the costs of **veterinary treatment your horse** is about to have; and,
  - vour horse's full medical history.

we cannot tell you on the telephone or by email if your policy covers a claim under the Veterinary Fees policy section either:

- before your horse receives veterinary treatment; or,
- after your horse receives veterinary treatment and before you make a claim.

If we provide some information about a possible claim or what your policy covers, you accept that this does not mean we will pay your claim.

13. If we pay a claim for veterinary treatment or complementary treatment that your horse receives in the Republic of Ireland, then any claim payment will only be made to a British bank account.

#### **HOW TO CLAIM**

For claims regarding all sections.

- You or your vet must always use a claim form to submit your claim unless the policy section says you can send an
  email or letter. You can submit a claim online or download a claim form at our website at www.agriapet.co.uk, you can
  email us at apiclaims@agriapet.co.uk or call us on 03330 30 83 81 to ask for a claim form.
- 2. **We** will need **your policy** number if **you** email or call **us**. Please note that calls may be monitored or recorded to assist with training and for quality control purposes.
- You must follow the conditions applicable to and the "How to Claim" procedure shown in the section of cover that you are claiming under.
- If you are unable to submit your claim online or by email, please send your completed claim form and supporting documents to:

Agria Pet Insurance Ltd

PO Box 506

Manchester

M28 8EN

#### **FRAUD**

**We** will investigate any activity that **we** suspect may be fraudulent. Fraud increases the premiums of all policyholders. **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Provide information when you take out this policy or renew it knowing the information is false or fraudulently exaggerated in any way; or,
- Have fraudulently arranged a free insurance that this **policy** continues from; or,
- · Make a claim knowing it is false, dishonest or fraudulently exaggerated in any way; or,
- · Make a statement or submit a document in support of a claim knowing it is false or incorrect in any way; or,
- Make a claim for anything you have done deliberately or deliberately allowed to happen; or,
- Make a claim that involves **your** dishonesty; or,
- Gives us reasonable grounds to suspect you have acted fraudulently or dishonestly.

#### Then we will:

- Not pay your claim or any other claims.
- Cancel any policy you have with us, either from the start or after giving you seven days' notice.
- Take legal action against you to recover the amount of any claims already paid.
- Tell the police, Insurance Fraud Enforcement Department (IFED) and any other appropriate authorities.
- Tell other insurance companies and the Insurance Fraud Investigators Group (IFIG).
- · Refuse to offer further policies to you.

## CUSTOMER SERVICE AND COMPLAINTS

If you have a question or would like more information about your policy or claim you can contact us:

- By email at info@agriapet.co.uk
- By telephone:

Agria Pet Insurance Customer Service UK: Telephone 03330 30 83 77
Agria Pet Insurance Claims UK: Telephone 03330 30 83 81
Outside UK: Telephone +44 (0) 1296 327646
Outside UK: Telephone +44 (0) 1296 327650

In most cases the Customer Service and Claims teams can answer **your** questions or resolve any issues within 24 hours. **We** and the **Insurer** are committed to provide **you** with an exceptional level of service and customer care. However, things can go wrong and there may be times when **you** feel **you** have not received the service **you** expect. When this happens **we** and the **Insurer** want to hear about it to try to put things right.

#### **HOW TO COMPLAIN**

We take complaints seriously and want to hear from you if you are not completely happy with the service you have been provided with so we can try to address your concerns. If you wish to make a complaint, please contact us by telephone, in the first instance, so we can try and resolve your issue.

Detailed below are all the methods that you can use to contact us:

Telephone:

Agria Pet Insurance Customer Service

UK: Telephone 03330 30 83 77 UK: Telephone 03330 30 83 81 Outside UK: Telephone +44 (0) 1296 327646 Outside UK: Telephone +44 (0) 1296 327650

Agria Pet Insurance Claims Email: info@agriapet.co.uk Post: Complaints

Agria Pet Insurance Ltd PO Box 506

Manchester M28 8EN

If your complaint cannot be resolved within three business days we will:

- Acknowledge **your** complaint promptly by email or post
- Investigate your complaint thoroughly and as quickly as possible
- Keep **you** informed of the progress of **your** complaint within four weeks of receiving it, if it has not already been resolved
- Provide you with a final response letter confirming our investigation and conclusion in no later than eight weeks of receiving your complaint.

If you remain dissatisfied you have the right to refer your complaint to the Financial Ombudsman Service, free of charge - but you must do so within six months of the date of our final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. They can be contacted at:

Financial Ombudsman Service Exchange Tower London

E14 9SR

Telephone 0300 123 9 123 or 0800 0234 567

Email to complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The Channel Islands Financial Ombudsman (CIFO) is available to policyholders that reside in The Channel Islands. Referral to the Financial Ombudsman does not affect **your** right to take legal action against Agria Försäkring.

#### REGULATORY INFORMATION

Agria Försäkring is the **UK** branch of Försäkringsaktiebolaget Agria (publ) who are registered in Sweden with Company Registration Number 516401-8003. Registered office: Box 703 06, 107 23 Stockholm, Sweden. Försäkringsaktiebolaget Agria (publ) is authorised and regulated by Finaninspektione in the jurisdiction of Sweden. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (Firm Reference Number 623469). Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request.

Agria Pet Insurance Ltd is authorised and regulated by the Financial Conduct Authority, Financial Services Register number 496160. Agria Pet Insurance Ltd is registered and incorporated in England and Wales with registered number 04258783. Registered office: First Floor, Blue Leanie, Walton Street, Aylesbury, Buckinghamshire, HP217QW. Agria insurance policies are underwritten by Agria Försâkring.

Agria Pet Insurance Ltd and Försäkringsaktiebolaget Agria (publ) are regulated by the Jersey Financial Services Commission (JFSC).

## WHO ADMINISTERS THIS INSURANCE

Agria Pet Insurance Ltd arrange and administer this Pet Insurance **policy**. 100% of the shares of Agria Pet Insurance Ltd are owned by Försäkringsaktiebolaget Agria (publ). Agria Pet Insurance Ltd does not provide advice or personal recommendation to tell **you** if this **policy** is suitable for **your** specific needs.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Försäkringsaktiebolaget Agria (publ) is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event **you** may be entitled to compensation from the scheme: **You** can get more information from the Financial Services Commission Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

## REMUNERATION DISCLOSURE

**We** receive commission from the **insurer** which is a percentage of the total annual premium. **Our** sales team, partners and introducers may also receive monetary incentives for services that they provide.

## **AGRIA PET INSURANCE PRIVACY NOTICE**

#### This privacy notice was last updated on 8 September 2023

**Your** privacy is very important to **us** and **we** want **you** to feel confident in that, so have made this notice as transparent as possible.

This privacy notice explains how and what type of personal data will be collected and processed and under what lawful basis. It applies to all of **our** customers and affiliates **we** may work with. Please read this with care as by using **our** services **you** agree to this privacy notice.

## Who are we?

- Agria Pet Insurance Ltd who is the insurance intermediary and a limited company registered in England with the company registration number 04258783 and registered address 1st Floor, The Blue Leanie, Walton Street, Aylesbury, England, HP217QW.
- Agria Försäkring is the insurance underwriter and is the UK branch of Försäkringsaktiebolaget Agria (publ).

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Other Agria trading names  $\mathbf{we}$  use are:

• The Kennel Club Pet Insurance

**We** process **your** personal data in line with the UK General Data Protection Regulation (UK GDPR), The Data Protection Act 2018 and any other relevant data protection legislation.

## What personal data do we collect?

The personal data we collect and process includes:

- Identity: title, name, date of birth, your horse's name.
- Contact: email address, postal address and telephone numbers (current and previous).
- Financial: bank details.
- Transaction: details about payments to and from you and other details of policies (including any claims), products and services you have with us.
- Profile: usernames or passwords for any online accounts you have set up with us.
- Usage: information about how you use our website, policies, products and services.
- Technical: data from you visiting our websites such as:
  - IP addresses
  - Browser type and version
  - Domain
  - Device type

## **Aggregated Data**

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

## Special Category Data

We will only hold special category data if this is information **you** have volunteered to **us** and provided consent for which will help **us** service **your** insurance contract with **us** more efficiently.

## If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with an insurance quote and/or policy). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

We use different methods to collect data from and about you including through:

- Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by
  corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - · create an account on **our** website:
  - subscribe to our service or publications;
  - enter a survey;
  - · engage with our social media posts;
  - · request marketing to be sent to you; or
  - · give us feedback or contact us.
- Automated technologies or interactions. As you interact with our website, we will automatically collect Technical
  Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other
  similar technologies. Please see our cookie policy at www.agriapet.co.uk/cookie-policy/ for further details.
- Third parties or publicly available sources. We will receive personal data about you from various third parties and public sources as set out below:
  - Technical Data:
    - (a) Analytics providers such as Google Analytics; and
    - (b) HotJar tracking software.
  - Identity and Contact Data:
    - (a) affiliate you used who introduced you to us such as your breeder, vet, rehoming centre, micro-chipper or service dog provider.

## How we process your personal data

Below are the reasons for collecting and processing this data and the legal basis in line with the relevant data protection laws:

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register <b>you</b> as a new customer	(a) Identity (b) Contact	Performance of a contract with <b>you</b>
To provide the insurance services under the contract to you, including: Servicing and managing your policy; Assessing, processing and paying claims for your policy; Contacting you in relation to your policy with non-marketing communications e.g. confirmation of policy set up. policy documentation, complaint communications, mid-term adjustment information, payment reminders and any communication in response to a query you have sent us	(a) Identity (b) Contact (c) Financial (d) Transaction	Performance of a contract with <b>you</b>

Contacting you to make suggestions and recommendations to you about goods or services that may be of interest to you, including:  • purchasing pet or equine insurance policies;  • obtaining free insurance policies;  • joining the Agria Breeder Club for the litters that you have or may breed in the future; and  • offering discounts and other promotional offers that may become available as part of the service we provide to you.	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for <b>our</b> legitimate interests (to develop <b>our</b> products/ services and grow <b>our</b> business)
Targeting online advertising to you on other websites because we believe it is relevant to you. For example, we might ask Google or Facebook to either:  • show you adverts based on your characteristics or interests, e.g. to only show our advert to people interested in dogs, cats, rabbits or horses; or  • show you adverts based on your visit to our website, e.g. where you have read an article about specialist pet or equine insurance, we might show you an advert for one of our specialist pet or equine insurance products.	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for <b>our</b> legitimate interests (to develop <b>our</b> products/ services and grow <b>our</b> business)
To enable <b>you</b> to partake in a customer experience review	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	Necessary for <b>our</b> legitimate interests (to study how customers use <b>our</b> products/services, to develop them and grow <b>our</b> business)
To deliver relevant website content and advertisements to <b>you</b> and measure or understand the effectiveness of advertising <b>we</b> serve to you	(a) Identity (b) Contact (d) Usage (e) Marketing and Communications (f) Technical	Necessary for <b>our</b> legitimate interests (to study how customers use <b>our</b> services, to develop them, to grow <b>our</b> business and to inform <b>our</b> marketing strategy)
Improving, enhancing and developing <b>our</b> insurance services and business operations	(b) Usage (c) Technical	Necessary for <b>our</b> legitimate interests (advance <b>our</b> services)
To administer and protect <b>our</b> organisation (e.g. reporting requirements)	(a) Identity (b) Contact (c) Financial	Necessary to comply with a legal obligation (necessary in order to fulfil our legal and/or regulatory obligations for the prevention of financial crime, to comply with financial sanctions legislation or The Companies Act 2006 and The Limitations Act 1980 for retaining personal, financial and contract data and The Finance Act 2021 for retaining financial data).
Website analytics, to see how many users visited <b>our</b> website in a certain timeframe, which pages were most popular, and which website visitors came from	(a) Technical	Necessary for <b>our</b> legitimate interests (to study how visitors use <b>our</b> website and view <b>our</b> services)

## Marketing

**We** strive to provide **you** with choices regarding certain personal data uses, particularly around marketing and advertising:

## Promotional offers from us

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing). You will receive marketing communications from us if you have requested information from us or used any of our services and you have not opted out of receiving that marketing.

## Third-Party Marketing

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

## Opting out

You can ask us or third parties to stop sending you marketing messages at any time by checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to you. Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, product/service experience or other transactions.

## Automated decision-making & Profiling

We may sometimes use an automated decision-making tool to assess claims where they have met a specific criterion. We utilise the information resulting from this to complete the assessment and make payment. You can ask for human intervention at any time by contacting info@agriapet.co.uk. We may sometimes use your data for profiling solely for ensuring we are contacting you with regard to the most relevant products or services to meet your needs. We may also use speech analytics on recorded telephone calls to help us identify vulnerable customers and complaints, deliver training and ensure quality control however, this data is reviewed manually.

#### International transfers of data

**We** may share **your data** outside the **UK**, however **we** do not transfer any data outside of the European Economic Area (EEA). Any personal data shared outside of the **UK** is done so in line with the relevant data protection laws.

## Who we might share your information with

## • General Third Parties:

- Our approved suppliers and contractors in order to be able to service our insurance policies effectively.
- Our insurers, legal advisors or other third parties who need access to it in the context of managing, investigation
  or defending claims or complaints.
- Our partner or affiliate where you were originally introduced to us in relation to your insurance policy e.g. your vet, breeder, rehoming centre, microchipping organisation or service dogs provider.
- Your vet and/or therapist, to allow them to update your records that your horse is insured with us and/or, if they
  are going to treat your horse, to contacts us about your policy.

## • Specific Third Parties:

- Catalyst Marketing Consultants for the purpose of customer market research.
- Meta Platforms Inc, Google and LinkedIn for the purpose of providing advertisements relating to Agria products and services.

#### • Other:

 Regulatory or government bodies including police forces, local authorities or council, fraud prevention agencies, The Financial Conduct Authority, The Prudential Regulation Authority, the Swedish Financial Supervisory Authority (Finansinspektionen), The Financial Ombudsman Service, The Jersey Financial Service Commission (JFSC), Channel Islands Financial Ombudsman (CIFO), Jersey Office of the Information Commissioner (JOIC) and His Majesty's Revenue & Customs (HMRC) when it is necessary to do so to ensure compliance with relevant legislation.

**We** require all third parties to respect the security of **your** personal data and to treat it in accordance with the law. **We** do not allow **our** third-party service providers to use **your** personal data for their own purposes and only permit them to process **your** personal data for specified purposes and in accordance with **our** instructions.

## What are your rights relating to your personal data?

All individuals have rights under data protection legislation which are listed below. Agria have measures and processes in place in order to deal with any requests made when exercising these rights.

## Your right to access the personal data we hold on you

You can request all personal data we hold on you. You have the right to contact us to request this using one of the contact methods stated below. We will review this and provide you with the information we have at the earliest opportunity, however, if the request is complex, we will contact you within 30 days to explain this and we may charge a fee for this if the request is excessive and/or manifestly unfounded.

## • The right to rectification if your personal data is inaccurate or incomplete

**We** strive to ensure that **we** have the most accurate and up to date data, however, please advise **us** as soon as possible, if any of the information **we** hold on **you** is inaccurate and **we** will rectify it.

#### The right to erasure

**You** can request that **your** personal data is removed or deleted where **you** believe that there is no legal basis or compelling reason for this to be processed any longer.

## • The right to restrict the processing of your data

You have the right to request that the processing of your data is restricted in circumstances such as when you contest the accuracy of the data or when the processing is unlawful.

- The right to obtain and reuse your personal data for your own purposes across different services or organisations if this is technically viable.
- The right to object to the processing of your personal data if you do not want it processed for the purposes of direct marketing or if the data is not being processed with the legal basis of legitimate interests.

· The right to withdraw your consent

If you have provided us with your explicit consent to process your data, you can withdraw this at any time.

• The right to lodge a complaint about the processing of your personal data with a Supervisory Authority. The relevant Supervisory Authority is The Information Commissioners Office (ICO) and The Office of the Information Commissioner (JOIC), please visit their website which advises you of the best method to contact them, www.ico.org.uk or www.jerseyoic.org. We would, however, appreciate the chance to deal with your concerns before you approach the ICO or JOIC, so please contact us in the first instance.

#### Contactus

We have a Data Protection Officer who has a high level responsibility for monitoring compliance with all relevant data protection regulations and is the lead contact for liaison with The Information Commissioners Office (ICO) and The Office of the Information Commissioner (JOIC). To exercise any of your rights mentioned above or with any specific queries on the personal data we hold on you, please contact us by post or email using the below details:

The Data Protection Officer
Agria Pet Insurance Ltd
PO Box 506
Manchester
M28 8EN

Email: info@agriapet.co.uk

## How long do we keep your information for?

We will keep your personal data and telephone conversations for a period of 6 years after you cancel your policy or after the last claim is closed, whichever is the latter. We are required to retain your data for the amount of time as required by law or in order to defend potential legal claims. For all personal data that we retain, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.



This insurance is administered by Agria Pet Insurance Ltd



This insurance is underwritten by Agria Försäkring