




WEATHERBYS
HAMILTON

ROA MEMBERS' THIRD PARTY LIABILITY INSURANCE COVER

Your questions
answered . . .



Please note, these questions and answers are not a substitute for the policy terms and conditions. It is important that you read these on roa.co.uk

What is this insurance?

This gives you cover up to a limit of £10,000,000. However, this insurance should be regarded as being in excess of any other more specific insurance. The insurance is against damages you may be liable to pay as a result of the actions of any racehorse 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 racehorse causes damage to a third party or their property. This can range from kicking a car to permanently incapacitating someone.

Why, as an owner, do I need this cover?

According to current 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 my trainer 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 in training – you should ask your trainer to confirm this and the limit of indemnity.

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

It may easily be that you are not covered by your trainer's insurance; in which case the trainer's insurer may look to you for a contribution if it has to meet a claim on behalf of the trainer. Also, if your horse is resting or spelling out of training and moves from your trainer's yard, you may not be afforded similar cover by other establishments. If you have your horse 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 a racehorse (though they may not actually have excluded it) as opposed to a domestic pet.

I am a permit trainer, as an ROA member will I be covered under this insurance scheme?

No. This policy does not provide primary cover, the type of which is required by both permit holders and licensed trainers. Weatherbys Hamilton are offering permit trainers who are ROA members a discount of 20% on a primary policy. To get a quotation please contact Weatherbys Hamilton on 01933 440077 (Wellingborough), 01638 563444 (Newmarket) or 01793 847333 (Swindon) and state that you are an ROA member.

What, for the purposes of this insurance, constitutes a 'racehorse'?

On the basis that this scheme is designed specifically for the Racehorse Owners Association, it applies only to racehorses. A 'racehorse', as defined for this scheme, is one being kept at the time solely for the purposes of horseracing under the Rules of Racing. This includes being prepared for a racing career and also whilst resting or recuperating – provided the intention is to resume a racing career. In the event of a horse not being in a licensed yard at the time of the incident then the onus of proof rests with the owner to prove that the horse can be described as a racehorse.

What about a yearling purchased from the sales?

This would be covered following the 'fall of hammer', provided the intention is to start preparation for training, i.e. breaking in, following the sale.

Would cover ever apply to a yearling before a sale?

No.

Will a horse that is being prepared for a Breeze-up sale be eligible?

Yes, because it is being prepared for a training career. The cover would apply from the time that this process begins.

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

From the time that it starts to be broken in and backed.

At what point would a filly/mare be considered to be breeding stock and therefore not eligible?

The insurance does not include either young-stock or breeding stock. A filly would be considered as breeding stock (or otherwise) 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/mare that is in training and also in foal is considered to be a racehorse until she finishes training to complete that pregnancy.

Because the onus is on the owner to satisfy insurers that a horse is eligible, what would you consider to be acceptable parameters for being out of training for some time, as a result of a serious tendon injury for example?

This scenario is impossible to define generally; it will depend on the individual circumstances, but provided it could reasonably be shown that a return to racing was genuinely planned, then the racehorse will be eligible. As a rule of thumb, an elapsed uninterrupted period exceeding 18 months out of training would be considered as constituting retirement unless extenuating circumstances could be proved.

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

You will not be eligible for this insurance.

Am I covered if my horse goes abroad to run in a race?

Yes, automatically, provided that your horse is not abroad for more than 90 consecutive days. This applies worldwide but in all cases EU Jurisdiction will apply.

What about a longer period?

This is not automatically included under this scheme. If your horse is going abroad for a period in excess of 90 days you will need to contact your usual insurance broker or company, or Weatherbys Hamilton to arrange specific cover.

In the case of a racing partnership, which of the partnership members will enjoy protection under the new scheme?

Only those members of the partnership who are members of the ROA.

If only the nominated partners in a racing partnership are ROA members, will their protection extend to other (non nominated) members of the racing partnership?

No. Individual partnership members must be members of the ROA to enjoy protection. (Non nominated partners can join the ROA to receive this third party liability cover and the nominated partners will only have protection if they are ROA members.)

If I were to lease my racehorse 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.

I am an ROA member and would like to know how the scheme relates to my Hunterchasers/Point-to-Pointers?

Point-to-Pointers are not covered but, in some cases, Hunterchasers will be. A Hunterchaser trained by a licensed trainer will be covered but will not be when trained by a permit trainer. When a Hunterchaser is trained by a licensed trainer and is resting or temporarily out of training, or being prepared for training, the onus, as noted above, would be on the owner to demonstrate that the horse was temporarily outside a licensed trainer's yard.

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

Provided that you and your horse are eligible, you should send the letter on to Weatherbys Hamilton 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.

**For further information please visit roa.co.uk
or contact Weatherbys Hamilton on 01933 440077 (Wellingborough),
01638 563444 (Newmarket) or 01793 847333 (Swindon)**