

TBA Members' Third Party Liability Insurance Cover

FREQUENTLY ASKED QUESTIONS

Please note, the following questions and answers are not a substitute for the policy terms and conditions, which it is important that you read.

What is this insurance?

This gives you cover up to a limit of £10,000,000; in excess of any other more specific insurance being in effect, against damages you may be liable to pay as a result of the actions of any Thoroughbred breeding or young stock which you own, wholly or partly. This will also include any costs incurred in defending an action against you.

What sort of 'actions' does this mean?

These are where your horse causes damage to a third party or their property. This can range from kicking a car or to permanently incapacitating someone.

When does this insurance apply?

Only when your breeding stock or youngstock are NOT actually in your care, i.e. away from your own premises.

If I am also a member of the ROA, why do I need this insurance?

Because the ROA Members Third Party Liability scheme applies only to racehorses whilst in training or resting during their training career. Youngstock (other than when being prepared for a 'Breeze-up' sale) and breeding stock are specifically excluded under the ROA scheme.

Why, as a mare owner, do I need this cover?

Following recent interpretation of the Animals Act, 1971, owners of animals are regarded in law as being liable for their actions **irrespective** of whether they keep the animal and of whether negligence on the part of the keeper is established. If you own an animal you are just as much at risk of being held liable for the consequences of its actions, regardless of whether you have never even seen it, or are in fact its regular keeper.

Surely the Boarding and Public Studs I may use will have cover for this sort of thing?

Yes, most likely and in some cases this will extend to include you as owner, while your horse is with them – you should ask the Stud to confirm this and the limit of indemnity.

So, if the Stud has insurance, why do I need my own?

It may easily be that you are not covered by the Stud's insurance; in which case the Stud's insurer may look to you for a contribution if it has to meet a claim on behalf of the Stud.

Also, if your horse is at another type of yard, i.e. sales prep or breaking, you may not be afforded similar cover by other establishments.

If you have your horses at home then you may have cover under your household insurance, but it is unlikely to be your insurer's intention to provide this cover for thoroughbred breeding stock (though they may not actually have excluded it) as opposed to domestic pets.

What, for the purposes of this insurance, constitutes breeding or young stock?

According to the interests of the Association, this scheme applies only to Thoroughbred breeding or young stock.

Breeding stock, or more specifically a 'broodmare', as defined for this scheme, is one being kept at the time solely for the purpose of breeding thoroughbreds, following or instead of a racing career. This includes a broodmare whilst resting for a season. In the event of a mare not being in foal and without a foal at foot at the time of the incident, then the onus of proof rests with the owner that she can be thus described as an active broodmare. Verifiable 'Foster' mares are included in this insurance.

Youngstock, or more specifically a foal, weanling, yearling or 'store' as defined for this scheme, is one being kept at the time solely for the purposes of rearing and before entry into a licensed racehorse trainer's yard. It will include during sales preparation, 'breaking' and 'pre-training' work. The onus of proof rests with the owner to prove that the horse may thus be described as 'youngstock'.

Will a two-year old or store that is being prepared for a Breeze-up sale be eligible?

Yes, because it is being prepared for a sale and has not as such entered a Training stable.

At what point would a young National Hunt horse be considered ineligible?

From the time that it enters the yard of a fully licensed Trainer or Permit Holder or Point-to-Point trainer.

At what point would a filly/mare out of training be considered to be breeding stock and therefore eligible?

The insurance does not include racehorses. A filly would be considered as breeding stock from the time she retires fully and permanently from racing. As mentioned above, the onus of proof rests with the owner to prove that the horse is eligible for the insurance cover. Naturally, a filly that is in training and also in foal is considered to be a racehorse and is therefore ineligible until she finishes training to complete that pregnancy.

What if my filly is injured and I decide to put her in foal during the time she is out of training, but my intention is for her to go back into training once her foal is weaned?

Your filly would be eligible under this scheme from when she comes out of training to go to stud, until she goes back into training.

What if my membership of the TBA has lapsed at the time of an incident?

You will not be eligible for this insurance.

Am I covered if my mare goes to France to be bred or my youngstock to the Sales?

Yes, automatically, provided your horse is not over there for more than 6 consecutive months. This applies to all European countries but in all cases UK jurisdiction will apply.

What about longer periods, or further afield?

This is not automatically included under this scheme. If this is the case, then you will need to contact your usual insurance broker or company, or Lycetts, to arrange specific cover.

If I were to lease my broodmare to someone else, who would be considered as the owner?

This may depend on the terms of the lease. The Lessee might be regarded as the owner because, on a temporary basis, the Lessee has many of the rights of an owner in relation to that racehorse. The Lessor is still the residual owner and it would therefore be unsafe for a Lessor to assume that, for Animal's Act purposes he or she had the ability to 'transfer' ownership status to a Lessee.

In the case of a partnership, do all partnership members have to join the TBA to enjoy protection under the new scheme?

Only those members of the partnership who are members of the TBA will enjoy protection under the scheme.

I am a TBA member and would like to know how the scheme relates to my other horses?

Horses other than as described above will not be eligible for the TBA scheme.

What do I do if I receive a solicitor's letter advising me that I am being held liable for damages caused by my horse?

Provided that you and your horse are eligible, you should send the letter on to Lycetts without delay, together with all the pertinent details of which you are aware. It is very important at this stage that you do not admit liability or make any promise or offer of payment. You should simply acknowledge the letter and confirm that you have passed it on to your insurers.

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