

HORSE INSURANCE



AmTrust
Equine Insurance

Policy

Terms and Conditions



EFFECTIVE FROM: 01 FEBRUARY 2011
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AmTrust
Equine Insurance

For customer care

Call: 0845 459 8990

www.amtrustequine.co.uk

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, injury or disease.

Excess/Excesses

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 as confirmed by a qualified **Vet** acting on **Our** behalf.

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 **The 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**.

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 Insurer** is on risk as stated on the **Certificate of Insurance**.

Pre-existing Condition

Any illness, injury or disease that happened before the inception of the **Policy Period**.

Proximate Cause

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

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**.

Statement 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 **Statement of Facts** and this Policy Terms and Conditions.

The Policyholder/You/Your/Yourself

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 trading name of AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG authorised and regulated by the Financial Services Authority (FSA) firms reference number 202189.

CONTRACT OF INSURANCE

The Policy is a contract between **You**, **The Policyholder** and **Us**, AmTrust Europe Limited trading as AmTrust Equine.

The contract is made up of the **Statement 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 **Policy Period**. The sections **You** have covered are shown on the **Certificate of Insurance**.

The Policy only applies within the United Kingdom, Guernsey and Jersey. 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, Polo Crosse, 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 British Equine Veterinary Association (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 **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 on 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 and Visible Injury** unless agreed by **Us** and stated on the **Certificate of Insurance**.

6. Any amount for death of a foal 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 and 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 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** Department of Environment, Food and Rural Affairs (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 premium 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 **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.
3. 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 and **We** will reinstate **Your** Policy.

We will pay

1. The **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 another person unless the other person 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 **Our Vet** over the diagnosis, treatment, condition or incapacity, the **Horse** shall be referred to an independent veterinary specialist mutually agreed upon by **You** and **Us** (both parties).
5. 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 both 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 both parties shall request the President of the Royal College of Veterinary Surgeons to appoint an independent veterinary specialist.
6. **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.

7. 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 checkups and maintenance.
8. **You** must at all times provide proper daily care and attention to the **Horse** as detailed by the National Equine Welfare Council (NEWC) in their Code of Practice.
9. **We** reserve the right to investigate and challenge any veterinary 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** 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. Cover applies only where **Complementary Treatment** has been specifically recommended by the attending **Vet** and agreed by **Us** prior to the commencement. **Complementary Treatment** is limited to £500 and forms part of the total limit shown in the **Certificate of Insurance**.
4. Please note: In respect of remedial/corrective farriery, **We** will pay the difference between the cost of **Your Horse's** normal shoeing and the remedial shoeing.
5. Costs in respect of diagnostic investigations where clinical evidence of injury or illness is established. The amount **We** will pay 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 has 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 arising as a result of an occurrence within the first 14 days of insurance unless relating to **Accidental, External and 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** on 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**.
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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, Guernsey and Jersey and will not apply to any action for damages brought against **You**, in any countries outside these areas.

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 or for 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 motor vehicle that requires third party insurance 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, contributed to, 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 "British Standards Institution (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 qualified and registered 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	£5,000	£10,000
	Persons 18 to 75 years inclusive	£10,000	£20,000
B) In respect of loss of one or both hands or arms	Persons 5 to 17 years inclusive	£5,000	£10,000
	Persons 18 to 75 years inclusive	£10,000	£20,000
C) In respect of total permanent blindness in one or both eyes	Persons 5 to 17 years inclusive	£5,000	£10,000
	Persons 18 to 75 years inclusive	£10,000	£20,000
D) In respect of loss of one or both feet or legs	Persons 5 to 17 years inclusive	£5,000	£10,000
	Persons 18 to 75 years inclusive	£10,000	£20,000
E) Permanent total disability rendering You unfit for work of any kind	Persons 5 to 17 years inclusive	£5,000	£10,000
	Persons 18 to 75 years inclusive	£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 accident.
2. Any amount if **You** 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 **Policy Period** 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 **Policy Period**.

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 Saddlery and Tack** is recovered undamaged, **You** must repay the full amount **We** have paid to you.
5. If **Your Saddlery and Tack** is recovered damaged, **You** must arrange to have it sent to **Us**.

We will pay

1. The **Sum Insured** or **Market Value** of the **Saddlery and Tack** 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.
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 Saddlery and 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 any individual item of **Saddlery and 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 an **Accidental, External** and **Visible Injury** or contracts a physical illness that permanently prevents it from performing the activities 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 **You** and **Us** (both parties).
5. 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.
6. If both 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 both parties shall request the President of the Royal College of Veterinary Surgeons to appoint an independent veterinary specialist.
7. 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 by **You**.

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 be 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 **Initial 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 **Accidental and External Visible Injury**.
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 to **Us** 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 **Horse Trailer** or **Horse Drawn 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 **Horse Trailer** or **Horse Drawn Vehicle**, **The Policy** will cease on the date the claim is settled and any outstanding premium must be paid to **Us** by **You**.

We will pay

The costs of economic repairs or up to the **Sum Insured** or the **Market Value** of the vehicle whichever is less.

1. If the **Horse Trailer** or **Horse Drawn Vehicle** is stolen and not recovered within 30 days of the date the theft was reported to the police.
2. If the **Horse Trailer** or **Horse Drawn 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 to, or loss of the **Horse Trailer** or **Horse Drawn Vehicle** whilst being used for racing.
3. Any amount in respect of damage to, or loss of the **Horse Trailer** or **Horse Drawn Vehicle** if being used for hire and reward or any business purpose.
4. Any amount if the vehicle is stolen unless wheel clamped and/or 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 manufacturer's instructions.
7. Malicious damage caused by **You**, **Your Immediate 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** on 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 **Horse Trailer** or **Horse Drawn Vehicle**.

General Conditions

1. At the start of the **Policy Period**, 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 Period** or before any **Horse** was added during the **Policy Period**, **We** may change the standard premium and terms and conditions and add exclusions backdated to the inception date of **The Policy**.
2. 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.
3. **You** must provide proper care and attention for the **Horse** by agreeing a health care plan with **Your** nominated equine veterinary practice to include details of worming, vaccination and dental health including an annual dental inspection. Feet should be regularly trimmed and balanced by a registered farrier or podiatrist. Full records should be kept.
4. In the event of any accident, illness, disease, **Incident** or theft, **You** must immediately inform **Us** by telephone, fax or e-mail, no later than 60 days from the date it first happened.
5. The **Certificate of Insurance** including any endorsements, this Policy Terms and Conditions and the **Statement of Facts** form the contract.
6. 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**.
7. **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.
8. **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.
9. 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.
10. All cover will cease when **You** are no longer the owner or loaner of the **Horse/Horse Trailer/Horse Drawn Vehicle** covered under **The Policy**.

General Exclusions

The Policy does not cover the following:

1. Loss or destruction of, or damage to, any property, or expenses arising from any losses that are not directly associated with the event or **Incident** that caused **You** to claim.
(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 computer 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**.

Renewals

1. Regardless of **Your** claims history at renewal **We** have the right to amend **Your** policy terms and conditions.
2. 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
3. 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.
4. If after **We** offer to renew **Your** policy, **You** tell **Us** of an occurrence or **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.
5. **We** will accept no responsibility for any **Policyholder** not receiving their renewal notice/invitation once sent by **Us**.

Cancellations

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**.

1. **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.
2. **You** may cancel **The Policy** within 14 days of receiving the policy documents for example 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.
3. **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.
4. 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.
5. **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.

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		

Claims Procedure

For a claims form: Call us on **0845 459 8990** or Fax us on **0845 459 8991**
or Email us at claimformrequest@amtrustequine.co.uk

- **We** will send **You** claims form based on the information **You** have so far provided.
- 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** to 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

1. **You** must notify **Us** of any **Incident** or event that could give rise to a claim within 60 days of the **Incident** or event.
2. In the case of veterinary claims, the 60 days will be deemed to have started on the day **Your Vet** was first contacted.
3. 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.
4. 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 **Saddlery** and **Tack** that is valued at £400 or more.
5. 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.
6. **The Policy** does not cover any claim arising from a **Pre-existing Condition**.
7. **The Policy** does not cover any claim arising from **Your** acting or behaving unlawfully.
8. 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).
9. 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 **Us**.
10. **We** may settle any claim by making cash payment or by reinstating, repairing or replacing the item (in respect of **Saddlery and Tack**, **Horse Trailers** and **Horse Drawn Vehicles**).
11. **We** reserve the right to instruct loss adjusters and any other investigative services to assist **Us** with the assessment of any claim.
12. 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, for example vets reports, doctors reports.
13. 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.
14. **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.
15. 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.

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**, **You** can contact **Us** at:

AmTrust Equine
Axis 40
Oxford Road
Stokenchurch
Buckinghamshire
HP14 3SX

T: 0845 459 8990
F: 0845 459 8991
E: enquiries@amtrustequine.com
W: www.amtrustequine.co.uk

Complaints

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

The Claims Manager
AmTrust Equine
Axis 40
Oxford Road
Stokenchurch
Buckinghamshire
HP14 3SX

We will respond to **You** within five working days of receiving **Your** complaint. **We** will make every effort to resolve **Your** complaint within eight weeks, if **We** are unable to do so **We** will advise **You** when **You** can expect an answer.

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 **0800 0 234 567**

Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or be contacted on **020 7892 7300**

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 Compliance Officer at:

AmTrust Europe Ltd
Market Square House
St James's Street
Nottingham
NG1 6FG

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
Axis 40
Oxford Road
Stokenchurch
Buckinghamshire
HP14 3SX

T: 0845 459 8990

F: 0845 459 8991

E: enquiries@amtrustequine.com

W: www.amtrustequine.co.uk



AmTrust
Equine Insurance

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