



PART OF THE  
BROWN & BROWN TEAM



## POLICY SCHEDULE COMBINED LIABILITY (CARE, CUSTODY & CONTROL)

- Shearwater Insurance Services
- Mrs Julie Flight

### POLICY SCHEDULE

Quotations are valid for a period of 30 days

The details of the insurance in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured and excesses but others will apply and be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suite your requirements. You should pay particular attention to any terms Conditions limits and Exclusion including Endorsements which may require You to take action.

Identity of Insurers: Accelerant Insurance Europe SA

Commented [CL1]: Does this change?

### Making a Claim

In the event of making a claim, or any circumstances that may give rise to a claim, you must immediately notify the following:

Email: [Hyperlink <mailto:boltonccs@questgates.co.uk>]

Phone: 01204 869 808

Out of Hours: 0121 411 0535

Who will handle the claim on behalf of the underwriters

The Schedule shows Your cover details and any applied Endorsements and should be read in conjunction with:

*Policy Wording*

*Statement of Facts*

Policy Document: Combined Liability (Care Custody & Control) Version 1

**Broker:** Shearwater Insurance Services

**Insured:** Ms Julie Flight

**Correspondence Address:** The Gallops, Sedgwick Park  
Horsham  
West Sussex  
RH13 6QQ

**Policy Number:** CCC/126767349

**Period of Insurance:** From: 12<sup>th</sup> January 2024  
To: 11<sup>th</sup> January 2025

**Business:** Horse Transporter

**Liability Section** Subsection Insured  
**Employers Liability:** Not Operative  
**Public Liability:** Operative  
**Products Liability:** Not Operative

Employers' Liability Premium	£	00.00
Insurance Premium Tax at %	£	00.00
Public Liability Premium	£	550.00
Insurance Premium Tax at %	£	66.00
Brokers Administration Fee	£	40.00
<b>TOTAL</b>	<b>£</b>	<b>656.00</b>

Authorised on Behalf of Insurers by:  
Fraser Cruickshanks



Dated: 10<sup>th</sup> January 2024  
Issued By: Shearwater Insurance Services Limited, Shearwater House, 11 Regent Gate, high Street,  
Waltham Cross, Hertfordshire, EN8 7AF

Shearwater Insurance act as an Agent of Avid Insurance Limited in performing its duties as a Coverholder. In the event of any enquiry, please contact Shearwater Insurance on 01992 718 666.

LIABILITY SECTION	
Subsection	Limit of Indemnity
Employers' Liability	Not Operative
Public Liability	£1,000,000
Products Liability	Not Operative
Where "Not Operative" is inserted above the Subsection is inoperative and We will not be under any liability therefore	

Employers' Liability – Employee Numbers	
Total Number of Employees	0

Public Liability – Estimated Turnover	
Turnover	£

Applicable Excess		
Public Liability	£500	Third Party Property Damage Excess

CARE, CUSTODY & CONTROL SECTION	
Cover Basis	Limit if Indemnity
Maximum Limit Any One Animal	£10,000
Maximum Limit Any One Carriage	£50,000
In the Aggregate Annually	£125,000

Applicable Excess		
Care, Custody & Control	£500	Third Party Property Damage Excess

## LIABILITY SECTION ENDORSEMENTS

### Policy Endorsements:

#### SHE002 – CANCELLATIONS BASIS

This policy is on a Minimum & Deposit premium. There is no right of cancellation on this policy and it is non-refundable.

#### SHE003 – CARE, CUSTODY OR CONTROL

Notwithstanding anything contained in Exclusion 12.6 of section B to the contrary Section B of this insurance extends to indemnify the insured in the respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to hordes or ponies in the care, custody or control of the Insured or any Employee of the Insured. The Liability of the Underwriters under the extension for all damages payable by the insured in respect of all claims made against the Insured during the Period of Insurance set forth in the Schedule shall not exceed £125,000.

The following limits & excess are applicable:

Maximum value any one animal:	£10,000
Maximum value any one carriage:	£50,000
Maximum in the aggregate annually:	£125,000
Excess:	£500

Provided that the Underwriters shall not be liable for:-

- a) Intentional slaughter except where the Underwriters have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that the Underwriters have the right to a post mortem examination carried out by a Veterinary Surgeon.
- b) Injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of the Insured or any employee of the Insured.
- c) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity for any one horse/pony.
- d) Injury to any mare occurring whilst said mare is:-
  - (i) Being covered by a stallion
  - (ii) In the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place.
  - (iii) At stud and injury is directly attributable to the mare being in foal
- e) injury, illness or disease directly or indirectly arising out of the administration of any medicant or treatment by the Insured or any Employee of the Insured unless under the direction of a qualified Veterinary Surgeon.
- f) injury, illness or disease to any horse or pony owned by the Assured or any member of the Insured's family or any Employee of the Insured or any member of the Employee's family.

#### SHE004 – Foam Extinguishers

It is a condition precedent to liability that two foam extinguishers are carried within the vehicle at all times:

- a. one being adequately secured within the cab of the vehicle
- b. the second being adequately secured within the horse box area of the vehicle

#### SHE005 – Operators Licence

It is a condition precedent to the liability of the underwriters that the insured holds a valid operator's licence for Horse Transportation. The licence must be displayed in the windscreen.

Any vehicle over 3.5 tons gross plated weight used to transport horses for payment must have this licence

**L4 – Administration of Drugs Exclusion**

Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability under Public Liability or Products Liability Sections directly or indirectly resulting from or in consequence of the provision and/or administration of pharmaceuticals or drugs of any nature.

**L5 – Abuse Exclusion**

The indemnity provided by the Public Liability section will not apply to legal liability arising from Abuse.

Abuse shall mean

- acts of hurting or injuring mentally or physically by maltreatment or ill use or
- acts of forcing sexual activity rape or molestation or
- repeated or continuing contemptuous course or insulting words or behaviours

**L25 – Libel and Slander Exclusion**

Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability under the Public Liability or Products Liability Sections directly or indirectly resulting from or in consequence of:

- Libel, slander or defamation
- Slander of title of goods or other injurious falsehood
- Wrongful misrepresentation

**L34 – Professional Services Exclusion**

Underwriters shall have no liability under this policy to provide any indemnity or benefit for any legal liability out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not.

**Please not that this policy only covers horse transportation within the UK only**