

HORSE INSURANCE



AmTrust
Equine Insurance

Policy

Terms and Conditions



EFFECTIVE FROM 01 MAY 2010
AEP3

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AmTrust
Equine Insurance

For customer care

Call: 0845 459 8990

www.amtrustequine.co.uk

AmTrust International Underwriters Limited is authorised in Ireland by the Financial Regulator and is regulated by the Financial Services Authority for the conduct of UK business under reference 203014.

General Definitions

Accidental, External and Visible Injury

Physical, external, and visible injury, occurring immediately and involving an open wound. i.e. kicks, cuts and puncture wounds etc. or fracture.

Certificate of Insurance

The policy document which personalises the terms and conditions of The Policy for you and shows the details of The Policyholder, Horse, Saddlery and Tack, Horse Trailer, Horse Drawn Vehicle, the sections of cover you have chosen to insure for and any extra exclusions and clauses that apply to your policy.

Complementary Treatment

Treatment carried out by the vet or on the recommendation of the vet, by a therapist or farrier who holds a nationally recognised qualification in their subject.

The following treatments are considered to be Complementary Treatment for purposes of this policy: Acupuncture, Chiropractic Manipulation, Homeopathy, Hydrotherapy, Laser Therapy, Nutraceuticals, Osteopathy, Physiotherapy, Remedial/Corrective Farriery.

Condition

The presence of an illness or injury.

Excess

The amount stated on the Certificate of Insurance that you must pay in the event of a claim.

Fair and Reasonable Treatment

Diagnostics, treatment and medication appropriate to and consistent with the injury or illness sustained.

Foal

The foal aged over 30 days and less than 1 year identified on the Certificate of Insurance

Horse/Horse Trailer/Horse Drawn Vehicle

The horse, horse trailer or horse drawn vehicle identified on the Certificate of Insurance

Immediate Family

Your parents, brother, sister, son, daughter, spouse, civil partner or life partner

Incident

A claimable incident under this policy is not judged on each diagnosed condition but is considered to be an onset of symptoms (Proximate Cause) e.g. where the onset of lameness or illness, or where an accident occurs, all conditions diagnosed or related to this occurrence/onset of symptoms, whether immediately or on subsequent investigations is considered to be one claimable incident under the policy. There is no limit to the number of separate incidents during the policy period.

Initial Policy Period

The first agreed period of The Policy, prior to any renewal taking place.

Market Value

The price at which the horse would change ownership between a willing buyer and a willing seller with both parties having reasonable knowledge of the relevant facts.

The price paid for a horse trailer or horse drawn vehicle of the same age, make, model and condition in accordance with the manufacturer's price guide.

Period of Cover/Policy Period

The time during which the insurers are on risk as stated on the Certificate of Insurance.

Pre-existing Condition

Any injury, illness, disease or condition that happened before the inception of the policy

Proximate Cause

The first event, in the chain of events, that gives rise to a claim.

Replacement Value

The price normally paid for saddlery and tack of the same style and brand as the stolen item(s) or damaged item(s).

Saddlery and Tack

Saddles, leathers, irons, girths, bridles, bits, harnesses and boots worn by the horse in the course of its insured activities as stated on the Certificate of Insurance. (Rugs, blankets, clothing and stable accessories are not included).

Sum Insured

The amount that you choose, and for which we agree to insure the horse/horse trailer/horse drawn vehicle/saddlery and tack.

Summary Of Facts

The document that records the details of all material facts that you have declared at the onset of The Policy.

Terrorism

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

The Policy

The Certificate of Insurance, the Summary of Facts and the Policy Terms and Conditions.

The Policyholder/You

The person named on the Certificate of Insurance.

Third Party

A person or persons whom you are not related to or associated with

Vet

A qualified and currently registered veterinary surgeon.

War

War shall mean war, invasion, acts of foreign enemies hostilities or war like operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military usurped power. Government Action shall mean marshal law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

We/Us/Our/The Insurer

AmTrust Equine is a business name of AmTrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland. Authorised and regulated in Ireland and regulated by the Financial Services Authority (FSA) for conduct of business in the UK under reference number 203014.

Contract of Insurance

The Policy is a contract between you (The Policyholder) and us **AmTrust International Underwriters Limited trading as AmTrust Equine (The Insurer)**.

The contract is made up of the Summary of Facts, Certificate of Insurance and the Policy Terms and Conditions, and is based on the information you have given us and your agreement to pay the premiums for this insurance. It is essential that you provide all material information that is likely to influence the acceptance and assessment of this insurance. If you have any doubts about whether a fact is material or not, it should be disclosed.

Failure to disclose any material facts may invalidate The Policy or may result in The Policy not operating fully. The Certificate of Insurance and endorsements form part of The Policy. The Policy and any endorsements to it provide insurance for the sections of cover you have selected for an event occurring within the period of insurance. The sections you have covered are shown on the Certificate of Insurance. The Policy only applies within the United Kingdom, The Isle of Man and the Channel Islands. These limits may be extended upon agreement with us to cover temporary visits to other parts of Europe for a maximum of 30 days during each policy period.

Class of Use

Class A: Breeding, Combined Training, Dressage (up to & including elementary level), Driving (private), Eventing (BE Intro and Pre-Novice), Gymkhanas, Hacking, Heavy Horses, Horseball, Horses at Grass, Jump Cross, Le Trec, Long Distance (up to 25 miles), Hunter Trials, Novice Cross Country, Pony Club, Retired Horses, Riding Club, Schooling, Showing, Showjumping, UK Chasers, Vaulting, Western Pleasure, Young Stock.

Class B – class A activities plus: Dressage (medium level and above), Driving (competition), Eventing (BE Novice and above), Legalised Hunting, Long Distance over 25 miles, Western Competition.

Class C – class A & B activities plus: Polo, Polocrosse, Team Chasing.

Note: Loss of Use not available for Class C.

Section 1: Death of Horse

Cover

If the horse dies or is humanely destroyed as a result of an incident sustained and reported during the policy period.

If the horse is humanely destroyed we will only provide cover if this is necessary to relieve incurable and excessive pain and where no other treatment is available and the humane destruction complies with the current BEVA guidelines provided for vets.

Special Conditions

1. In the event of death or humane destruction, you must at your own expense immediately arrange for a post mortem examination.
2. Before euthanasia takes place you must ask your vet if the horse's condition meets the current BEVA guidelines to understand if you are able to submit a claim under this insurance.

We will pay

1. The fair market value of the horse or sum insured whichever is less.
2. Up to £250 for humane destruction and/or disposal of the horse's body providing a claim is payable under this section of the cover.

We will not pay

1. If the horse is humanely destroyed without our permission, except if the attending vet believes the horse is suffering from an injury or illness that cannot be cured or treated, and the horse is in so much pain that it is inhumane to keep it alive until we are contacted. Current BEVA guidelines must be observed.
2. If the horse is destroyed under the order of any government, local authority or any other authority.
3. Any amount if the death or humane destruction occurs more than 12 months after the onset of the incident that gave rise to the death or humane destruction.
4. Any amount for death arising from you using the horse for any purpose other than those within the Class of Use specified in the Certificate of Insurance or any endorsements to the Certificate of Insurance.
5. Any amount for death or humane destruction if the horse is aged 17 and above except as a direct result of an accidental, external visible injury unless agreed by us and stated on the Certificate of Insurance.
6. Any amount for death if the foal is aged less than 30 days.
7. Any amount for death if the foal is aged 30 days to 179 days except as a direct result of an accidental external visible injury.
8. Any amount for death as a result of the horse being given drugs or medication other than as directed by a vet.
9. Any amount for death as a result of an intentional injury by you, your immediate family, employees or apprentices.

10. Any amount for the horse being humanely destroyed as a result of it not being able to carry out its normal duties.
11. Any amount in respect of the death of a mare's unborn foal.
12. Any amount if the death or humane destruction was caused by an illness, condition or disease first occurring during the first 14 days of the initial policy period.
13. Any amount in respect of fees for a post mortem examination.
14. More than the maximum benefit in respect of humane destruction and/or disposal of the horse's body.
15. Any amount in respect of death or humane destruction first reported to us more than 60 days from the date of the death or humane destruction.
16. Any amount in respect of death or humane destruction as a result of a pre-existing condition.

Important Notes

1. In the event of a claim for the death of the horse, you will be required to provide proof of ownership and value, including passport, bill of sale or receipt, vaccination records, breed papers, competition records.

No claim for death will be paid for any horse over 6 months of age without the presentation of the horse's DEFRA approved passport.
2. If you do not insure the horse for its full reasonable value, we reserve the right to pay the percentage of your claim equal to the value percentage insured. For example, if the horse's value is £8,000 and you insure at £4,000 your settlement will be limited to 50% of sum insured i.e. £2,000.
3. In the event a claim is paid for theft or death of the horse, The Policy will cease from the date the claim is settled and any outstanding premiums must be paid.

Section 1(cont): Theft or Straying

Cover

If the horse is stolen or strays during the policy period and is not recovered within 90 days of being reported to the police.

Special Conditions

1. You must notify the police as soon as you discover that the horse is missing. A crime reference number must be obtained.
2. If the horse is recovered after we have settled your claim, you must repay to us the full amount paid in respect of your horse's value.
3. If we settle a claim for theft or straying of the horse, The Policy will be cancelled with effect from the date the horse went missing. You will not be entitled to any refund of premium.

We will pay

1. The fair market value of the horse or sum insured whichever is less.
2. Up to £200 for advertising and reward that could lead to the horse's recovery.
3. If you do not insure the horse for its full reasonable value, we reserve the right to pay the percentage of your claim equal to the value percentage insured. For example, if the horse's value is £8,000 and you insure at £4,000 your settlement will be limited to 50% of sum insured i.e. £2,000.

We will not pay

1. If you or any person acting on your behalf has handed the horse over to a third party unless the third party is a professional service provider i.e. transportation service, trainer, livery service.
2. Any amount in respect of an unborn foal carried by a stolen/straying mare or a foal at foot unless the foal is the subject of The Policy.
3. Any reward to a member of your immediate family or any person living with you or employed by you.
4. Any other financial loss, cost or expense brought about by the theft or straying of the horse.

5. More than the sum insured.
6. Any amount before 90 days has passed since the theft or disappearance was reported to the police.
7. Any amount in respect of theft or straying first reported to us more than 60 days from the date of the theft.

Important Note

1. In the event of a claim for theft or straying, you will be required to provide proof of ownership and value, including passport, bill of sale or receipt, vaccination records, breed papers, competition records.
2. No claim for theft or straying will be paid for the horse if it is aged over 6 months without the presentation of the horse's DEFRA approved passport.

Section 2(a): Veterinary Fees Cover

Cover

If the horse requires veterinary attention, treatment or surgery following an incident first occurring during the policy period.

Special Conditions

1. You must immediately arrange at your own expense for a vet to treat the horse if it shows any clinical signs of injury or illness.
2. You must inform us as soon as possible if the horse is injured or becomes ill and may require veterinary attention, regardless of whether you expect to make a claim.
3. You must allow the attending vet to take the horse away for treatment if necessary.
4. In the event we require a second opinion on the horse's condition or course of treatment, you must allow our own consultant vet to examine the horse at any stage during the claim procedure. If there is any disagreement between your vet and ours over the diagnosis, treatment, condition or incapacity, the horse shall be referred to an Independent Veterinary Specialist mutually agreed upon by both parties.

The decision of the independent veterinary specialist shall be binding on both parties, who will share the cost of the appointment equally if the opinion of our vet is upheld. If the parties cannot agree to the appointment of the independent veterinary specialist within 30 days of a party requesting the appointment of an independent veterinary specialist, then the parties shall request the President of the Royal College of Veterinary Surgeons to appoint an independent veterinary specialist.

5. You must ensure that the horse is kept vaccinated against tetanus and flu and wormed on a regular basis. If you choose not to keep the horse vaccinated and wormed, we will not pay any claims that result from an illness that would have been prevented had the vaccinations been up to date or worming been regular.
6. Proper attention to dental care must be provided, if you do not have the horse's teeth examined on an annual basis, we will not cover any loss that could have been prevented by annual dental check ups and maintenance.
7. You must at all times provide proper daily care and attention to the horse.
8. We reserve the right to investigate and challenge any charges made in respect of misdiagnosis, excessive or unnecessary treatment, or any negligence in the treatment of the horse.

We will pay

Up to the maximum benefit per incident shown on the Certificate of Insurance for fair and reasonable treatment for:

1. Vet's fees for attending and treating the horse.
2. Fees for referral to a veterinary hospital or specialist equine clinic provided that this is at the recommendation of the attending vet and agreed by us.

3. Costs in respect of complementary treatment. Cover for complementary treatment applies only where such treatment has been specifically recommended by the attending vet and agreed by us prior to the treatment. This amount is limited to £500 and forms part of the total limit shown in the Certificate of Insurance.
Please note: In respect of remedial/corrective farriery, we will pay the difference between the cost of your normal shoeing and the remedial shoeing.
4. Costs in respect of diagnostic investigations where clinical evidence of injury or illness is established. This amount is limited to £1500 and forms part of the total limit shown on the Certificate of Insurance.

We will not pay

1. More than the maximum benefit per incident as stated on the Certificate of Insurance.
2. The cost of any treatment carried out after 12 months from the original date of the onset of the incident.
3. The cost of any medications or materials prescribed or to be used after 12 months from the original date of the onset of the incident.
4. The cost of any preventative treatment or medication.
5. The cost of any treatment in respect of a condition excluded by The Policy and stated on the Certificate of Insurance.
6. The cost of any treatment in respect of a pre-existing condition.
7. Any amount for vaccinations, normal foaling, and castration, including any operation as a result of retained testicles, routine dental treatment or wolf teeth.
8. Any amount in respect of veterinary investigation and/or treatment or complementary treatment which results from a vice or from the horse's behaviour.
9. Any amount in respect of veterinary investigation and/or treatment or complementary treatment for poor performance of the horse where no clinical illness or injury is established.
10. Any amount in respect of fees arising from an injury or illness caused by using the horse for a purpose not covered by the Class of Use stated on the Certificate of Insurance.
11. Any amount in respect of elective or cosmetic treatments or surgery.
12. Any amount in respect of complementary treatment that have not been recommended by the attending vet and approved by us.
13. Any cost for transportation of the horse to or from a place of treatment unless specifically at our request.
14. Livery costs, bedding or feeding whilst the horse is kept at a veterinary hospital or clinic.
15. Any costs relating to the need for an upgrade in livery arrangements such as a grass kept horse requiring a stable for box rest or non veterinary charges for changing dressings.
16. The cost of buying or hiring equipment or machinery.
17. More than the maximum benefit in respect of diagnostic investigations, complementary treatment or remedial farriery.
18. Any amount in respect of fees required as a result of an occurrence within the first 14 days of insurance unless relating to accidental, external visible injury.
19. Any amount for fees in respect of humane destruction, post mortem, removal and disposal of carcass and cremation fees.
20. Any amount stated as the excess in the Certificate of Insurance.
21. Any amount in respect of a claim first reported to us more than 60 days from the date the vet was first contacted.
22. Any amount for complementary treatment administered prior to veterinary consultation and approval by us.
23. Any amount for postage charges or interest charges made by your vet.

Section 2(b): Hospitalisation Costs

Cover

Additional to a claim payable under section 2(a) (Veterinary Fees Cover) only. In the event that the horse needs to remain at the veterinary hospital or clinic, cover is extended to pay for livery costs, feed and bedding whilst the horse is staying at the veterinary hospital.

We will pay

Up to the maximum benefit shown on the Certificate of Insurance limited to a maximum of £500 per incident:

1. For reasonable charges in respect of feed, bedding and livery charges whilst the horse is being kept at a hospital or clinic for veterinary reasons associated with a claim payable under Section 2(a).

We will not pay

1. More than the maximum benefit as stated on the Certificate of Insurance.
2. Any amount for livery, feed, bedding or services provided by any establishment that is not a veterinary hospital.
3. Any amount for livery, feed, bedding or services that are not related to a payable claim under section 2(a) (Veterinary Fees Cover) of The Policy.

Section 3: Third Party Liability

Cover

In the event that third party property is accidentally damaged or a third party is injured or killed as a result of an event involving the horse, horse trailer or horse drawn vehicle.

Special Conditions

1. If a business (such as a livery yard) or another person (such as a trainer, groom or pet sitter) is being paid to ride or care for your horse it is your responsibility to:
 - a) Make sure the business/person has the appropriate third party liability insurance cover, and
 - b) Tell them if the horse has any vices or behavioural problems and whether the horse requires any special handling or management so that they can handle the horse in the appropriate manner.
2. You must inform us immediately if the horse, horse trailer or horse drawn vehicle is involved in an event that could lead to a claim from a third party.
3. You must not under any circumstances admit liability, negotiate or agree to pay any amount to another person following an event.
4. We will be entitled to take over and conduct in your name the defence and settlement of any claim. We may also prosecute at our own expense and on our own behalf any claim for indemnity or damages.
5. You must send to us any writ, summons and all correspondence concerning a third party claim immediately.
6. You must not reply to any correspondence yourself.
7. Once settlement has been made, we will not be liable for any further compensation, cost or expense, except paying any outstanding costs and expenses from before the settlement date.
8. This cover applies only within the United Kingdom, the Isle of Man and the Channel Islands and will not apply to any action for damages brought against you, in any countries outside the United Kingdom, the Isle of Man and the Channel Islands.

We will pay

Up to the maximum benefit shown on the Certificate of Insurance for any one claim or series of claims arising out of any one event for:

1. Damages (including interest thereon) and the claimant's costs and expenses awarded against you by a court of law.
2. All costs and expenses incurred by you in defending a claim provided you have our written consent.

We will not pay

1. More than the maximum indemnity limit.
2. Any defence costs that we have not agreed to.
3. Any compensation, costs and expenses in respect of liability you have under contract unless you would have been held liable if the contract had not existed.
4. Any compensation, cost or expense if the person injured or killed as a result of the event is a member of your immediate family, lives with you, is employed by you, is associated with you, is riding the horse or has care custody and control of the horse, horse trailer or horse drawn vehicle.
5. Any compensation, cost or expense in respect of fences, walls, gates and agricultural crops damaged whilst the horse, horse trailer or horse drawn vehicle is being led, ridden or driven.
6. Any compensation, cost or expense arising from hiring out the horse, horse trailer or horse drawn vehicle or allowing its use by a riding school, pony rides, horse rides, carriage rides or any other business.
7. Any compensation, cost or expense arising from hiring out the horse, horse trailer or horse drawn vehicle or using it for racing of any kind.
8. Any compensation, cost or expense in respect of the horse trailer while attached to or becoming detached from a vehicle that requires third party cover under the road traffic acts.
9. Any compensation, cost or expense for the horse drawn vehicle on the public highway not being drawn by the horse.
10. Any compensation, cost or expense in respect of breeding or attempting to breed from the horse.
11. Any compensation, cost or expense in respect of injury to anyone in the horse drawn vehicle.
12. Any amount stated as the excess on the Certificate of Insurance.
13. Any liquidated damages, fines or penalties.
14. Any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
15. Any compensation, cost or expense for any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from, War, Government Action or Terrorism.
16. More than the current market value of the vehicle at the time of the event in respect of liability for damage to a motor vehicle.
17. Any compensation cost or expense in respect of the horse's interaction with other horses or animals.
18. Any compensation cost or expense in respect of any person handling the horse without your permission or consent.

Section 4: Personal Accident and Dental Cover

This section includes you and also anyone riding or handling the horse with your permission.

Cover

In the event that you receive an accidental injury whilst riding or handling the horse. This cover also applies to The Policyholder in respect of riding other horses not owned by The Policyholder.

Special Conditions

1. You must seek medical attention as soon as possible following an accident.
2. You agree that we may appoint our own medical advisors to examine you as often as necessary.
3. If you are not wearing "BSI Approved Protective Headgear" the amount we pay will be reduced by up to 50%.
4. In the event that we pay a claim for Permanent Total Disability and you recover and are able to resume work of any kind, you must return any money we paid to you immediately.
5. The Policyholder must make sure anyone riding the horse has the experience to ride it and is able to ride it. They must only use the horse for the activities included in the Class of Use chosen and stated on the Certificate of Insurance.

DEFINITIONS

Loss of limbs

A hand being severed at or above the wrist, the foot being severed at or above the ankle, or, total and permanent loss of use of a hand, arm or leg.

Loss of Sight

Being certified as totally and permanently blind by a doctor.

Permanent Total Disability

If as a result of an accident, you will never be able to carry out any type of work.

Dental Treatment

Treatment you need to your teeth or gums as a result of being injured whilst riding or handling the horse.

We will pay (See Table below).

Personal Accident and Dental Benefits

Cover	Age	Maximum Limits Option 1	Maximum Limits Option 2
A) In respect of Death	Persons 5 to 17 years inclusive Persons 18 to 75 years inclusive	£5,000 £10,000	£10,000 £20,000
B) In respect of loss of one or both hands or arms	Persons 5 to 17 years inclusive Persons 18 to 75 years inclusive	£5,000 £10,000	£10,000 £20,000
C) In respect of total permanent blindness in one or both eyes	Persons 5 to 17 years inclusive Persons 18 to 75 years inclusive	£5,000 £10,000	£10,000 £20,000
D) In respect of loss of one or both feet or legs	Persons 5 to 17 years inclusive Persons 18 to 75 years inclusive	£5,000 £10,000	£10,000 £20,000
E) Permanent total disability rendering you unfit for work of any kind	Persons 5 to 17 years inclusive Persons 18 to 75 years inclusive	£5,000 £10,000	£10,000 £20,000
F) Emergency Dental treatment as a result of an accident	Persons 5 to 75 years inclusive	£1,000	£1,000

We will not pay

1. More than one of the items of cover, A to E as a result of one incident.
2. Any amount if your death occurs more than 12 months after the date you sustained the accident.
3. Any amount for permanent total disability until at least 52 weeks after the accident .
4. Any amount if you are under 5 years or over 75 years of age at the time of the accident.
5. Any amount if you are riding or handling the horse professionally for money.
6. Any amount because of a medical condition, injury or illness you had before this cover started.
7. Any amount if you are under the influence of drugs or alcohol at the time of the accident, or if there is evidence of suicide, self injury or intentionally putting ones self in danger.
8. Where an accident occurs as a result of using the horse for a purpose not covered under the Class of Use stated on the Certificate of Insurance.
9. Where an accident occurs while the horse is being used by a riding school or for any other business purpose.
10. Where the result of an accident has been made worse because of a pre-existing condition, the amount awarded as compensation will be based on what we consider would have been reasonable should the existing disability not have been present.
11. Any amount in respect of damage to dental retainers and dental braces.

Section 5: Saddlery and Tack

Cover

If saddlery and tack belonging to you is stolen or damaged during the period of cover.

Special Conditions

1. Claims for theft will not be paid until items have been missing for 30 days or more from the date the theft was reported to the police.
2. We reserve the right to replace items instead of reimbursement. This will be entirely at our own discretion.
3. You must notify the police as soon as you discover any theft has occurred. A crime reference number must be obtained.
4. If your tack is recovered undamaged, you must repay the full amount we have paid to you.
5. If your tack is recovered damaged, you must arrange to have it sent to us.

We will pay

1. The replacement value up to the limit shown on the Certificate of Insurance if the cost of repair is more than it was worth, or it is stolen or destroyed. (Units of £1,500 – to a maximum of 3 units).
2. The cost of repairing the saddlery and tack if it is damaged to bring it back to the same condition it was in before it was damaged.

We will not pay

1. Any amount in respect of rugs, blankets, clothing, personal belongings, accessories, grooming and stable equipment and clippers.
2. More than the maximum benefit stated on the Certificate of Insurance.
3. Any amount for items stolen from unlocked vehicles or any vehicle locked or otherwise where the items have not been stowed out of sight in a covered luggage area.
4. Any amount for saddlery and tack that is not owned by you.

5. Any amount for the theft of saddlery and tack, except as a result of forceful entry into a private house or a building secured by a 5 lever mortice deadlock and window bars, or other security specifically agreed by us and stated on the Certificate of Insurance.
6. Any amount for saddlery and tack being destroyed or damaged by wear and tear, moths, mildew, insects or vermin.
7. Any amount for saddlery and tack damaged by cleaning, dyeing or restoration.
8. Any amount to have your tack adjusted to fit the horse.
9. Any amount stated as the excess on the Certificate of Insurance.
10. Any unexplained disappearance.
11. More than £400 for any saddle or individual item of tack that you do not have a formal proof of purchase for which shows the make, model, purchase price and date of purchase or a valuation certificate.

Section 6(a) or (b): Permanent Loss of Use 60% & 100%

Cover

If during The Policy period the horse sustains a physical accidental injury or contracts a physical illness that permanently prevents it from performing the duties as stated on the Certificate of Insurance under Primary Activities.

Special Conditions

1. On settlement, we shall be released from all liability under The Policy for the horse.
2. If within 24 months of a settlement for loss of use being paid, the horse becomes capable of the lost use specified on the Certificate of Insurance and claimed for, the amount paid must be immediately refunded to us.
3. No claim under this section will be paid until the horse has been humanely destroyed or freeze marked with the designated mark specified by us to signify that a loss of use claim is being paid on the horse.
4. If there is any disagreement between your vet and our vet over the said incapacity, the horse shall be referred to an independent veterinary specialist mutually agreed upon by both parties.

The decision of the independent vet shall be binding on both parties, who will share the cost of the appointment equally if the opinion of our vet is upheld.

If the parties cannot agree to the appointment of the independent veterinary specialist within 30 days of a party requesting the appointment of an independent veterinary specialist, then the parties shall request the President of the Royal College of Veterinary Surgeons to appoint an independent veterinary specialist.

5. In the event a claim is paid for Loss of Use in respect of the horse, The Policy will end from the date the claim is settled and any outstanding premium must be paid.

We will pay

Up to the percentage limit stated on the Certificate of Insurance of the sum insured or market value whichever is the less.

1. If the horse is humanely destroyed for economic reasons.
2. If the horse is kept in retirement or semi-retirement and freeze branded with the Loss of Use mark.

We will not pay

1. More than the percentage limit stated on the Certificate of Insurance of the sum insured or market value whichever is the less.
2. Any amount if the permanent loss of use happens more than 12 months after the original date of onset of the incident causing the loss of use.

3. Any amount for permanent loss of use if your vet and our vet do not agree that the horse will permanently incapable of returning to the activities stated in the Certificate of Insurance under Primary Activities.
4. Any amount for permanent loss of use caused by an incident that occurred before the start of the policy period.
5. Any amount for permanent loss of use caused by an incident sustained while the horse is being used for any purpose not covered under the Class of Use stated on the Certificate of Insurance.
6. Any amount for loss of use caused by an illness or disease sustained within the first 60 days of the original policy period.
7. Any amount for loss of use if the horse is incapable of breeding for any reason other than as a result of an injury, illness or disease.
8. Any amount for permanent loss of use if the horse is under 4 years or over 15 years of age.
9. Any amount for permanent loss of use in respect of disfigurement that renders the horse unsuitable for showing.
10. Any amount for loss of use in respect of association or society rulings that prevent the horse's entry into any showing or competitive class.
11. Any amount for permanent loss of use in respect of an activity which your horse has never been trained to do or taken part in.
12. Any amount for permanent loss of use in respect of a level of activity not covered under the Class of Use stated on the Certificate of Insurance.

Section 7: Horse Trailers and Horse Drawn Vehicles

Cover

In the event that the insured horse trailer or horse drawn vehicle used for private purposes is damaged or stolen.

Special Conditions

1. Cover in respect of theft is only in force when a serial number or other accepted form of identification agreed by us has been supplied and noted on your Certificate of Insurance.
2. If you have not insured your horse trailer or horse drawn vehicle for its full value we reserve the right to pay only a percentage of your claim. The percentage we will pay will be based upon how much of the full value the amount you have insured the vehicle for represents.
3. If your horse trailer or horse drawn vehicle is found, you must repay the full amount we have paid you.
4. In the event a claim is paid for theft or total loss of the insured vehicle, The Policy will cease on the date the claim is settled and any outstanding premium must be paid.

We will pay

The cost of economic repairs or up to the sum insured of the vehicle or the fair market value of the vehicle whichever is less.

1. If the vehicle is stolen and not recovered within 30 days of the date the theft was reported to the police.
2. If the vehicle is damaged by fire, accidental or malicious causes.

We will not pay

1. More than the sum insured stated on the Certificate of Insurance.
2. Any amount in respect of damage or loss to the vehicle whilst being used for racing.
3. Any amount in respect of damage or loss of the vehicle if being used for hire and reward or any business purpose.

4. Any amount if the vehicle is stolen unless wheel clamped, hitch locked or securely locked in a barn or building – unless it is in use and attached to the towing vehicle away from its normal place of keeping.
 5. Any amount in respect of loss or damage arising from moths, mildew, vermin, wear and tear, reduction in value, manufacturing defects or any process of cleaning, dyeing, upgrading or restoring.
 6. Any amount for mechanical or electrical breakdown, failed, punctured or burst tyres or any breakdown or damage caused by failure to operate in accordance with the manufacturers instructions.
 7. Malicious damage caused by you, your family, employees or apprentices.
 8. Any consequential loss (a side effect loss which is further to the loss you are insured for).
 9. Any unexplained disappearance.
 10. Any amount for third party damages (this should be covered by the insurance policy of the towing vehicle or driving Horse(s)).
 11. Any amount stated as the excess in the Certificate of Insurance.
 12. Any amount in respect of wheel clamps and hitch locks or any other security device lost or damaged or stolen.
 13. Any costs for storage or recovery of the damaged or recovered vehicle.
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General Conditions

1. At the start of the initial Policy, the horse insured must be in good health and free from any illness, disease, injury, lameness or physical disability unless disclosed to and accepted by us. If, after we accept your policy, we are made aware of a pre-existing condition or incident that happened before the start of The Policy or before any horse was added to The Policy, we may change the standard premium and terms and conditions and add exclusions backdated to the inception date.
2. If a vet who has treated the horse or is about to treat the horse asks for information about your insurance that relates to a claim, we will tell the vet what your insurance covers, how the amount we pay is calculated, and if we have paid your claim and if your premiums are up to date.
3. The Policy does not cover any claim arising from a pre-existing condition.
4. The Policy does not cover any claim arising from your acting or behaving unlawfully.
5. At the start of The Policy you must advise us if you are not the sole owner of the horse, and provide the name and address of any interested party.
6. You must at all times provide proper care and attention for the horse. It must be regularly wormed and inoculated against tetanus. Feet should be regularly trimmed and balanced by a registered farrier and an annual dental inspection and treatment carried out as required.
7. In the event of any accident, illness, disease or incident, you must immediately inform us by telephone, fax or e-mail, no later than 60 days from the date of the incident.
8. The Certificate of Insurance including any endorsements, the Policy Terms and Condition and the Summary of Facts form the contract.
9. The horse must not be used for any purposes other than those specified under Class of Use on the Certificate of Insurance or endorsements to the Certificate of Insurance.
10. If any claim arising under The Policy is covered by any other insurance, we will not pay more than our share of this claim (this condition does not apply to Section 4).
11. If any claim is fraudulent or not proved, we will not provide any benefit. If any claim is found to be fraudulent in any way after we have paid any money in respect of a claim, then that money must be refunded immediately to AmTrust International Underwriters Limited.

12. We may settle any claim by making cash payment or by reinstating, repairing or replacing the item (in respect of tack, trailers and horse drawn vehicles).
13. We reserve the right to instruct loss adjusters and any other investigative services to assist us with the assessment of any claim.
14. When you claim you agree to provide us with any information we reasonably request, if there is a charge for this you must pay the charge.
15. If you make a false or exaggerated claim or any claim involving your dishonesty your Policy will end and we will not make any payments.
16. You may cancel this insurance at any time. If you cancel this insurance, you will receive a refund of your premium as shown in the table below provided that no claims have been made in the current period of insurance. If you pay by direct debit instalments you will be liable for any early cancellation fees that the finance company pass on to us.

Refund Table (Please note that if a claim has been made during the period of insurance there will be no refund due).

Time the Policy has run	Amount of refund	Time the Policy has run	Amount of refund
Up to 14 days	100% of annual premium	Under 6 months	40% of annual premium
15 days to 1 month	90% of annual premium	Under 7 months	30% of annual premium
Under 2 months	80% of annual premium	Under 8 months	20% of annual premium
Under 3 months	70% of annual premium	Under 9 months	10% of annual premium
Under 4 months	60% of annual premium	Over 9 months	No return of premium
Under 5 months	50% of annual premium		

17. We may cancel this insurance by sending to you 7 days notice by recorded delivery to your last known address. Our notice will state when The Policy will end and we will refund to you a pro-rata return of premium for the un-expired portion of the current period provided that no claim has been made.
18. You may cancel The Policy within 14 days of receiving the policy documents if The Policy does not meet your needs. We will refund any amount you have paid as long as no claims have been made during such period.
19. The Policy is a fixed term contract that can be paid monthly. If the monthly payment option is chosen, claims will only be paid on the understanding that the remaining monthly premiums for the policy period will still be collected and we reserve the right to require the premium to be paid in full, prior to payment of the claim.
20. If the premium has been paid in full and a claim is paid, no premium will be refunded if cancelled during the same period of insurance.
21. You are only covered under this insurance if you pay the premium. If you pay the premium by instalments and you miss an instalment you will have to pay this instalment immediately. If payment is not made within 10 days of the missed payment The Policy will stop automatically and we will not make any further claim payments.
22. You may choose the law that will apply to the Contract of Insurance. Unless otherwise agreed in writing by us, this contract shall be subject to English Law.
23. We will only provide cover under The Policy if all its conditions are met and all the information you give or have given us is true to the best of your knowledge.

24. Where cover is restricted to accidental, external and visible injury only, no cover is provided for losses arising from tendon, ligament or muscle strain or any internal or degenerative condition.
25. All cover will cease when you are no longer the owner or loaner of the horse/horse trailer/horse drawn vehicle.

RENEWAL

1. Regardless of your claims history at renewal we have the right to amend your Policy terms and conditions.

This may include the following:

- a) an increase in the premium
 - b) imposing terms, such as, the application of higher excesses
 - c) excluding cover
 - d) amending The Policy
 - e) changing your payment method
2. Renewal of any Policy is at our discretion. We have the right not to invite renewal. We will notify you in writing to your last known address if this is the case.
 3. If after we offer to renew your Policy, you tell us of an incident that happened during an earlier period of cover, we may change the standard premium and terms and conditions and add exclusions backdated to the renewal date.
 4. We will accept no responsibility for any Policyholder not receiving their renewal notice/invitation.

GENERAL EXCLUSIONS

The Policy does not cover the following:

1. Loss or destruction of, or damage to, any property, or expenses arising from any consequential loss. (That is any loss that occurs as an indirect consequence of an insured loss).
2. Any legal liability directly or indirectly caused by, or contributed by, or arising from:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from nuclear fuel being burnt.
 - Radioactive, poisonous, explosive or other dangerous properties or any explosive nuclear equipment or nuclear part of any equipment.
 - War, government action, terrorism, computer virus and hacking, invasion, riot, revolution or any similar event.
 - Pressure waves caused by aircraft and other flying devices travelling at or beyond the speed of sound (this exclusion does not apply to Sections 3 and 8).
3. Losses arising from you acting or behaving unlawfully.
4. Any pre-existing condition.

Claims Procedure: How to Claim

For a claims form:

- Call us on **0845 459 8990** or
- Fax us on **0845 459 8991** or
- Email us on **claimformrequest@amtrustequine.co.uk**
- We will send you a partially completed claim form based on the information you have so far provided. (Please check the details and amend if necessary.)
- Complete the claim form fully and accurately and, in the case of a claim for veterinary fees, death or Loss of Use – ask your vet complete the veterinary report form.
- Return the completed forms as soon as possible (invoices related to your claim can accompany your form or be sent separately when you receive them).
- We will advise you if any further documentation or information is required in order to assess the claim.

Important Claim Conditions

You must notify us of any incident or occurrence that could give rise to a claim within 60 days of the incident.

In the case of veterinary claims, the 60 days will be deemed to have started on the day your vet was first contacted.

If the horse dies or is humanely destroyed, you must arrange for a vet to confirm the cause of death by post-mortem examination. The cost of this examination will be your responsibility.

For any theft claim or disappearance, you must immediately inform the local police station, a crime reference number must be obtained. In the case of a claim for theft, formal proof of purchase or a valuation certificate will be required for any item of tack that valued at £400 or more.

Customer Care

We intend to provide you with accurate information, clear documentation and efficient service at all times.

If we do make a mistake, we will make every effort to resolve the problem immediately. If you have any questions about The Policy please **call us on: 0845 459 8990**.

Complaints

If you have any questions or concerns about your insurance or the handling of a claim, you should in the first instance contact:

Equine Claims Manager
AmTrust Equine
60 Cressex Enterprise Centre
Lincoln Road
High Wycombe
Buckinghamshire
HP12 3RL

We will respond to you within five working days of receiving your complaint. We will make every effort to resolve your complaint within four weeks, if we are unable to do so we will advise you when you can expect an answer.

If you remain unsatisfied after contacting the Equine Claims Manager at AmTrust Equine, you can contact the Claims Manager at AmTrust International Underwriters Ltd, 40 Westland Row, Dublin 2, Ireland.

If the matter has still not been resolved you may contact the Financial Ombudsman Service. Further information is available at www.fos.org.uk or call 0845 080 1800.

Data Protection

The data supplied by you will only be used for the purposes of processing your insurance policy, including underwriting, administration and the handling of claims. Data will be held in accordance with the Data Protection Act 1998.

We may respond to enquiries by the police, loss adjusters or other insurers, in the normal course of their investigations concerning your policy.

Where necessary to administer your policy effectively or to protect your interests, we may also disclose the data you have supplied to other third parties such as solicitors, vets, repairers or replacement companies.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon payment of an administration fee to inspect the personal data we are holding about you. If you wish to make such an inspection you should contact the Operations Manager at AmTrust International Underwriters Ltd, PO Box 10534 Dublin 2, Ireland.



AmTrust
Equine Insurance

We're all ears

If you have any questions regarding any part of The Policy then please feel free to call. One of our consultants will be more than happy to help.

AmTrust Equine
60 Cressex Enterprise Centre
Lincoln Road
High Wycombe
Buckinghamshire
HP12 3RL

T: 0845 459 8990

F: 0845 459 8991

E: enquiries@amtrustequine.com

W: www.amtrustequine.co.uk



AmTrust
Equine Insurance

AmTrust Equine is a business name of AmTrust International Underwriters Limited, PO BOX 10534 Dublin 2, Ireland. Authorised and regulated in Ireland and regulated by the Financial Services Authority (FSA) for conduct of business in the UK under reference number 203014.