



Circle Equine

Insure your Horse online

Specific Conditions by cover
General Conditions

www.circlesgroup.com



Specific Conditions by cover ¹
General Conditions ²

- ¹ The Particular Conditions take precedence over the Specific Conditions and over the General Conditions.
- ² The Specific Conditions take precedence over the General Conditions.

You asked for Perfection...

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1 / PRINCIPLES AND CONDITIONS OF INSURABILITY

Our prices are only valid if the conditions and/or principles listed in this section are met. If one of the conditions and/or principles is not met, Circles Group has the right to refuse all compensation, unless otherwise stipulated in the particular conditions, although the premium shall remain payable.

1.1 TERRITORIALITY

Worldwide coverage, with the exclusion of countries at war and the following countries: Afghanistan, Albania, Algeria, Angola, Azerbaijan, Bangladesh, Benin, Bolivia, Burundi, Cameroon, Congo, Ivory Coast, Djibouti, El Salvador, Eritrea, Ethiopia, Gabon, Ghana, Guam, Guinea Bissau, Haiti, Honduras, Iraq, Iran, Israel, Jordan, Kazakhstan, Kyrgyzstan, Kuwait, Lesotho, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Myanmar, Nauru, Nepal, Nicaragua, Niger, Nigeria, Uganda, Pakistan, Palestine, Papua New Guinea, Paraguay, Central African Republic, North Korea, Democratic Republic of Congo, Rwanda, Sierra Leone, Somalia, Sudan, Sri Lanka, Swaziland, Syria, Tajikistan, Chad, Togo, Tonga, Turkmenistan, Ukraine, Uruguay, Venezuela, Yemen, Zimbabwe.

1.2 CONTRACTUAL HISTORY

The insured and/or the policyholder declare that he/she has never been refused insurance for the horse presented.

The insured and/or the policyholder declare that he/she has never had insurance cancelled for the horse presented by another insurer.

The insured and/or the policyholder declare that he/she has never had insurance forfeited due to false declaration or non-payment of premiums.

The insured and/or the policyholder authorise Circles Group to make inquiries at any time with the previous insurer(s) concerning the medical history of the insured horse.

1.3 MEDICAL HISTORY AND SPECIFIC FEATURES OF THE HORSE OR FOAL

1.3.1 AGE

■ Horses

Only horses identified as being over the age of 18 months and up to the age of 18 years can be insured.

A horse may be accepted for insurance for the first time no later than during the year of its 13th birthday.

A horse that is accepted for insurance may remain insured up to and including the year of its 18th birthday, with a “depreciation” rule eventually being taken into account.

The cover ceases as of right on the expiry date following the 18th birthday of the insured horse, unless agreed otherwise with Circles Group. An extension of the cover shall always be subject to an inspection and a price adaptation in accordance with the increase in risk and shall only be granted for a maximum period of one year and at the very most up to the 21st birthday of the insured horse.

■ Foals

Only foals aged over 8 full days and below 18 months can be insured.

Once the insured foal reaches the age of 18 months:

- a) The foal insurance can be replaced by horse insurance, at your own free will;
- b) The insured is required to inform Circles Group of the main insured activity;
- c) Upon renewal, the insurance premium will be adapted on the basis of this main insured activity.

1.3.2 IDENTIFICATION

All horses must be identifiable in the following way:

- a) Implantation of a microchip;
- b) Certificate of identification and transfer document;
- c) A passport that complies with European regulations and which must contain a graphical description;
- d) 3 photographs: left, right and “frontal” view.

1.3.3 VACCINES

The insured horse must be fully vaccinated, including boosters, against tetanus and flu, rhinopneumonitis (EHV-1 & EHV-4), also West Nile Virus and rabies in the infected zones.

The vaccination card must be completed and dated by the treating veterinarian.

Horses must be dewormed at least twice per year.

1.4 VALUE OF THE INSURED HORSE

The value of the insured horse must be justified by the owner by official documents which may be requested at any time by Circles Group both during initial subscription and during any renewal, claim or at any time during the insured period. These official documents include:

- a) The Invoice;
- b) The studbook;
- c) Any competition results;
- d) Any other documents that may demonstrate the value of the insured horse.

In the event of an accident, illness or loss of use occurring during the insured period, Circles Group has the right to realign, where appropriate, together with the policy holder, the insured value upon subsequent renewal of the coverage.

Conversely, should certain factors have a positive impact on the insured value of the horse (e.g. competition results etc.), Circles Group may, where appropriate, together with the policy holder, review the insured value upon subsequent renewal of the coverage.

1.5 CONDITIONS RELATING TO COVER

1.5.1 DEATH FOLLOWING AN ACCIDENT – FOLLOWING AN ILLNESS

■ **For each insured horse, you must certify that :**

- a) the insured horse has not, during the last 12 months:
 - suffered from lameness ;
 - undergone veterinary treatment following an accident ;
- b) The insured horse has never had
 - A bone fracture.

■ **For each horse insured for a sum above €10,000, you must additionally provide us with a :**

- a) Certificate to be completed by a veterinarian approved by our company, according to the template available for download on our website under the heading “Veterinary certificate”.
- b) Radiography and radiography report on the forelimbs and hindlimbs, based on the protocol sent and completed by a veterinary clinic approved by our company. Radiography submitted by the horse seller will in any case never been accepted by the insurer.

1.5.2 VETERINARY EXPENSES

- **For each insured horse, you must certify that**
 - a) The insured horse has not, during the last 12 months:
 - Suffered from an illness, infections, colic, cardiac problems, a cough, respiratory or digestive problems, lameness or has not undergone fring or blistering ;
 - Undergone veterinary treatment following an illness or an accident ;
 - b) The insured horse has never had
 - A bone fracture ;
 - Surgery ;
 - c) The insured horse
 - Has no known deformity: genital, respiratory, cardiac or other ;
 - Has a normal temperament.
- **For each horse insured for a sum above € 10.000, you must additionally provide us with a:**
 - a) Certificate to be completed by a veterinary clinic approved by our company, according to the template available for download on our website under the heading “Veterinary certificate”;
 - b) Radiography and radiography report on the forelimbs and hindlimbs, based on the protocol sent and completed by a veterinary clinic approved by our company.
 - c) Radiography submitted by the horse seller will in any case never been accepted by the insurer.

1.5.3 LOSS OF USE FOLLOWING AN ACCIDENT OR ILLNESS

- **For each insured horse, you must certify that**
 - a) The insured horse has not, during the last 12 months:
 - Suffered from an illness, infections, colic, cardiac problems, a cough, respiratory or digestive problems, lameness or has not undergone fring or blistering ;
 - Undergone veterinary treatment following an illness or an accident ;
 - b) The insured horse has never had
 - A bone fracture ;
 - Surgery ;
 - c) The insured horse
 - Has no known deformity: genital, respiratory, cardiac or other ;
 - Has no known deformity of the locomotive system ;
 - Has a normal temperament.
- **For each horse insured for a sum above €10,000, you must additionally provide us with a :**
 - a) Certificate to be completed by a veterinary clinic approved by our company, according to the template available for download on our website under the heading “Veterinary certificate”;
 - b) Radiography and radiography report on the forelimbs and hindlimbs, based on the protocol sent and completed by a veterinary clinic approved by our company.
 - c) Radiography submitted by the horse seller will in any case never been accepted by the insurer.

- **Age and history**

It is important to mention that to be covered for “loss of use”, the horse must be younger than 10 years and have a “blank medical record”.

1.5.4 THEFT – DISAPPEARANCE

When taking out a policy to cover “theft”, the horse must be identifiable by microchip. It must also be listed with an official organisation.

1.5.5 STUD INFERTILITY

Only horses insured as stud horses can be insured.

Only horses that are fertile can be insured.

A certificate attesting to sperm quality will be requested.

The horse must be used as a stud horse under hygienic conditions.

- 1.5.6 DEATH OF THE FOETUS** The foetus is only insurable if the mare is insured and you are in possession of a gestation certificate.
The mare carrying the foetus to be insured has never had complications in this respect.
You are in possession of a gestation certification upon taking out the policy as of the fifth month of gestation as well as the covering or insemination invoice.
You are in possession of a covering or insemination certificate.
-
- 1.6 OTHER INSURANCE CONDITIONS**
- 1.6.1 MAXIMUM INSURABLE AMOUNT ONLINE** a) Value per horse: maximum €600,000;
b) Total value of all horses insured by policy: maximum €1,800,000.
- 1.6.2 VETERINARY CERTIFICATE AND RADIOGRAPHY** Only veterinary certificates as established by Circles Group are valid.
Only the radiographic protocol as established by Circles Group is valid.
When a veterinary certificate and/or radiographs are required, these documents must be dated no more than 30 days prior to the date of taking out the insurance policy.
Moreover, events involving an accident or illness that take place between the date of the last veterinary certificate and the commencement date of this policy are not covered.
Circles Group reserves the right to request a blood analysis of the horse to be insured, both upon initial subscription and upon each renewal, in the event of a claim or at any other time during the insured period.
- 1.6.3 POLICYHOLDER** The policyholder must be of European or Turkish nationality.
-
- 1.7 CASES IN WHICH CIRCLES GROUP MAY REFUSE TO ISSUE INSURANCE COVER** a) In the case of an accumulation of risks for one event in one area;
b) For any policyholder with a financial debt relating to a previous policy with a broker in the Circles Group Network.

2/ SPECIFIC CONDITIONS DEFINITION OF COVER

IMPORTANT PRECISION

The present document completes the Particular Conditions and forms with them the insurance policy. It defines the proper characteristics of each cover, “what is covered” and “what is not covered (unless expressly requested)”; as well as the general conditions and exclusions applicable to each coverage section (except EXEMPTION to the particular and/or specific conditions).

2.1 PREAMBLE TO ALL COVER

These specific conditions are valid, subject to compliance with the acceptance conditions set out in section 1 entitled “Principles and conditions of insurability”.

If one of the conditions is not met, Circles Group has the right to refuse all compensation, unless otherwise stipulated in the particular conditions.

It is the insured’s responsibility to provide proof of the horse’s state of health and value (Veterinary certificate, radiography, photos, videos, participation in competitions, invoices, studbook etc.).

The words and/or expressions in italic are explained in the glossary.

2.2 INSURED ACTIVITIES

The main activity stated in the particular conditions specifies the main use that the policyholder exercises with the insured horse. However, the cover described in the particular conditions are also valid for any other insured activity, as presented in the table below :

If the main activity is (√):	The insured activities are (♦) :																								
	At rest	Riding - Trekking	Foaling	Horse breeding	Trick riding	Leisure harness driving	Show without acrobatics	Dressage	Working - Hauling	Covering	Circus	Jumping (max 0.9m)	Endurance	Jumpcross	Jumping (> 0.9m)	Hunting with hounds - Drags	Western	Polo - Horse-Ball	Show with acrobatics	Flat-racing - Trotting	Harness racing	Eventing	Hurdle racing	Steeplechase racing	
At rest	√		♦								♦														
Riding - Trekking	♦	√	♦								♦														
Foaling	♦	♦	√								♦														
Horse breeding	♦			√							♦														
Trick riding	♦	♦			√						♦														
Leisure harness driving	♦	♦	♦			√					♦														
Show without acrobatics	♦	♦	♦		♦	♦	√				♦														
Dressage	♦	♦	♦		♦	♦		√			♦														
Working - Hauling	♦	♦	♦			♦	♦	♦	√	♦															
Covering	♦	♦	♦							√															
Circus	♦	♦	♦		♦	♦	♦	♦			♦	√													
Jumping (max 0.9m)	♦	♦	♦		♦	♦	♦	♦			♦		√												
Endurance	♦	♦	♦			♦	♦	♦			♦			√											
Jumpcross	♦	♦	♦			♦	♦	♦			♦	♦	♦	√											
Jumping (> 0.9m)	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦	♦	√										
Hunting with hounds - Drags	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦	♦		√									
Western	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦	♦			√								
Polo - Horse-Ball	♦	♦	♦					♦			♦							√							
Show with acrobatics	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦						√						
Flat-racing - Trotting	♦	♦	♦			♦	♦	♦			♦		♦							√					
Harness racing	♦	♦	♦			♦	♦	♦			♦		♦								√				
Eventing	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦	♦	♦							√			
Hurdle racing	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦										√		
Steeplechase racing	♦	♦	♦		♦	♦	♦	♦			♦	♦	♦										♦	√	

2.3 DEATH FOLLOWING AN ACCIDENT, EUTHANASIA, THEFT (BRONZE - SILVER - GOLD - DIAMOND)

2.3.1 DEFINITION OF THE COVERAGE

■ What is covered

Death following any accident, including during transport.

■ The following are also covered :

- The costs relating to rendering and/or veterinary fees for any surgical operation aimed at saving the animal from certain death following an accident. In such cases, the reimbursement of costs is limited to a maximum of €3,000 ;
- Death following any treatments prescribed by a veterinarian approved by our company, following an accident. In such cases, death will be covered if it takes place within 12 months following the date of the accident ;
- Death and veterinary fees following euthanasia carried out by a veterinarian following any accident at a public event, the purpose of which is to prevent the extreme or incurable suffering of the horse ;
- Death and veterinary fees following euthanasia carried out by a veterinarian approved by our company following any accident, the purpose of which is to prevent the

- extreme or incurable suffering of the horse ;
- e) Death following slaughtering of the horse when the horse was on board an aircraft and its behaviour was putting the safety of the aircraft at risk. The slaughtering must be ordered by the joint, attested signature of the pilot and all stewards and the health authorities present on the aircraft ;
 - f) Death following theft, escape, disappearance and or illegal removal ;
 - g) Death following a fire, drowning, a natural disaster or lightening.
- However, is not covered, what is excluded and defined in Section 2.3.2.

2.3.2 EXCLUSIONS

- **What is not covered**
 - a) **Death following an illness (may be covered under: “Death following an illness and/or accident...”);**
 - b) **Death following surgery not subsequent to an accident;**
 - c) **Death following any treatment not subsequent to an accident;**
 - d) **Death following foaling.**

2.4 DEATH FOLLOWING AN ILLNESS AND/OR ACCIDENT (SILVER - GOLD -DIAMOND)

2.4.1 DEFINITION OF THE COVERAGE

- **What is covered**
 - a) Everything insured under heading 2.3.1;
 - b) The costs relating to rendering and/or veterinary expenses for any surgical operation aimed at saving the animal from certain death following an illness. In such cases, the reimbursement of costs is limited to a cumulative maximum of €3,000.
 - c) Any illness and, but not limited to, colic, leptospirosis etc.
 - d) Gestation, abortion and foaling
 - e) Therapeutic castration carried out by a veterinarian approved by our company
 - f) Any operation required to treat a fatal disease
 - g) The administration of drugs prescribed by a veterinarian approved by our company to treat a fatal disease.

2.4.2 EXCLUSIONS

- **What is not covered**
 - a) **Any administration or absorption of unregistered products prescribed by a veterinarian for preventive or curative purposes.**
 - b) **Any administration or absorption of products that have not been prescribed by a veterinarian.**
 - c) **Any administration or absorption of products aimed at improving the horse’s performance.**

2.4.3 SPECIFIC INFORMATION ON COLIC

The consequences of a colic are only covered if the policyholder hospitalizes the horse within 12 hours of unsuccessful treatment, following the initial diagnosis.

The consequences of a colic are covered 10 days following acceptance of the insurance application by Circles Group.

2.5 LOSS OF USE (GOLD - DIAMOND)

2.5.1 DEFINITION OF THE COVERAGE

Loss of use and/or total and definitive loss of the horse, as described and insured in the particular conditions, following an accident and/or an illness, except what is excluded under the heading entitled “Exclusions”.

2.5.2 EXCLUSIONS

- **What is not covered**
Permanent and total disability following :
 - a) **Surgery not subsequent to an illness or an accident;**
 - b) **Any treatment not subsequent to an illness or an accident;**
 - c) **Covering;**
 - d) **Any administration or absorption of unregistered products prescribed by a veterinarian for preventive or curative purposes;**
 - e) **Any administration or absorption of products that have not been prescribed by a veterinarian;**
 - f) **Any administration or absorption of products aimed at improving the horse's performance.**

2.6 VETERINARY CARE AND EXPENSES (DIAMOND)

2.6.1 DEFINITION OF THE COVERAGE

- **What is covered**
All veterinary care and expenses for any reason, except for what is excluded under the heading entitled "What is not covered".
Expenses also means fees, treatments, blood analyses, drugs, radiography and hospitalisation costs.
Only 50% of the medical imaging costs (radiography, scintigraphy RMI, endoscopy, etc...) will be indemnified.

2.6.2 EXCLUSIONS

- **What is not covered**
 - a) **The expenses and consequences of medical care for reasons of "convenience" (e.g. castration);**
 - b) **The expenses and consequences of covering;**
 - c) **The expenses and consequences of foaling and gestation;**
 - d) **The expenses and consequences of infertility;**
 - e) **The expenses and consequences relating to a deformity;**
 - f) **The expenses and consequences of vaccinations and boosters;**
 - g) **Dental expenses, except following an accident;**
 - h) **Expenses and consequences that could have been avoided if the insured horse had received the vaccines and boosters such as tetanus and flu;**
 - i) **Administrative costs associated with slaughtering;**
 - j) **And more generally, all expenses for medical care not prescribed by a veterinarian and which are not the consequences of an insured illness or accident;**
 - k) **Transport costs;**
 - l) **Travel costs of the veterinarian;**
 - m) **Revalidation costs;**
 - n) **Administration costs;**
 - o) **Food supplements, vitamins and trace elements.**

2.6.3 LIMIT

In all cases, the payment by Circles Group per claim shall never exceed 6 months of care and/or treatment, dating from the written declaration by the policyholder to the veterinarian approved by our company or its local broker.

In any case, no indemnisation will be done for any cost or veterinarian cost declared more than 8 days after the deadline of six months.

In case of claim for any kind of "lameness" with accidental origin ; only a veterinarian report stating the type of injuries, including a precise description of these and characteristics may give rise to compensation.

- 2.6.4 **SPECIFIC INFORMATION ON COLIC**
- The consequences of a colic are only covered if the policyholder hospitalizes the horse within 12 hours of unsuccessful treatment, following the initial diagnosis.
- The consequences of colic are covered 10 days following acceptance of the insurance application by Circles Group.
-
- 2.7 **THEFT (BRONZE - SILVER - GOLD - DIAMOND)**
- 2.7.1 **DEFINITION OF THE COVERAGE**
- **What is covered**
All theft by any means and which has been reported to the official authorities (police etc.), all escapes for any reasons, except for what is excluded under the heading: “Exclusions”.
- 2.7.2 **EXCLUSIONS**
- **What is not covered**
 - a) **Malicious intent and/or intentional act by the policyholder and/or any person with an interest in the insurance policy;**
 - b) **Gross negligence.**
-
- 2.8 **CIVIL LIABILITY (BRONZE - SILVER - GOLD - DIAMOND)**
- 2.8.1 **DEFINITION OF THE COVERAGE**
- **What is covered**
Sums which the policyholder, as a private individual only, is legally required to pay to third parties for extra-contractual loss for which it is liable as a result of the horse or horses under its supervision at the time of the events.
Salvage costs are also insured under this cover. In this case, compensation is limited, after exhaustion of the cover, to €2,500.
Only the use defined in the particular conditions and/or when the horse is in the paddock and/or stable is covered.
- 2.8.2 **EXCLUSIONS**
- **What is not covered**
 - a) **Loss to property belonging to the policyholder;**
 - b) **Loss specific to the insured horse;**
 - c) **Loss following use not consistent with that described in the particular conditions;**
 - d) **Loss caused to a third party due to failure to observe regulations and/or legal provisions;**
 - e) **Loss that can be compensated by compulsory land motor vehicle insurance;**
 - f) **Any compensation for a loss claimed by a third party due to breach of contract;**
 - g) **Fines, legal penalties, criminal penalties and all related costs;**
 - h) **Terrorism;**
 - i) **Loss covered by insurance that is compulsory by law.**

2.9 LEGAL PROTECTION (BRONZE - SILVER - GOLD - DIAMOND)

2.9.1 DEFINITION OF THE COVERAGE

- **What is covered**

All costs, expenses and fees paid or to be paid to defend your interests in any liability action against you, when this action is directly or indirectly related to the horse or horses referred to in the particular conditions, up to the maximum amount of €50,000.

Only disputes arising during the insured period will be covered.

2.9.2 EXCLUSIONS

- **What is not covered**

- a) **Any disputes resulting from intentional negligence or a fraudulent act committed by you;**
- b) **Any disputes relating to tax or customs matters;**
- c) **Any disputes relating to races or competitions with bets.**

- **What we do not pay**

- a) **Fines;**
- b) **Sums that you are ordered to pay by a court.**

2.9.3 CHOICE OF LAWYER

You are free to choose your own lawyer, provided that the latter's fees are no higher than €150 per hour.

2.10 STUD INFERTILITY (OPTIONAL)

2.10.1 PREAMBLE

The compensation is not cumulative with any other cover in the same policy.

2.10.2 DEFINITION OF THE COVERAGE

- **What is covered**

The financial consequences limited to the amount stated in the particular conditions, when the stud horse has become totally and permanently infertile following an illness and/or accident.

2.10.3 EXCLUSIONS

- **What is not covered**

- a) **Infertility as a result of acts for reasons of “convenience” (e.g. castration);**
- b) **Infertility as a result of treatments, acts and/or drugs which are not prescribed and/or under the responsibility of a veterinarian.**

2.11 DEATH OF THE FOETUS AND/OR FOAL UP TO 7 FULL DAYS OF LIFE (OPTIONAL)

2.11.1 DEFINITION OF THE COVERAGE

- **What is covered**

- a) The death of the foetus, provided this takes place more than 7 full months after covering ;
- b) Any non-intentional loss of a foetus of the mare insured in the policy, subject to production of a gestation certificate ;
- c) Slaughtering of the foal at birth due to a deformity ;
- d) The death of a foal until the age of 7 full days of life, for any reason including transport, excluding the content of the heading “What is not covered”;
- e) The limit of cover is in all cases stated in the particular conditions ;

- f) This cover shall apply even in the event of death of the mare as a result of giving birth.

2.11.2 EXCLUSIONS

- **What is not covered**

The death of the foetus following :

- a) **Any absorption by the mare of products other than those prescribed by a veterinarian;**
- b) **Any medical act on the mare not performed by a veterinarian;**
- c) **The death of a foetus which has taken place less than 7 full months after covering.**

The death of the foal up to 7 full days old following :

- a) **Any administration or absorption of unregistered products prescribed by a veterinarian for preventive or curative purposes;**
- b) **Any administration or absorption of products aimed at improving the foal's performance;**
- c) **Any administration or absorption of products that have not been prescribed by a veterinarian;**
- d) **Euthanasia not prescribed by a veterinarian.**

3/ PERSONAL ACCIDENT

IMPORTANT PRECISION

The present document completes the Particular Conditions and forms with them the insurance policy. It defines the proper characteristics of each cover, “what is covered” and “what is not covered (unless expressly requested)”; as well as the general conditions and exclusions applicable to each coverage section (except EXEMPTION to the particular and/ or specific conditions).

3.1 INDIVIDUAL HORSERIDING ACCIDENT

3.1.1 DEFINITION OF THE COVERAGE

- **Death**

En cas de décès, pour quelque cause que ce soit, hormis les cas énumérés sous la rubrique « Exclusions » de la présente section, soit immédiat, soit survenu au plus tard 3 ans après l'accident qui en est la cause, nous versons un capital de 75.000 €.

- **Permanent disability**

In the event of permanent disability, due to any cause, excluding what is listed under the heading "What is not covered" in this section, after consolidation, we will pay a fixed sum according to the degree of physiological disability.

In the event of total disability at 100%, this sum is equal to €150,000.

More than 67% physiological disability is equal to 100%.

- **Medical costs**

In addition to the above, Circles Group shall pay up to €25,000 for medical costs.

3.1.2 EXCLUSIONS

- **What is not covered**

Loss following any accident that takes place other than during practice of the equestrian activity defined in the particular conditions.

4/ GENERAL CONDITIONS

IMPORTANT PRECISION

The present document completes the Particular Conditions and forms with them the insurance policy. It defines the proper characteristics of each cover, “what is covered” and “what is not covered (unless expressly requested)”; as well as the general conditions and exclusions applicable to each coverage section (except EXEMPTION to the particular and/ or specific conditions).

4.1 EFFECTIVE DATE - WAITING PERIOD - DURATION - TERMINATION - DECLARATIONS TO BE MADE DURING THE POLICY

4.1.1 EFFECTIVE DATE

The cover shall only take effect:

- a) When the premium has been paid ;
- b) When Circles Group is in possession of the identification documents (see: Principles and conditions of insurability - Section: “Identification”) ;
- c) Subject to acceptance of the requested veterinary certificate. (See: “Conditions related to cover”).

4.1.2 WAITING PERIOD

“Death”, “veterinary care & expenses” and “Loss of use” cover shall apply : 30 days after the inception date of the policy ;

- a) in the event of an euthanasia following an accident: 24 hours after the effective date of the policy ;
- b) in the event of colic : 10 days following acceptance of the subscription application by Circles Group, as long as the horse is not suffering from a chronic colic;
- c) in the event an arthritic disorder, or following tendonitis, on the 120th day after the effective date of the policy.

“Civil liability”, “legal protection” and “individual accident” cover shall apply 24 hours after the effective date of the policy.

Cover for “death of a foetus” shall apply 7 full days after the effective date of the policy provided that the covering took place more than 7 full months prior to the effective date of the policy.

“Infertility” and “ Theft ” cover shall apply 30 days after the effective date of the policy.

4.1.3 DURATION

The policy is entered into for one year. It shall be automatically renewed year on year.

The policy shall cease as of right after payment of compensation due to death, theft or loss of use of the insured horse.

4.1.4 TERMINATION

The policy may be terminated by registered letter prior to its normal expiry date by the insured in the event of:

- a) Reduction in risk, if Circles Group refuses to reduce the premium as a consequence. Termination shall take effect 30 days after receipt of notification by Circles Group;
- b) A price increase;
- c) And in other cases provided for by the local legislation in the country where the policy was signed.

The policy may be terminated by registered letter prior to its normal expiry date by Circles Group in the event of:

- a) Non-payment of premiums;
- b) Increase in risk. Termination of the policy must be notified by the Insurer within 30 days following the notification of the risk increase;
- c) Inaccuracy, false declaration and/or non-compliance with the conditions of insurability. Termination shall take effect the day after notification of the insured;
- d) Insolvency or bankruptcy of the insured ;
- e) And in other cases provided for by the local legislation in the country where the policy was signed.

The policy may be terminated by registered letter prior to its normal expiry date as of right in the event of:

- a) Death of the insured horse; where the insurance policy covers only the dead horse. Termination shall take effect the day after notification to Circles Group;
- b) Total permanent disability of the insured horse, where the insurance policy covers only the horse affected by permanent disability and provided that an agreement on compensation has been reached between the parties. Termination shall take effect the day after notification to Circles Group;
- c) And in other cases provided for by the local legislation in the country where the policy was signed.

The policy may be terminated by registered letter prior to its normal expiry date by the heirs of the insured, the buyer of the animal or Circles Group in the event of transfer of ownership following the death of the insured. Termination shall take effect the day after notification to and/or from Circles Group.

4.1.5 WRITTEN DECLARATIONS TO BE MADE DURING THE POLICY: MODIFICATION OF THE RISK

The insured must declare during the policy, in writing with request for receipt acknowledgement:

- a) Any modification in the activity as defined in the particular conditions;
- b) The covering of a mare not declared as a “breeding mare” when taking out the policy ;
- c) The sale of the horse.

The modification to the risk shall apply as soon as Circles Group has notified the changes in a policy endorsement sent to the policyholder.

Any failure to declare a modification to the risk shall be penalised by the policy being rendered null and void.

However, the premiums shall remain due until expiry of the policy.

4.2 OBLIGATIONS OF THE POLICYHOLDER IN THE EVENT OF A LOSS

4.2.1 WHAT YOU MUST DO

You must, as soon as possible but within 24 hours at the latest, contact a veterinarian approved by our company, as indicated in the list on the website.

This time limit is however reduced to 6 hours in the event of death.

Under penalty of forfeiture, you must also inform your broker within the above-mentioned periods, and provide the following details either by fax or by e-mail:

- a) The date of the loss;
- b) The circumstances of the loss;
- c) The known and presumed consequences of the loss;
- d) You must take all the necessary measures to minimise the loss;
- e) In the event of theft, you must immediately notify the local police and have a police report drawn up;
- f) If the loss occurs during transport, you must draw up a joint assessment of the loss with the carrier and take all protective measures with regard to the said carrier;
- g) For all losses other than those related to “Veterinary expenses” cover not requiring surgery and/or “Civil liability” cover and/or “theft” and/or “Individual horseriding accident” cover, you must, within 48 hours of the insured event, send us the veterinary report describing the insured horse's state of health following the loss and/or an autopsy report issued by an approved veterinarian in the event of death. The cost of this report is your responsibility, unless you have taken out “Veterinary expenses” cover;
- h) In the event of recovery of the stolen horse, immediately notify the broker in writing;
- i) In the event of colic, you must hospitalise your horse after a maximum of 12 hours of unsuccessful treatment;
- j) In case of death, you must give the Underwriters a sample of blood and urine;
- k) All veterinarian invoices must be accompanied by a report mentioning the status and evolution of the horse;
- l) The premium must be paid in full at the time of claim settlement and / or will be offset from the invoice.

4.2.2 WHAT WE DO

If necessary, we will commission an “Equine” expert who will contact you.

4.2.3 WHEN WE PAY

In the event of :

- a) Death, euthanasia, total permanent disability, death of the foetus, infertility, civil liability, individual horseriding accidents, within 15 days of acceptance of the loss by Circles Group ;
- b) Theft, compensation will only be paid after 30 days ;
- c) Veterinary expenses and/or hospitalisation: see the section entitled “Veticard”.

4.3 VETICARD

When you take out the policy, we will give you your Veticard containing, among other things, the name of your horse and the horse's identification number.

When you present this card to approved clinics and/or veterinarians, we undertake to directly pay the fees and expenses in accordance with the conditions and cover in the policy. The list of approved veterinarians and clinics is available on our website www.circlesgroup.com.

4.4 LOSS ADJUSTEMENT

Losses are assessed by mutual agreement or, if not possible and subject to the respective rights of the parties, by two loss adjusters, the first appointed by the policyholder and the second by Circles Group. These loss adjusters must assess the amount of the loss in an irrevocable manner. They shall also pronounce on the causes of the loss.

If they cannot agree, the loss adjusters shall appoint a third expert to arbitrate between them. The three loss adjusters shall work together, on a majority voting basis.

If one of the parties fails to appoint a loss adjuster, or if the two loss adjusters cannot agree on the choice of a third the appointment will be made by the Presiding Judge of the competent Court of First Instance (in the place where the policy was signed).

If one of the loss adjusters does not fulfil his role, he will be replaced in the same way, without harming the rights of the parties.

Each party has the right to request that the third loss adjuster is chosen from outside the place where the policyholder resides.

Each party shall bear its own loss adjustment costs.

The policyholder and Circles Group shall each pay half of the third loss adjuster's fees, even if the latter has been appointed automatically.

Any loss adjustment or other action aimed at recording the loss shall not affect the rights which the Circles Group has towards the policyholder.

4.5 APPLICABLE RULES IN THE EVENT OF RECOVERY

■ Recovery before payment of compensation

If the horse is recovered before payment of compensation, the policyholder shall resume possession thereof, and Circles Group shall only be required to pay compensation for any damage suffered by the horse and the costs which the policyholder has necessarily incurred, through its own initiative or with the agreement of Circles Group in order to recover its horse.

■ Recovery after payment of compensation

Once compensation is paid, Circles Group shall however, as of right, become the owner of the recovered horse. However, the policyholder has the right to resume possession thereof, subject to paying back the difference between the compensation received and a final compensation calculated as set out in the previous paragraph.

4.6 SUBSIDIARITY

In general, where the same interest is insured with different insurers for the same risk, the rules of the local legislation (the policyholder's country of domicile) shall apply. If no rule exists in local legislation, these conditions shall only apply in a subsidiary manner.

If the same interest is insured with different insurers for the same risk, the insured is required to notify Circles Group thereof and to inform it of the identity of the other insurer(s) and the policy number(s).

4.7 GENERAL EXCLUSIONS

This policy does not cover losses resulting from the following events, unless otherwise stipulated in the particular conditions:

- a) **Any war, declared or not, on the understanding that it is the policyholder's responsibility to prove that the loss is the result of an event other than war;**
- b) **Insurrection, popular unrest, acts of terrorism or sabotage, on the understanding that it is Circle Group's responsibility to prove that the loss is the result of one of these events;**
- c) **Ionizing radiation or changes in the atomic nucleus;**
- d) **Embargo, confiscation, capture, withholding on the order of any government or public authority;**
- e) **Slaughtering following a decision by the competent administrative authorities, taken as part of the legislation on contagious diseases;**
- f) **Failure to comply with customs instructions;**
- g) **Inappropriate use or supervision of the insured horses, where this is attributable to gross negligence or inexcusable fault by the insured. Excessive work is, among others, considered as inappropriate use;**
- h) **Any loss caused by barbed wire used as fencing or inside the enclosure where the insured horse lives;**
- i) **Epilepsy, a genetic abnormality, congenital defect or deformity;**
- j) **Surgery performed without the permission of Circles Group or the approved veterinarian, including castration;**
- k) **Therapeutic treatment not prescribed by a veterinarian;**
- l) **Aesthetic damage;**
- m) **Lack of use of the insured horse due to behavioural reasons;**
- n) **Intentional negligence or gross negligence by the Insured. "Gross negligence by the Insured" means an act or fault which is considered as intentional negligence, including among others lack of care, lack of food, bad treatment.**

- Drunkenness in direct relation to the loss is considered as gross negligence;**
- o) Fraud, dishonesty, criminal act by the insured;**
 - p) Wobbler Syndrome or any other ataxic disorders following a vertebral injury;**
 - q) Navicular syndrome, also called podotrochlear syndrome, and more broadly ailment of the coffin bone, including the joint and the surrounding anatomical structure;**
 - r) Rhinopneumonitis;**
 - s) Acupuncture and homeopathy;**
 - t) Food supplements, vitamins and trace elements;**
 - u) Medical and paramedical equipment;**
 - v) Any consequences of osteochondritis injuries;**
 - w) Accident or illness existing prior to taking out the policy;**
 - x) Non-traumatic tendonitis, desmitis, arthritis, osteoarthritis, prior to entry into force of the policy;**
 - y) Doping and drugs and any other unregistered products;**
 - z) Bullfighting, dangerous or acrobatic acts, feats of strength;**
 - aa) Accomodation and revalidation costs;**
 - bb) Declared epidemics and pandemics;**
 - cc) Dorsalgia;**
 - dd) Lombalgia.**

4.8 RECOVERY - SUBROGATION

- a) Circles Group reserves all rights of recovery against third parties liable for the loss. Circles Group shall be subrogated to the policyholder's rights up to the amount of its cover;
- b) However, Circles Group acknowledges and accepts the civil inviolability of the policyholder and its employees ;
- c) In the event of loss, the policyholders shall use all the means they possess against liable third parties in order to guarantee recovery by Circles Group. However, Circles Group shall not lodge any complaint against the policyholders due to their negligence or inadvertence. Circles Group shall not bring any recovery or appeal due to inadmissibility, save in the event of fraud by the policyholders.

4.9 DISPUTES

Any disputes arising between the Insured and Circles Group concerning this policy shall be judged by arbitrators.

The parties reserve the right to appeal.

Circles Group recognises the competence of the courts in the place where the policy was signed.

5/ GLOSSARY

<i>Slaughtering</i>	Putting to death of the insured horse.
<i>Accident</i>	Any injurious incident caused by an accidental event beyond the control of the insured, causing damage to the horse, the origin of which is external to the insured horse, which compromises the health of the horse or leads to death.
<i>Attack</i>	Action organised secretly for ideological, political or social purposes, executed individually or in a group, aimed at attacking persons or destroying a property with a view to influencing the public and creating a climate of insecurity (terrorism).
<i>Approved clinic</i>	Veterinary clinic on the list available on our website.
<i>Approved veterinarian</i>	Veterinarian in possession of a protected veterinary degree, on the list of veterinarians available on our website.
<i>Insured Horse</i>	The horse specified in the particular conditions.
<i>Euthanasia</i>	Death given to an incurable horse, in order to alleviate its suffering.
<i>Salvage costs</i>	Expenses resulting from measures required by Circles Group in order to prevent or reduce the consequences of an insured loss or reasonable measures taken on the initiative and diligence of the insured, in accordance with the rules of business management, in order to prevent an insured loss or to prevent or reduce the consequences thereof, provided that these measures are urgent, i.e. that the insured has acted immediately without the possibility of warning or obtaining prior agreement from Circles Group, under penalty of damaging the latter's interests; in addition there must be imminent danger, i.e. if these measures are not taken, a loss would occur immediately and definitely. Salvage costs do not include: the costs of prevention measures taken at a later stage by the insured, where the insured was required to take these measures at a time when there was no longer any urgency or imminent danger.
<i>Fraud</i>	Deceit, action taken in bad faith.
<i>Limit of cover</i>	Maximum limit of compensation per cover, above which Circles Group will not pay, all losses combined.
<i>Illness</i>	Alteration in the organs or organic functions, attributable to internal or external causes, translating into symptoms and signs and manifesting itself through a disturbance in functions or through injuries. In all cases, depressive states and similar are not considered as an illness under this policy. Infertility is not considered as an illness under this policy.
<i>Foal</i>	Animal aged between 0 and 18 full months.
<i>Loss or Claim</i>	All losses due to one and the same cause, compensated by one of the covers in this policy.
<i>Navicular syndrome or podotrochlear syndrome</i>	Disease of the navicular bone and / or the surrounding anatomical structures such as; perforating tendon, sesamoid ligaments and synovial membranes. This is an intolerance to the extension of the distal interphalangeal joint. It is possible to differentiate several forms of podotrochlear syndrome : a) Bone degeneration; b) Fracture following a significant interphalangeal rotation movement ; c) Articular by distension of the articular synovial dimples; d) Tendinous, in combination with lesions of the deep flexor tendon lesions- inflammation of the podotrochlear bursa and lesion to the palmar face of the coffin

bone - is a severe character;

- e) Ligamentous due to damage of collateral and distal sesamoid ligaments;
- f) Sclerosing by a condensation of sesamoid bones;
- g) Cystic by a zone of lower density in the sesamoid bone, often following a tendon shape or a fracture.

This pathology is the cause of frequent intermittent lameness. It affects generally both feet and more often the forefeet. One limb can be more affected than the other one.

Third party

Any person not considered an insured under this policy.

Treatment

Medical protocol drawn up by a veterinarian in order to eradicate an illness and/or the consequences of an accident.

Veterinarian

A veterinarian is a specialist in animal medicine and surgery. The veterinary doctor's degree is a protected degree, which permits the exercise of animal medicine and surgery.

Depreciation

Reduction in the insured value of the horse due to age, an accident, illness or loss of use.

You

You means the insured.

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