



Animal Friends Insurance

Your Ethical Choice

Your Complete Guide to Your Mature Horse Policy

Require any assistance?
Call one of our helpful team:

 **0344 557 0300**

Policy Booklet Effective Date:

10th May 2016

Thank you for choosing to insure your companion with Animal Friends Insurance Services Limited, underwritten by Red Sands Insurance Company (Europe) Limited.

Animal Friends was founded in 1998 with the sole aim of providing pet insurance as a means to help support animal welfare charities. The company's ethos, aims and values have enabled us to become one of the UK's leading pet insurance specialists.

As fellow horse lovers we hope that you do not have a reason to make a claim. However, in the event that you do, you can be assured you will receive an excellent and understanding service from our specialist team of equine claims assessors.

It is important to read your policy documents carefully to ensure that the information is correct and the cover is exactly what you need; please particularly note any general or specific exclusions that have been applied to your policy.

If there is anything that requires amending or you need further assistance, then please do not hesitate to contact one of our friendly and dedicated team on **0344 557 0300**.



Elaine Fairfax

Founder and Managing Director
Animal Friends
Insurance Services Ltd.

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Your Policy Summary

Animal Friends Insurance is underwritten by Red Sands Insurance Company (Europe) Ltd.

This policy is a fixed-term contract of insurance that provides cover for the cost of vet treatment required by your horse along with additional cover. You may need to review and update the cover provided by your policy periodically to ensure it remains adequate for your horse.

By applying for this policy, you confirm that you meet the minimum inception criteria outlined in this document and that your demands and needs for veterinary cover are met by the features and benefits of this policy, now and in the future.

The following table provides a summary of the key policy features and benefits and any significant limits or exclusions. Please refer to your policy schedule to check the operative sections applicable. The optional covers available are shown in grey below.

For full policy details and our full terms and conditions, please read your policy wording.

What is Covered?	What is not Covered? Significant Exclusions or Limitations	Policy Limits	Page Ref
<p>Vet Fees - Injury (Mandatory Cover)</p> <p><i>We will provide cover for;</i></p> <p>Veterinary treatment and/or complementary medicine for your horse up to the maximum benefit limit.</p> <p>(The benefit limit is applied separately to every unrelated injury or condition claimed for).</p> <p>Cover is provided for up to 365 days only from the date of occurrence, up to your policy limit, regardless of whether or not treatment has commenced.</p>	<ul style="list-style-type: none"> Any Illness Any claim or cost that first showed clinical signs before the commencement date or within the first 14 days. Any claim that is caused by, relates to or results from an injury, or clinical signs your horse had before the commencement date. Cosmetic, preventative, elective and routine treatments and/or examinations. Any dental or gum treatment. The cost of any treatment for behavioural problems or for any conditions arising as a result of the same. Any cost for out of hours calls/ non-essential hospitalisation and ambulance costs unless a vet confirms that your horse was suffering from a life-endangering condition. (Your personal circumstances will not be covered). Any costs in respect of euthanasia, cremation, burial or disposal. Any costs incurred in carrying out a post mortem examination. The cost of any veterinary treatment or complementary treatment for an illness if your horse is aged under 20 years old. 	<p>Mature</p> <p>Maximum Benefit Limit per condition is £2,000 per policy year.</p> <p>Excess</p> <p>An excess is payable for each condition where the treatment dates fall within different policy years.</p>	p.13/14/ 15

What is Covered?	What is not Covered? Significant Exclusions or Limitations.	Policy Limits	Page Ref
<p>Death of Mature Horse from Injury (Optional Cover)</p> <p><i>We will provide cover for;</i></p> <p>The market value, purchase price paid, or the amount specified in your schedule up to the maximum benefit limit, if your horse dies, due to an injury.</p> <p>(NB: If we pay a claim under this section we will cancel your policy with effect from the date we pay the claim. No refund of premium will be due).</p>	<ul style="list-style-type: none"> Any claims for death or euthanasia of your horse caused by a pre-existing condition. Any claim if your vet or our veterinary advisor believes the injury your horse is suffering from can be treated. Any claim after the end date. Any claim if your vet or our veterinary advisor believes it is humane to keep your horse alive. Any claim for euthanasia of your horse if it does not meet the current BEVA guidelines for the destruction of horses. Any claim if it results from an injury whilst taking part in an activity not specified in your schedule. The cost of a post mortem examination. Any claim if your horse is under the age of 20. 	<p>Mature</p> <p>Maximum Benefit Limit of £1,500 for accident related death only.</p>	p.16/17
<p>Disposal (Where 'Death of Mature Horse from injury' cover has been selected)</p> <p><i>We will provide cover for;</i></p> <p>The cost or removing and disposing your horse's body following death or euthanasia as a result of an injury.</p>	<ul style="list-style-type: none"> Any claim or costs for disposal caused by a death which is as a result of an injury excluded from your policy under the terms and conditions. Any claim if Section 2 of your policy is not operative. Any claim if it is not submitted within 365 days of your horse's death. 	<p>Maximum Benefit Limit of £200</p>	p.18
<p>Loss by Theft and Straying (Optional cover)</p> <p><i>We will provide cover for;</i></p> <p>The market value, the purchase price paid, or the amount specified in your schedule, up to the maximum benefit limit, if your horse is stolen or lost for more than 90 days.</p> <p>We will also pay towards the advertising and reward costs for your horse.</p>	<ul style="list-style-type: none"> Theft or loss of your horse which involves your employee's dishonesty. Theft or loss by voluntarily parting with your horse or tricked into parting with it, unless the person was looking after or transporting your horse in return for goods, money or services. Any advertising or reward costs where you have not first obtained AFI's written agreement. Any reward to a member of your family, to any person known to you, or to the person who is caring for your horse at the time of the incident. 	<p>Mature</p> <p>Maximum Benefit Limit of £1,500.</p> <p>Advertising & Reward</p> <p>*Up to 15% of the sum insured value with a maximum amount claimable of £300.</p>	p.19/20

What is Covered?	What is not Covered? Significant Exclusions or Limitations.	Policy Limits	Page Ref
<p>Third Party Liability (Optional Cover)</p> <p><i>We will provide cover for;</i></p> <p>Where property is damaged or someone is killed, injured or becomes ill as a result of an incident involving your horse or your horse trailer (if covered) and you are legally responsible we will pay up to the benefit limit specified in your schedule.</p>	<ul style="list-style-type: none"> Any claim or cost; for defending you where we have not agreed to it in writing beforehand; if you are legally liable because of a contract you have entered into; if the claimant is a person who lives with you, is a member of your immediate family or is employed by you; which involves your employment, profession, occupation or business; which results from the hiring out or lending of your horse to any third party; if you, a member of your immediate family or any person who lives with you or is employed by you is responsible for or is looking after the property damaged; if your horse is a racehorse; following your prosecution under the provisions of the (Protection of Livestock) Act 1953. 	<p>Mature</p> <p>Maximum Benefit Limit of £2,000,000.</p> <p>An excess is payable per claim of £250 or £500.</p>	p.21/22/ 23
<p>Personal Accident and Dental (Optional Cover)</p> <p><i>We will provide cover for;</i></p> <p>Bodily injury, permanent blindness, loss of limb, permanent total disablement and or dental treatment, if you are killed, injured or become ill when riding your horse, up to the maximum amounts as per the benefit table.</p>	<ul style="list-style-type: none"> Any claim or cost; For more than one of the benefits listed in items 6.1.2 to 6.1.6 of the benefit table. Death if this occurs more than 4 weeks after the date you were injured. For permanent total disablement until 52 weeks after the date of the accident. For temporary total disability after 52 weeks. Any hospital benefit after 30 days. Deliberately exposing yourself to exceptional danger. An accident resulting in a head or spine injury if you were not wearing the required safety standard protective headgear or body protector. 	<p>Mature</p> <p>Maximum Benefit Limit of £10,000 per policy year. (See Benefit scale 6.1).</p> <p>Dental Treatment up to a maximum of £750 per policy year.</p>	p.24/25/ 26

What is Covered?	What is not Covered? Significant Exclusions or Limitations.	Policy Limits	Page Ref
<p>Saddlery and Tack (Optional Cover)</p> <p><i>We will provide cover for;</i></p> <p>The market value, the purchase price paid or the amount specified in your schedule, (whichever is the lesser amount), if your saddlery and tack is lost, stolen, or damaged.</p>	<ul style="list-style-type: none"> Theft from any premises unless the security in operation includes a lever Mortice or Chubb deadlock in operation on all doors and securely locked windows. Theft from a vehicle unless in a locked boot or covered luggage area in your locked vehicle. Theft unless there is proven forcible or violent entry. Any item not designed to be worn by a horse or pony. Any item over £350 if you do not have the original purchase receipt. Any cost for adjusting the saddlery and tack to fit your horse. Any rugs or horse blankets. Loss or damage caused by wear and tear, any damage caused by your horse, the actions of moths, insects, vermin, pests or any other gradual wear and tear or deterioration. 	<p>Mature</p> <p>Maximum Benefit Limit of either £1,500/£3,000/£5,000 per policy year, depending on level of coverage selected.</p> <p>Excess</p> <p>An excess is payable per claim of £100.</p>	p.27/28
<p>Horse Trailer (Optional cover)</p> <p><i>We will provide cover for;</i></p> <p>Either the market value, the purchase price paid or the amount specified in your schedule, (whichever is the lesser amount), if your horse trailer is lost, stolen, damaged or destroyed during the policy period.</p>	<ul style="list-style-type: none"> Loss or damage caused in the process of cleaning, restoration or repair. Tyres damaged by punctures, cuts, bursts or braking. Loss, damage or destruction caused by an attempted theft; theft or malicious damage if you have not fitted a wheel clamp, tow hitch lock or put it in an enclosed and securely locked building. Legal liabilities to third parties of any nature. 	<p>Mature</p> <p>Maximum Benefit Limit of either £1,500/£3,000/£5,000 per policy year.</p> <p>Excess</p> <p>An excess is payable per claim of £100.</p>	p.29

What happens if I take out cover and then change my mind?

(Please refer to section 11 of the policy wording)

If AFI receives your written request to cancel this policy within 14 days of the commencement date, then, if you have not made a claim, we will give you a full refund of any premium you have paid less any applicable taxes or duties payable.

If you wish to cancel after 14 days of the commencement date and you have not made a claim you can cancel at any time and will be entitled to the return of the unexpired portion of your premium. However, we will deduct the reasonable cost of setting up and administering this policy. Please note if a claim has been submitted or is pending, we will not refund any premium.

How do you make a claim? (Please refer to section 13 of the policy wording)

On the happening of any accident, illness, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, you must either: download a claim form from www.animalfriends.org.uk; or contact AFI by email on claims@animalfriends.co.uk or telephone on 0344 557 0300 (option 2) and request AFI to send you a claim form.

Full instructions of how to complete the claim form will be provided. Completed claim forms must be posted to; AFI at Animal Friends House, No.1 The Crescent, Sun Rise Way, Amesbury, Wiltshire, SP4 7QA.

How do you complain? (Please refer to section 14 of the policy wording)

If you are unhappy with the level of service you have received please write to the;

Customer Liaison Department at AFI, Animal Friends House, No. 1 The Crescent, Sun Rise Way, Amesbury, Wiltshire, SP4 7QA or complaints@animalfriends.co.uk or 0344 557 0300.

If you do not receive satisfaction through our internal procedures, and we have issued you with a final response, you can then refer your complaint to the Financial Ombudsman Service.

Their address is: Exchange Tower, London, E14 9SR or they can be contacted on 0300 123 9123.

Would I receive any compensation if the Insurer were unable to meet its liabilities? (Please refer to section 12 of the policy wording)

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 7741 4100.

Who is the Insurer?

This scheme is underwritten by Red Sands Insurance Company (Europe) Limited (Red Sands), registered in Gibraltar under number 87598, registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Red Sands is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 Insurance Companies Act 1987 of Gibraltar and is a member of the Financial Services Compensation Scheme (FSCS) and the Association of British Insurers (ABI).

Who is the Administrator?

Our administrator, Animal Friends Insurance Services Limited, is authorised and regulated by the Financial Conduct Authority (FCA registered no: 307858). Animal Friends Insurance Services Limited, Animal Friends House, No. 1 The Crescent, Sun Rise Way, Amesbury, Wiltshire, SP4 7QA. email: info@animalfriends.co.uk Tel: 0344 557 0300 Fax: 0344 557 1244.

Other Important Information

Relevant law of England and Wales shall apply to the policy and the relevant courts of the law of England and Wales will have exclusive jurisdiction unless you have asked for another law and we have agreed to this in writing before the commencement date.

In accordance with the Equality Act 2010 we are able to provide, upon request, a textphone facility, audio tapes and large print documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

Your Policy Wording

Definitions

When Interpreting This Policy:

- References to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa
- monetary references are in UK pounds sterling.
- certain words and expressions used in this policy have a specific meaning.

The following words will have the meanings described below wherever they appear in this document.

Accident means a sudden, unforeseen, and unintended event causing injury to your horse.

Activity/ activities means the following classes of activities you have selected to insure your horse for and as shown in your schedule;

Class 1 - Includes the following:

- Horses at Grass; Retired Horses; Hacking; Dressage (up to and including Preliminary level British Dressage) and Flat Schooling (to include movements no higher than Preliminary level British Dressage).

Class 2 – Includes the activities listed in Class 1 above plus the following:

- Rearing and breaking; Heavy Horses ; Western riding; Gymkhana; Endurance Rides (up to 25 miles (40km)); Dressage and Flat Schooling (from Novice to Medium level British Dressage (BD)); Foals 30 days to 12 months; Show Jumping (up to a maximum height of 1 meter or British Showjumping (BS) Discovery level); Hunter Trials and Cross Country (up to a maximum height of 1 meter or British Eventing (BE) 100); Pony club activities (Jumping to a maximum of 1 meter, and Dressage to a maximum of Medium level British Dressage (BD)); Riding Club activities (Jumping to a maximum of 1 meter, and Dressage to a maximum of Medium level British Dressage (BD)); Vaulting; Le Trec; Showing and local shows (Jumping to a maximum of 1 meter); Fun rides (up to 25 miles (40km); Private driving.

(Please note: We do not cover the activities of hunting including that of drag hunting and cubbing; point to point racing; flat racing; polo; horse ball or team chasing).

AFI means Animal Friends Insurance Services Limited, who is the administrator for all sections of this policy and whose registered office is situated at Animal Friends House, No.1 The Crescent, Sun Rise Way, Amesbury, Wiltshire SP4 7QA.

Bodily Injury means an injury sustained by an insured person during the period of insurance and is caused by an accident including death or permanent total disablement resulting from the medical or surgical treatment of the sustained Injury occurring within 365 days of the date of the accident.

Clinical signs means changes in your horse's normal healthy state, condition, appearance, its bodily functions or behavior.

Commencement date means the date and time when cover first starts as noted in your schedule.

Complementary medicine means the following procedures, where they are used to treat an accidental injury:

Acupuncture, chiropractic manipulation, nutraceuticals, herbal medicine, homeopathy, hydrotherapy, osteopathy, physiotherapy, and remedial farriery. Treatment must be administered by a suitably qualified practitioner or vet following a recommendation from a qualified vet.

Condition means any injury sustained during, or resulting from, a single accident.

Elective treatment means any treatment, diagnostic procedures or other procedures you request to be carried out, which your vet confirms is not medically required.

End date means the date on which this policy ends, which will be the earliest of the following:

- the date your horse dies, is lost or is stolen;
- the expiry of the current policy period;
- if you fail to renew this policy;
- we choose not to renew this policy for whatever reason;
- if all of your premiums are not up to date;
- the date you cancel this policy;
- the date we cancel this policy.

Excess is the amount you pay towards a claim under the Vet fees, Saddlery & Tack, Horse Trailer and Third Party liability sections of cover and as specified in your schedule.

Horse as defined in this wording includes the type of donkey or pony or horse we have accepted as covered and specified in your schedule as the subject matter of this insurance.

Injury means physical damage or trauma to one or more parts of your horse's body as a result of an accidental cause.

Loan means an agreement where a person other than the owner of the horse is responsible for the horse's stabling, grazing, health, and general care and this has been documented via a loan agreement between you and the owner of the horse shown on your schedule.

Loss of limb means a physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total irrecoverable loss of use of hand, arm or leg.

Market value (When used in reference to the insured horse): Means the price usually paid for a horse of the same age, breed, bloodline, sex and breeding ability at the time a claim is made under this insurance.

Market value (when used in reference to saddlery and tack and horse trailer): Means the

Section 1

Vet Fees For Mature Horse - Injury Only

price usually paid for saddlery or a horse trailer of the same age, type and condition as yours immediately before the loss, theft or damage occurred.

Permanent total disablement means a condition which entirely prevents the insured person from attending to any business or occupation of any and every kind and lasts 52 weeks and at expiry of that period being beyond hope of improvement.

Pre-existing condition means:

- any condition, symptom or sign of a condition occurring or existing in any form prior to the commencement date.

Replacement value means the price generally paid for new saddlery and tack of the same brand, make and type that is insured under this policy and is the subject of a claim.

Riding means riding, driving, leading, mounting, dismounting or handling your horse.

Riding establishment means any stables, which hires out horses or ponies for riding or instruction and must be licensed under the riding establishments Acts 1964 and 1970.

Saddlery and tack means saddles, bridles, leathers, irons, harnesses, and other riding tack, specifically restricted to those items normally attached to the horse while it is being used for the activities shown in your schedule. Please note that rugs and horse blankets are not covered.

Temporary total disablement means a condition which prevents you from carrying out all the duties of your job and if you are retired or not working under a contract of employment we will pay your medical expenses due to your injury up to the weekly benefit.

Treatment means any examination, consultation, advice, tests, x-rays, slides, ultrasound, MRI, medication, surgery or nursing care provided by a veterinary practice or member of a professional organisation acting under their direction.

Vet means a current qualified member of the Royal College of Vet Surgeons. For treatment outside the UK, Isle of Man or the Channel Islands, a person registered to practice vet surgery in the country treatment is administered.

Vet fees means reasonable, customary and essential fees typically charged by a vet in the provision of treatment.

We, our, us means Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

You, your means the person named as the policy owner in your schedule.

1.1 Cover

We will pay up to the benefit amount as specified in your schedule for treatment and or for complementary medicine for your horse. The benefit limit is applied separately to every unrelated injury or condition claimed for.

1.2 Specific Conditions

1.2.1 Level of veterinary fees allowed:

We reserve the right to obtain a second opinion from our veterinary advisor where we consider:

- Vet fees charged appear greater than conventional fees charged by an attending referral practice; and/or
- Treatment received may not have been required or may have been excessive when compared with treatment conventionally undertaken by an attending/referral practice.

1.2.2 Where there is a dispute we will pay only those vet fees deemed reasonable and essential by our vet advisor. In addition we reserve the right to pay only up to a 100% mark up on veterinary medication inclusive of any dispensing fee charged by your vet.

1.2.3 If total veterinary fees appear likely to exceed £1,500 you must notify AFI immediately for pre-authorisation.

1.2.4 You agree that any disagreement between your vet and our veterinary advisor over veterinary treatment will be referred to an independent vet, agreed by both parties, who will act as arbitrator resulting in his decision being accepted.

1.2.5 Please note that where a condition is affecting one body part of which your horse has two, one each side of the body (e.g. ears, eyes, knees, hocks) this will be considered a bilateral condition and when applying the benefit limit or an exclusion bilateral conditions are considered as one condition.

1.2.6 Please note if your horse first showed any clinical signs or was diagnosed with a condition during the first 14 days from the commencement date or prior to the commencement date, we reserve the right to apply an exclusion to your policy in respect of this condition.

1.2.7 Please note cover is provided for up to 365 days only from the date of occurrence, up to your policy limit, regardless of whether or not treatment has commenced.

1.3 Exclusions

The following are excluded from cover:

- 1.3.1** Any pre-existing condition or claim for costs resulting from an injury that relates to or results from an accident, injury or clinical signs your horse had prior to the commencement date.
- 1.3.2** Any injury that has the same diagnosis or clinical signs as an injury your horse had prior to the commencement date.
- 1.3.3** Any accident or injury that occurs or shows clinical signs within 14 days of the commencement date.
- 1.3.4** Costs resulting from or related to any excluded condition as shown in the schedule.
- 1.3.5** We will not pay claims for an illness.
- 1.3.6** Any claims for cryptorchidism (retained testes).
- 1.3.7** Any claims for shoeing and/or the routine care of your horse's feet.
- 1.3.8** Costs for cosmetic treatment, elective treatment, routine treatment or preventative treatment recommended by a vet to prevent an Injury or illness and any claims as a result of these procedures unless specifically noted on the schedule
- 1.3.9** The cost of any veterinary treatment or complementary treatment that you choose to have carried out, that is not required to treat an injury, including any complications that arise from this treatment.
- 1.3.10** Any dental and/or gum treatment including any conditions arising from or associated with the teeth and/or gums and any resulting or related treatments.
- 1.3.11** Treatment received by your horse after the end date.
- 1.3.12** The cost of any treatment if a claim has not been submitted within 90 days of the first date your horse received treatment.
- 1.3.13** The cost of any treatment that arises from a vice or behavioural problems or for any conditions arising as a result of the same.
- 1.3.14** Any costs for out-of-hours calls/non essential hospitalisation and ambulance costs (where covered) unless a vet confirms that your horse was suffering from a life-endangering condition. Your personal circumstances will not be covered.
- 1.3.15** Costs which are not supported by an original receipt or invoice itemising the treatment costs incurred.
- 1.3.16** The cost of any diet food, even if prescribed.
- 1.3.17** The cost of dietary supplements unless used as a nutraceutical to treat the condition being claimed for.
- 1.3.18** The cost of any veterinary treatment or complementary treatment for any injury deliberately caused by you, a member of your immediate family or the person who has your horse on loan.
- 1.3.19** Any costs in relation to hereditary or congenital conditions.
- 1.3.20** Any costs in respect of euthanasia, cremation or burial of your horse.
- 1.3.21** Any costs incurred in carrying out a post mortem examination.
- 1.3.22** Any costs associated with routine or investigative laboratory tests or procedures unless clinical signs /symptoms exist and the tests and procedures are to diagnose a specific condition.
- 1.3.23** Any extra fees on external laboratory fees. We will only pay the external fee plus up to £20 for post and packaging and Interpretation.
- 1.3.24** Any costs for purchasing or hiring equipment or machinery to treat your horse.
- 1.3.25** Any charges made by your vet for a prescription charge.
- 1.3.26** Any costs in respect of stabling, grazing, feeding or any changes in the way you look after your horse, other than when your horse is hospitalised at a veterinary practice or surgery. This includes livery and nursing costs incurred at a complementary therapy centre.
- 1.3.27** More than 50% of the livery and nursing costs when your horse is hospitalised at a veterinary practice or surgery. You will be responsible for the remaining 50% of these costs.
- 1.3.28** The cost of any veterinary treatment or complementary treatment for an injury if your horse is aged under 20 years.
- 1.3.29** Any costs for treatment that you could carry out yourself which is not veterinary treatment or complementary treatment, unless a vet confirms that a vet or a member of a veterinary practice must carry this out. This includes the use of horse-walkers.
- 1.3.30** Any costs for transporting your horse to, or from, its place of veterinary treatment or complementary treatment.
- 1.3.31** The cost of any veterinary treatment or complementary treatment that results from an Injury or an illness while taking part in an activity not shown as covered in your schedule.
- 1.3.32** Continuation claims unless you have paid the required premiums to keep your policy in force.
- 1.3.33** Any costs for medicines prescribed or supplied with the intention for them to be used in excess of 365 days of when the original claim occurred or after the end date of your policy.
- 1.3.34** An excess is payable for each condition where the treatment dates fall within different policy years

Section 2

Death Of Mature Horse From Accidental Injury

2.1 Cover

We will either pay the market value, the purchase price paid or the amount specified in your schedule (whichever is the lesser amount), following death or euthanasia of your horse due to an accidental injury that occurred or first showed clinical signs within 365 days of the date of death. Where your horse is on loan to you, this benefit will be paid to the horse owner.

2.2 Specific Conditions

- 2.2.1 The death must occur within 365 days of the injury occurrence.
- 2.2.2 If your horse dies, you must arrange and pay for a qualified vet to certify the cause of death and, at your own expense, conduct a post-mortem examination if we require one.
- 2.2.3 You must tell us before the euthanasia of your horse is carried out, unless your vet believes there was no time as your horse needed immediate euthanasia.
- 2.2.4 The euthanasia of your horse must meet the current British Equine Veterinary Association (BEVA) Guidelines for the Destruction of Horses Under an All Risks of Mortality Insurance Policy (1996).
- 2.2.5 You agree that any disagreement between your vet and our veterinary advisor over your horse's injury will be referred to an independent vet, agreed by both parties, who will act as arbitrator resulting in his decision being accepted by both parties. This does not affect your legal rights.

2.3 Exclusions

The following are excluded from cover:

Any claim for death or euthanasia of your horse;

- 2.3.1 caused by an illness.
- 2.3.2 pre-existing condition.
- 2.3.3 if the claim occurs within 14 days of the commencement date.
- 2.3.4 if your vet or our veterinary advisor believes the injury your horse is suffering from can be treated.
- 2.3.5 if your vet or our veterinary advisor believes it is humane to keep your horse alive.
- 2.3.6 if you, a member of your immediate family or any person who lives with you or is employed by you or anyone looking after your horse deliberately caused the death or euthanasia of your horse.

- 2.3.7 if it results from drugs or medication given to your horse, other than as directed by a vet or under the direction of your vet.
- 2.3.8 if it results from an injury while taking part in an activity not covered on your schedule.
- 2.3.9 if it results from a vice particular to your horse; and/or from your horse's behaviour or behavioural problems.
- 2.3.10 if it is not submitted within 365 days of your horse's death.
- 2.3.11 if the horse is destroyed under the order of any government, local authority or any other authority.
- 2.3.12 if it occurs after the end date.

Any claim for:

- 2.3.13 a mare's unborn foal, embryo or foetus.
- 2.3.14 the cost of a post mortem examination.
- 2.3.15 legal liabilities to third parties of any nature.
- 2.3.16 financial loss, costs, and expenses of any kind.
- 2.3.17 costs in excess of the benefit limit.

Section 3

Disposal Of Mature Horse

3.1 Cover

We will pay, up to the benefit limit as specified in your schedule, for the cost of removing and disposing your horse's body following death or euthanasia as a result of an accidental injury that occurs, or that first shows clinical signs, during the policy year.

3.2 Exclusions

The following are excluded from cover:

- 3.2.1 Any claim in excess of the benefit limit.
- 3.2.2 Any claim where the cause of death, or reason for euthanasia of your horse is excluded under section 2 'Death of Horse'.
- 3.2.3 Any claim if Section 2 'Death of Mature Horse from Accidental Injury' is not operative as specified in your schedule.
- 3.2.4 Any claim if it is not submitted to AFI within 365 days of your horse's death.

Section 4

Loss By Theft Or Straying

4.1 Cover

We will either pay the market value, the purchase price paid, or the amount specified in your schedule, (whichever is the lesser amount), if your horse is not found within 90 days of straying or being stolen.

We will pay an additional amount up to 15% of your horse's benefit limit, as specified in your schedule, to a maximum of £300, to cover the cost of advertising for your lost horse and/or paying a reward which leads to getting your horse back, provided that you first obtain AFI's written agreement.

We will also pay, up to a maximum amount of £1,000, towards the costs you are legally liable to pay a registered rescue organisation to rescue or attempt to rescue your horse.

4.2 Specific Conditions

- 4.2.1 You must report the loss of your horse to the local police immediately on discovery of the loss or theft (you will need to provide us with the crime reference number) and to at least one rescue centre in the area.
- 4.2.2 You must provide original evidence of your legal ownership of the horse when you submit a claim including an original copy of the loan agreement signed by both parties, if applicable.
- 4.2.3 If your horse is subsequently recovered you must repay us the full amount we paid to you. In any event, we will not accept salvage of your horse in the event of its recovery in any circumstances.
- 4.2.4 If we settle a claim for theft or straying we will cancel your policy with effect from the date we settle the claim. No refund of premium will be due to you and we will pay the owner direct.
- 4.2.5 You must ensure any area in which your horse/pony is kept is appropriately fenced or otherwise secure and all reasonable steps must be taken to prevent escape.
- 4.2.6 When loading your horse/pony into or out of your trailer/lorry, you must ensure that any headcollar, leadrope, lunge line, and/or leading bridle is in good condition and correctly fits your horse/pony to prevent escape.

Section 5

Third Party Liability

4.3 Exclusions

The following are excluded from cover:

Any claim for;

- 4.3.1 Theft or loss of your horse which involves your employees dishonestly.
- 4.3.2 Theft of loss if you, or the person looking after your horse has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the horse's loss would not be deemed to have been stolen, i.e. abandoned deliberately, unless the person was looking after or transporting your horse in return for goods, money or services.
- 4.3.3 Theft or loss of an unborn foal, embryo or foetus.
- 4.3.4 Any reward to a member of your family, to any person known to you, or to the person who is caring for your horse at the time of the incident.
- 4.3.5 Any claim which is not submitted within 365 days of your horse going missing or stolen.

Any claim in respect of;

- 4.3.6 Legal liabilities to third parties of any nature.
- 4.3.7 Any financial loss, costs, and expenses of any kind.
- 4.3.8 Costs in excess of the benefit limit.
- 4.3.9 Any claim occurring within the first 14 days after the commencement date.

5.1 Cover

Where property is damaged or someone is killed, injured or becomes ill as a result of an incident involving your horse, your horse trailer (where trailer cover has been selected, is in force and is specified in your schedule) and you are legally responsible we shall pay up to the benefit limit in respect of:

- 5.1.1 Compensation and the claimant's costs and expenses;
- 5.1.2 The legal costs and expenses of defending a claim made against you under this section.

6.2 Specific Conditions

- 5.2.1 You must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident.
- 5.2.2 You must provide us with any information relating to the claim that we reasonably ask for including detail of your horse's history, including medical, behavioural and history of ownership.
- 5.2.3 You agree for us to take charge of your claim and allow us to prosecute, defend or settle the same on terms we are advised are reasonable in your name for our benefit.
- 5.2.4 You agree to help us ascertain all the circumstances of an incident leading to a claim, provide written statements and go to court if we require it.
- 5.2.5 You must immediately send us any writ, summons or legal documents of whatever nature, including any correspondence of any nature concerning any threat of prosecution, inquest or inquiry relating to a claim made against you and you must never send any replies to such documents.

6.3 Exclusions

This policy shall not apply to liability in respect of:

Any compensation, costs or expenses-;

- 5.3.1 for defending you where we have not agreed to it in writing beforehand;
- 5.3.2 if you are legally liable because of a contract you have entered into;
- 5.3.3 if the claimant is a person who lives with you, is a member of your immediate family or is employed by you;
- 5.3.4 which involves your employment, profession, occupation or business;
- 5.3.5 which results from the hiring out or lending of your horse to any third party;

- 5.3.6 if you, a member of your immediate family or any person who lives with you or is employed by you is responsible for or is looking after the property damaged;
- 5.3.7 if your horse is a racehorse;
- 5.3.8 where you have not followed advice given to you by previous owners of your horse or by any rehoming organisation about your horse's behavioural traits;
- 5.3.9 for an incident or accident at your workplace;
- 5.3.10 for damage to property belonging to or in the care custody or control of you or your immediate family;
- 5.3.11 if all or part of a fence, a wall, a gate or an agricultural crop is damaged whilst you are riding your horse or using your horse trailer;
- 5.3.12 if the liability is compulsorily insurable under any Road Traffic Act or similar legislation;
- 5.3.13 if someone is riding your horse for professional lessons or riding it at a riding establishment, unless the person is a member of your immediate family or the person has loan of your horse;
- 5.3.14 if the incident results from the business activities of a riding establishment;
- 5.3.15 in respect of breeding or attempting to breed from your horse, including any activity involving artificial insemination.

Any claims;

- 5.3.16 if you are responsible for air, water or soil pollution, unless you can prove the same took place immediately after and as a result of an incident involving your horse, or your horse trailer;
- 5.3.17 arising as a result of any deliberate act on your part or for any other act or omission which could reasonably have been foreseen as causing the loss, damage or Injury complained of;
- 5.3.18 as a result of your horse's interaction with other animals;
- 5.3.19 as a result of any person handling your horse without your permission or consent;
- 5.3.20 covered in whole or in part by any other insurance;
- 5.3.21 occurring outside the territorial limits and/ or The Channel Islands or Isle of Man;

- 5.3.22 as a result of injury to the rider of your horse.

Any claims in respect of your horse trailer (where trailer cover has been selected, is in force and shown on the schedule);

- 5.3.23 which occur if your horse trailer is attached to, or becomes detached from, or is being transported by a vehicle that needs third party cover under any road traffic law;
- 5.3.24 any fines, compensation and prosecution costs following your prosecution under the provisions of the (Protection of Livestock) Act 1953;
- 5.3.25 any compensation, costs and expenses if you are responsible under the laws of any country, other than Member states of the European Union;
- 5.3.26 Any legal liability that is insured by another policy.
- 5.3.27 The excess applicable to this section of cover.

Section 6

Personal Accident & Dental

6.1 Cover

If you are riding your horse and you are killed, injured or become ill as a result of the accident and during the policy period we will pay the appropriate benefit shown in the benefit scale below, but we will not pay more than one of the benefits under 7.1.2 to 7.1.6 in respect of the same accident.

NB: If your disablement is permanent we will pay for temporary total disablement for up to 52 weeks prior to making any payment for permanent total disablement benefit and providing your policy is still in force.

We will also pay any additional costs for livery of your horse if you have to go into hospital for more than 72 hours as a result of the accident and no other arrangements can be made for looking after your horse. We will pay up to £15 per day, up to a maximum of £600 per policy year.

In this section 'you' also includes anyone riding your horse with your permission, provided they are over 18 years of age.

6.1.1	Benefit Scale	Sum Insured
6.1.2	Death	£10,000
6.1.3	Permanent blindness in one or both eyes	£10,000
6.1.4	Permanent deafness in both ears	£10,000
6.1.5	Loss of limb	£10,000
6.1.6	Permanent total disablement	£10,000
6.1.7	Temporary total disablement	£50 per week
6.1.8	Dental treatment	£750
6.1.9	Hospital benefit	£30 (for each 24 hours in hospital)

6.2 Specific Conditions

- 6.2.1 If you are injured you must seek medical attention as soon as possible.
- 6.2.2 You agree that we may appoint our own medical advisers to examine you as often as necessary.
- 6.2.3 You agree to provide us with a certificate of fitness to ride from a doctor if you are over 65 years of age or at our request and you will be responsible for any charges incurred to obtain this.
- 6.2.4 Where the result of the accident, illness or injury has been made worse because of a pre-existing injury, condition or illness you had before the accident, the benefit amount will be based on what we consider would

have been reasonable should the existing injury, condition or illness not have been present.

- 6.2.5 In the event of a claim, we and/or our medical advisors may need to access to your medical records – by accepting this insurance, you agree that we may contact your doctor or other health practitioner or professional to discuss your medical history as required.
- 6.2.6 You agree that it will be your responsibility to pay for any medical records or medical fees necessary to support your claim.

6.3 Exclusions

The following are excluded from cover:

Any claims by you for;

- 6.3.1 more than one of the benefits listed above in items 6.1.2 to 6.1.6.
- 6.3.2 death if this occurs more than 4 weeks after the date you were injured.
- 6.3.3 permanent total disablement until 52 weeks after the date of the accident.
- 6.3.4 the first 7 days of temporary total disablement for each accident.
- 6.3.5 temporary total disablement after 52 weeks from the date of accident.
- 6.3.6 an accident resulting in a head or spine injury if you were not wearing the required British safety standard protective headgear or body protector.
- 6.3.7 more than 30 days hospital benefit for each incident.
- 6.3.8 the first £50 for any dental treatment claim (the Excess).
- 6.3.9 any pre-existing conditions.

Any claims if:

- 6.3.10 you are under 18 years old or over 75 years old.
- 6.3.11 someone is riding your horse for professional lessons or riding at a riding establishment, unless the person is a member of your immediate family or has your horse on loan.

Any claims if the accident was as a result of:

- 6.3.12 any business activity, your profession, your occupation or whilst you are working for someone whether you are being paid or not.
- 6.3.13 you being under the influence of drugs (unless it was under the proper medical supervision and not to treat any drug addiction) or alcohol, or if there is evidence of suicide, self injury or intentional self harm.
- 6.3.14 deliberately exposing yourself to exceptional danger, unless it was an attempt to save someone's life.
- 6.3.15 engaging or taking part in horse riding activities outside the territorial limits.
- 6.3.16 engaging or taking part in riding activities outside the Jockey Club rules.
- 6.3.17 a criminal act.
- 6.3.18 Any claims after the policy end date.

Section 7

Saddlery & Tack

7.1 Cover

We will either pay the market value, the purchase price paid or the amount specified in your schedule, (whichever is the lesser amount), if your saddlery and tack is lost, stolen, or damaged during the policy period.

We will either pay the cost of repairing, or the replacement value, of the saddlery and tack, taking into account the condition and current market value before the loss.

7.2 Specific Conditions

- 7.2.1 You must report the loss to the police immediately on discovery of the loss or theft and provide us with the crime reference number.
- 7.2.2 If the items are later recovered and we have paid your claim we hold the right to these and any recoverable salvage costs.
- 7.2.3 If the value of the items exceed the benefit limit and underinsurance prevails, we will only pay a proportion of the claim in line with this.

7.3 Exclusions

The following are excluded from cover:

- 7.3.1 Any item over £350 if you do not have proof of purchase.
- 7.3.2 Any item that is not designed to be worn by a horse.
- 7.3.3 Any item you do not own unless you are responsible for it with the existence of a contract.
- 7.3.4 Any item that is lost, stolen or damaged as a result of any business activity, your profession, your occupation or whilst you are working for someone whether you are being paid or not.
- 7.3.5 Any rugs or horse blankets.

Any claim for:

- 7.3.6 Theft where the item has been left unattended, unless from an enclosed and secure building, including your home, the livery stable and any riding establishment or commercial premises with the following in operation;
 - 5 lever mortice or chubb deadlock in operation on all doors; and
 - Securely locked windows.
- 7.3.7 Theft from a vehicle unless in a locked boot or covered luggage area in your locked vehicle.
- 7.3.8 Theft unless there is proven forcible or violent entry to the premises or vehicle where the saddlery and tack was kept.

Section 8

Horse Trailer

Any claim for:

- 7.3.9 Loss or damage to saddlery and tack caused by wear and tear, any damage caused by your horse, the actions of moths, insects, vermin, pests or any other gradual wear and tear or deterioration.
- 7.3.10 Loss or damage to saddlery and tack caused in the process of cleaning, dying, repairing or renovation.
- 7.3.11 The cost of adjusting the saddlery and tack to fit your horse
- 7.3.12 Loss or damage to saddlery and tack whilst being used by a riding establishment or for professional lessons unless by the person who has your horse on loan or a member of your immediate family.
- 7.3.13 The excess applicable to this section of cover.

8.1 Cover

We will either pay the market value, the purchase price paid or the amount specified in your schedule, (whichever is the lesser amount), if your horse trailer is lost, stolen, damaged or destroyed during the policy period.

We will either pay the cost of repairing or the replacement value of your horse trailer, taking into account the condition and current market value before the loss.

8.2 Specific Conditions

- 8.2.1 You must provide original evidence of your legal ownership of the horse trailer when you submit a claim.
- 8.2.2 If the horse trailer is later recovered and we have paid your claim we will hold the right to this and any recoverable salvage costs.
- 8.2.3 If there is any other insurance in force that covers this loss at the time of damage the other will prevail.

8.3 Exclusions

The following are excluded from cover:

Any claim for;

- 8.3.1 Loss or damage to your horse trailer caused in the process of cleaning, restoration or repair.
- 8.3.2 Tyres that are damaged by punctures, cuts, bursts or braking.
- 8.3.3 Loss or damage to your horse trailer caused by wear and tear, the actions of moths, insects, vermin, pests, mildew, mechanical or electrical breakdown or any other gradual operating cause.
- 8.3.4 The extra costs if replacement parts or accessories are discontinued or not available.
- 8.3.5 Loss, damage or destruction to your horse trailer caused by an attempted theft; theft or malicious damage if you have not fitted a wheel clamp, tow hitch lock or put it in an enclosed and securely locked building.
- 8.3.6 Storage and/or recovery costs of the damaged or recovered horse trailer or damage to your horse trailer by not being regularly maintained.

Any claim in respect of:

- 8.3.7 Legal liabilities to third parties of any nature.
- 8.3.8 Damage or loss to the horse trailer being used for any business purposes, including hire and reward.
- 8.3.9 The excess applicable to this section of cover.

Section 9

General Conditions

9.1 General Conditions

- 9.1.1** We may require sight of a veterinary certificate before confirming cover for your horse or pony. Whilst we shall put your horse or pony on provisional cover upon acceptance of your application, where a veterinary certificate is required if the same is not provided to us within 14 days of the inception of your policy then your policy shall be cancelled as from the date of inception and any premiums paid shall be returned to you.
- 9.1.2** If any of the following changes in circumstances occur you must notify AFI as soon as possible;
- Change of ownership.
 - Change of address.
 - You receive a complaint against your horse.
 - Your horse develops vicious tendencies.
 - You are planning on using your horse for breeding, working or hunting.
- You must notify AFI as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to notify AFI of these changes may invalidate this policy. We reserve the right to alter the terms of this policy immediately if we are notified of such changes.
- 9.1.3** During the policy period you must take care of your horse including arranging and paying for any treatment normally recommended by your vet to prevent or reduce the risk of illness or injury including worming, inoculated against tetanus and precautions to protect your horse from infectious diseases.
- 9.1.4** All horse trailers, as well as saddlery and tack must be maintained in good condition.
- 9.1.5** You must ensure that your horse is vaccinated against any disease a vet recommends that your horse is vaccinated against.
- 9.1.6** We reserve the right to cancel or void this policy and to retain the premium where we believe you have deliberately or recklessly misstated, omitted or concealed a fact we consider important to the risk either when taking out a policy for the first time or renewing it.
- 9.1.7** When inviting renewal of this policy we may, at our sole discretion, for any reason and as we deem appropriate taking into consideration, but not limited to) your horse's age, medical and/or claims history, change the cover, benefits, premium, terms and/or conditions.
- 9.1.8** At commencement of the policy your horse must be in sound health with no illness, disease, lameness, Injury or physical disability whatsoever.
- 9.1.9** If you transfer your horse to a plan with additional or higher benefit limits, the additional or higher benefit limits will not apply if the condition being claimed first manifested itself during a previous policy period.

Section 10

General Exclusions

- 10.1** We will not provide any cover or pay claims for a horse less than 20 years old.
- 10.2** We will not pay any claims relating to a pre-existing condition.
- 10.3** We will not pay claims for an illness.
- 10.4** We will not pay any claim for an accident or injury showing clinical signs within 14 days occurring within 14 days of the commencement date.
- 10.5** We will not pay any claim for an injury which is listed as an exclusion in your schedule.
- 10.6** We will not pay any claims arising from your horse being castrated.
- 10.7** We will not pay any claim arising as a result of any sexually transmitted disease, Rabies, Aujeszky's disease, Contagious Equine Metritis, Dourine, Epizootic Lymphangitis, Equine infectious Anaemia, Equine Viral Encephalomyelitis, Glanders (including Farcy), Leishmaniasis, West Nile Virus and any other epidemic outbreaks or any other 'notifiable' disease.
- 10.8** We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person.
- 10.9** We will not pay any claims arising as a result of an Act of Parliament, by law or central or local government regulation.
- 10.10** We will only pay costs which are incurred as direct consequence of the event which led to the claim you are making under this policy.
- 10.11** We will not pay any costs involved in any organ transplants including any loss or damage as a result of your horse undergoing organ transplants.
- 10.12** We will not pay any costs involved in your horse under-going stem cell and/or gene therapy treatment including any loss or damage as a result of your horse undergoing such treatment;
- 10.13** We will not pay any costs involved in your horse undergoing treatment for; and/or the fitting of; prosthetic and/ or artificial limbs including the actual cost of the prosthetics and/or artificial limbs themselves and any associated costs involved in the rehabilitation of your horse after such a procedure.
- 10.14** We will not pay any claims arising as a result of a disease transmitted from animals or birds to humans.
- 10.15** We will not be liable for any claim where we have not received the correct premium before the start of each policy period.
- 10.16** We will not be liable for any claim unless you have complied with all the terms, conditions and endorsements of this policy.

- 10.17 We will not be liable for any claims of any kind which are caused by your horse straying, escaping, damaging property, or attacking persons or pets if your horse has done this before.
- 10.18 We will not be liable for any claims of any kind which are caused by aircrafts or other devices used for air transportation such as but not limited to aeroplanes, helicopters, blimps and hot air balloons.
- 10.19 We will not pay any costs for legal expenses resulting from criminal proceedings because of a deliberate act by you.
- 10.20 We will not pay any claim caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 10.21 We will not pay any claim as a result of an act of force or violence for political, religious or ideological reasons, war, riot, revolution or any similar event, including any chemical or biological terrorism.
- 10.22 We will not pay any claim by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil commotion, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation in Northern Ireland.
- 10.23 We will not pay any claim caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- 10.24 We will not pay any claim for fines or penalties that you are liable to pay.
- 10.25 We will not pay any claim which results from you acting or behaving unlawfully or partaking in a prohibited or illegal deed.
- 10.26 We will not pay any claim if you break United Kingdom laws or regulations, including those relating to animal health or importation.
- 10.27 We will not pay any claim resulting from diseases transmitted from animals to humans.
- 10.28 We will not pay any claim if your horse is confiscated or destroyed under the order of any government, public or local authority or any other authority.
- 10.29 We will not pay any claims after the end date.
- 10.30 We will not pay any claims if you are involved in horse trading and your horse is traded.
- 10.31 We will not pay any claims caused by barbed wire or other fences.
- 10.32 We will not pay any claims caused by Chinese lanterns.
- 10.33 We will not pay any claim associated with your horse being used for breeding, working or hunting.
- 10.34 We will not pay for any loss, damage or liability that is insured by another policy.

Section 11

Cancellation Rights

- 11.1 If, once you receive your full policy documents, you are not happy you have 14 days within which you can cancel the policy. If you wish to cancel your policy this can be done by contacting us on 0344 557 0300, in writing, by email or by post to AFI's offices – details below. Upon receipt of your cancellation we shall cancel your policy and you shall receive a refund of any premium you have paid.
- 11.2 If you wish to cancel after 14 days please contact us on 0344 557 0300. You can cancel at any time and will be entitled to the return of the unexpired portion of your premium as long as no claim has been made. If you have not received an acknowledgement from AFI within 14 days, you must contact us.
- 11.3 If we have paid a claim you will not receive the full return of your premium.
- 11.4 We reserve the right to cancel your policy at any time. If we do then we shall retain such premium as covers the time the policy has been in force and return any balance to you in excess of £5. We then have no further liability to you but your rights up until the cancellation date remain unaffected.
- 11.5 Should you wish to alter this policy or cancel it please contact AFI's office. This can be done by telephone on 0344 557 0300 or by writing to the postal address or email address noted below. If you have not received an acknowledgement from AFI within 14 days, you must post the details by recorded delivery.

Our postal address is:

Animal Friends Insurance Services Limited, Animal Friends House, No. 1 The Crescent, Sun Rise Way, Amesbury, Wiltshire SP4 7QA.

Our email address is:

info@animalfriends.co.uk.

Section 12

Other Information

Financial Services Compensation Scheme

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 020 7741 4100.

How We Protect Your Privacy

We are registered under the Data Protection Act in Gibraltar. AFI is registered under the Data Protection Act in the United Kingdom, number Z6313845.

- **Purpose of collection**

We and AFI collect, store and use your personal information in order to consider your application for insurance and to administer insurance services to you, including claims investigation and management. We and/or AFI may also use this information for secondary purposes related to the purposes listed above, such as offering you additional insurance or insurance-related products or services that we believe you might be interested in considering. This will always be done as permitted by the relevant privacy legislation.

- **Disclosure**

In conducting business AFI may communicate your personal information to organisation's to whom we may outsource certain functions or to associated companies. Any such communication is performed with strict adherence to our privacy policy.

Language

All communication between you and us will be conducted in English.

Opt Out

If you don't want to receive information on any of our new products or services you can tell AFI on your proposal form or by e-mailing info@animalfriends.org.uk.

Updating Your Records

If you think AFI's records are wrong or out of date, particularly your contact details, it is important that you contact AFI and they will correct them.

Policy duration

Policies are payable annually and run for 365 days from the commencement date shown on your schedule. AFI will advise you regarding renewal of your policy prior to expiration of the current policy. We reserve our rights to change the terms and conditions of the policy upon renewal.

A monthly limit runs for and premiums are collected each calendar month. A monthly policy will automatically renew each month until such time as you advise AFI you wish to cancel your policy. We reserve our rights to change the terms and conditions of the policy upon renewal. We require you to notify AFI should you decide not to renew your policy and return your schedule of insurance.

During the policy period for monthly policies we may offer you upgraded benefits, alter the cover or increase premiums. You will get at least 14 days notice of any alterations in cover or increase in premium. All premiums include Government Insurance Premium Tax at the prevailing rate.

About the Insurer

Red Sands Insurance Company (Europe) Limited ("Red Sands") is licensed and regulated by the by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar Commissioner of Insurance under the Insurance Companies Ordinance 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar under company number 87598 and their registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. As the underwriter Red Sands is responsible for this policy document.

About the Administrator

Animal Friends Insurance Services Limited, Animal Friends House, No.1 The Crescent, Sun Rise Way, Amesbury, Wiltshire SP4 7QA. Tel: 0344 557 0300. Authorised and regulated by the Financial Conduct Authority (FCA). Our FCA register number is 307858.

If you have any questions please call our friendly customer service team on 0344 557 0300, Monday to Friday or visit our website www.animalfriends.org.uk or email us at info@animalfriends.co.uk. AFI provides administration, customer services and claims services on Red Sand's behalf.

Governing Law and Courts

Both parties are entitled to choose the law applicable to this contract of insurance. We propose the law of England and Wales and in the absence of any agreement to the contrary, the relevant law of England and Wales shall apply. Any disputes shall be referred to the exclusive jurisdiction of the relevant English Courts.

Section 13

Making A Claim

- 13.1** On the happening of any accident, illness, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, you must either:
- 13.1.1** download a claim form from www.animalfriends.org.uk; or
 - 13.1.2** contact AFI by email on claims@animalfriends.co.uk
 - 13.1.3** contact AFI by telephone on 0344 557 0300 (option 2) and request AFI to send you a claim form. Full instructions of how to complete the claim form will be provided and these are also available from our website. You must cooperate fully and truthfully to give AFI any information AFI may need.
 - 13.1.4** If total vet fees appear likely to exceed £2,500 you must notify AFI immediately for pre authorisation. Please note we will only pay those vet fees deemed reasonable and essential by our vet advisor. We reserve the right to pay only up to a 100% mark-up on vet medicines inclusive of any dispensing fee charged by your vet.

Conditions of Settling Claims

- 13.2** If requested by AFI, the vet attending your horse or the usual or previous vet must, at your expense, provide AFI with all the information about your horse, including its full medical history, its treatment and any other information AFI may require.
- 13.3** You and your vet will have to complete all applicable sections on one of our vet fees claim forms and submit the same to AFI before a claim can be assessed by AFI. An incomplete claim form will be returned and this will delay settlement of claims. We will not pay any fee charged by your vet for completing the claim form and we reserve the right to refuse a claim where a fully completed claim has not been returned to us without undue delay and in any event 90 days of the date the treatment being claim for was carried out.
- 13.4** It is your responsibility to prove the value of your horse, saddlery and tack and your horse trailer although we reserve the right to set the relevant market value based on our market research.
- 13.5** Where a claim is made for a pedigree horse you must send us, at your cost, the originals of a recognised Breed Club registration document, blood line and purchase receipt. Please note that all original documentation supplied will be retained by AFI.

Section 14

Complaints Procedure

If you have a complaint please follow this procedure.

- 14.1** If you are unhappy with the level of service you have received please write to the Customer Liaison Department at Animal Friends Insurance Services Limited at Animal Friends House, No. 1 The Crescent, Sun Rise Way, Amesbury, Wiltshire SP4 7QA or complaints@animalfriends.co.uk or 0344 557 0300.
- 14.2** If you do not receive satisfaction through our internal procedures, and we have issued you with a final response, you can refer your complaint to the Financial Ombudsman Service. Their address is: Exchange Tower, London, E14 9SR or they can be contacted on 0300 123 9123.
- Their email address is complaint.info@financial-ombudsman.org.uk.
- 14.3** Your legal rights are unaffected.

Terms of Business Agreement

Please read this document carefully. It sets out the terms upon which Animal Friends Insurance Services Limited (“we”, “us”, “our” or “Animal Friends”) agrees to provide insurance services to you and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these Terms of Business that you do not understand.

Condition of Use

Please read these Terms of Business carefully. They will form an important part of any contract between us, your underwriters and you. By proceeding on our website and/or applying to us for insurance by telephone you agree to be bound by these terms, which, by proceeding, you confirm you have read and understood.

We draw your attention in particular to the following sections headed:

- Your responsibilities (section 3)
- Remuneration and sales (section 4)
- Fees (section 5.2)
- Cancellation right (section 6.1)
- Limitation of our liability (section 7)

In addition you acknowledge and agree that the insurer we work with may, from time to time, change its customer policies or trading conditions with their brokers and there may be changes to the law or regulations applicable to our business. Accordingly, from time to time, the terms and conditions of these Terms of Business may need to be updated or amended without prior notice to you to take account of these changes.

If you renew your contract with your insurer, or purchase a new product or service from us, you will be bound by the then current Terms of Business, which may differ from these. It is therefore important that you visit our website to review any key changes as you will be bound by them.

1. Animal Friends Insurance Services Limited

Company number: 3630812 registered office: Animal Friends House, No.1 The Crescent, Sun Rise Way, Amesbury, Wiltshire, SP4 7QA. Telephone number: 0344 557 0300. Animal Friends is authorised and regulated by the Financial Conduct Authority (FCA). Animal Friend’s FCA Registration Number 307858. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 or 020 7066 1000.

2. Our Services

2.1 Tied agent

We only offer pet insurance products from the insurer Red Sands Insurance Company (Europe) Limited. We do not give advice or make personal recommendations in connection with any insurance product. We may ask some questions to narrow down the selection of products that we will provide details on and/or to provide you with a quotation, leaving you to make your own decision as to how you wish to proceed and whether a particular product fulfils your specific insurance requirements. If you decide to proceed with a product, your contract of insurance is with the insurer and not Animal Friends.

2.2 Placing business and quotes provided to you

Our role will begin with assessing your insurance requirements based on the information you have provided to us. We will then determine whether or not one of our insurance products will be suitable to meet those requirements and that you meet the eligibility criteria. We will tell you the type and scope of cover provided, the insurer and the associated costs. You may then choose whether or not to proceed with the insurance.

Our quotations are valid for **30 days** from the date of issue or until the date you request cover to start, whichever is the sooner.

Unless otherwise agreed we will send you documentation confirming the basis of the cover secured on your behalf, including details of the insurer, with a debit note showing separately, where applicable, all the amounts payable. The date that the money is due together with any penalties for late payment will be clearly stated to you.

Please see section 3.2 regarding your responsibility to review the documentation we send to you to confirm that cover is in accordance with your instructions.

2.3 Renewal of your insurance/change of insurer

You authorise us to provide you with the insurance product we notify you about and/or to cancel your existing insurance and provide you with the replacement insurance product unless you tell us otherwise before the new insurance starts.

In respect of:

- (a) an annual policy: approximately 6 weeks before the end of the term of your insurance we will contact you with details of the insurer’s terms for renewal; and
- (b) a monthly policy: approximately 6 weeks before the annual anniversary of the inception of the initial monthly term of your insurance, we will review the terms of your insurance and will contact you with details of the insurer’s terms for renewal.

From time to time we may consider it appropriate or in your interests to change the insurer underwriting our insurance products or to cancel your existing insurance product before the end of its term (if the terms of your insurance allows for cancellation) and transfer your insurance to a new insurance underwriter which we believe offers a broadly similar or better level of insurance cover or benefits and the transfer of which is at no extra cost to you. We will provide you with details of the new insurer and the terms of the insurance product we are able to offer to you. **Write to us at the address detailed in section 1 if you do not wish to receive this information.** You may also ask us not to provide you with this information at any time by telephoning us on **0344 557 0300**.

When we arrange insurance on your behalf you will provide us and/or the insurer underwriting your insurance product with your payment details for the purpose of processing payment for the insurance product. Where applicable, these details will also be used by us/them to continue renew your insurance at the end of the term of your insurance product. If we change the insurer underwriting your insurance product, you authorise us and the existing insurer underwriting your insurance product to provide your payment details to the new insurer. Your payment details will only be used to continue/renew your insurance, with either the existing or new insurance underwriter if you have not provided us with contrary instructions after we have notified you of the details of the new insurer/insurer's terms for renewal (as applicable).

Please see section 3.2 regarding your responsibility to review the documentation we send to you to confirm that cover is in accordance with your instructions.

3. Your Responsibilities

3.1 Disclosure by you

It is very important that the information given to us when (i) buying a policy (ii) completing a claims form and (iii) giving declarations to the insurer is correct. Before you take out a policy, you will be asked questions and your responses to us will be provided to the insurer. It is your responsibility to take reasonable care not to make a misrepresentation to your insurer when you take out your insurance policy. Please note if you make such a misrepresentation to your insurer this could invalidate your insurance cover, resulting in your claim not being paid or not being paid in full. In such circumstances, the insurer may in addition have a right to retain your premium.

3.2 Reviewing information and documents sent to you

Where insurance has been arranged via the internet or by telephone, it is your responsibility to check and confirm the information in the forms or declarations completed on your behalf are correct, in accordance with your instructions and to advise us where an amendment is required. If you have any questions in relation to the coverage, limits or other terms and conditions, or any concerns that we have not implemented your instructions correctly, please contact us immediately.

You should also review the insurance premium payment terms that we advise to you. All premium payment terms must be met or the insurer will have the right to cancel the cover. We will also advise of any charges additional to the insurance premium.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

3.3 Payment

We normally accept payment by most credit or debit cards (including direct debit), and cheques.

In the absence of any alternative terms agreed with you in writing (for instance, where we agree payment by instalments) our payment terms are as follows:

- New policies - full payment of premium on or before the inception date of the policy
- Renewals - full payment of premium prior to the renewal date

3.4 Claims

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy you should familiarise yourself with the coverage conditions or other procedures relating to the notification of claims. Failure to adhere to the notification requirements particularly timing, as set out in the policy, may entitle the insurer to deny your claim. In presenting a claim it is your responsibility to disclose all facts, which are material to the claim.

3.5 Change in circumstances

You will advise us as soon as reasonably practicable of any changes in your pet's circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

4. Remuneration and Sales

We derive our earnings from commission paid to us by the insurance company with whom we have placed your insurance which apply for transactions throughout the policy term.

We may have an agreement with the insurer and/or other third party providers that if our account with them meets certain pre-agreed volume or profit targets during a defined period then we will receive additional remuneration.

We will take commission due to us upon receipt of your premium unless the terms of business between us and the insurer provider specifies otherwise.

5. Premiums and Fees

5.1 Insurance premiums

We collect and hold insurance premiums as agent of the insurer. Premiums received by us will be treated as having been received by the insurer whereas claims payments and or premium refunds will only be treated as having been received by you when they are actually paid to you.

5.2 Fees

Commissions earned are non refundable in the event of cancellation or amendment of your policy or termination of our services. Sometimes there is no return premium, for example, following a claim or where the policy does not provide for it.

In the absence of any other agreement, the non-payment of any premium or non receipt of documents may be taken as your instruction to cancel cover. If we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but without obligation) to renew the policy and (in the case of direct debit instalment payments) to continue to accept payment from you unless and until you advise us or your insurance company in writing that you wish to cancel your policy. In circumstances where we have assumed (because you have not advised to the contrary) that renewal is not required you may be liable to make payment to us and/or your insurance company for any cover provided.

There is a non-refundable administration fee of £10 to provide you with a copy of your Personal Data (as defined in section 8 below).

6. Cancellation and Other Rights

6.1 Cancellation right

You have a right to cancel up to 14 days from a) the date you receive the policy setting out its terms and conditions or the renewal policy setting out its terms and conditions or b) the date that cover is effected under the policy or the renewal policy, as applicable, whichever is the later.

If you wish to exercise your right of cancellation you should either contact Animal Friends (whose details are provided in section 1) or your insurer either by telephone or in writing within the time constraints set out in your policy document.

Should you decide to exercise this cancellation right, you will be entitled to a refund of premium less an appropriate pro-rata charge for the period of cover given before the cancellation right was invoked. Should any claim occur prior to the exercise of the cancellation right where the claim terminates the insurance cover, the insurer may not allow a refund of any of the premium paid.

Please also see the provisions set out in section 5.2 (Fees).

6.2 Complaints

When a complaint is received from you in relation to the insurance product you have taken out, our Customer Liaison Department at Animal Friends will promptly provide you with a written acknowledgement of receipt. The acknowledgement will contain details of the person handling the complaint.

Your complaint will be handled by a dedicated complaints investigator and they will not have been directly involved in the matter which is the subject of the complaint. They can be contacted at the following address:

Animal Friends Insurance Services Limited,

Customer Liaison Department

Animal Friends House,

No 1 The Crescent, Sun Rise Way,

Amesbury, Wiltshire, SP4 7QA

Telephone: 0344 557 0300

Email: Complaints@animalfriends.co.uk

Whilst Animal Friends will always look to resolve your complaint in the quickest time possible, in accordance with guidelines laid down by the FCA, we must write to you with a final response to your complaint within eight weeks of receiving your complaint.

Upon receipt of Animal Friends' final response to your complaint, should you remain unhappy, you will then have the right to refer the complaint to the Financial Ombudsman Service. Animal Friends will provide you with a copy of the Financial Ombudsman Service's Leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made to the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service, Exchange Tower,
London, E14 9SR

Telephone: 0800 0 234 567

In deciding whether or not to uphold a complaint, Animal Friends may liaise with your insurer and may consider any relevant guidance published by the FCA, the Financial Ombudsman Service and any other relevant regulatory guidance previously published.

Using your own solicitor or other third party complaint handling firm does not affect how we review your complaint and Animal Friends will not charge you to investigate your complaint. However, please be aware that:

- Animal Friends will not be liable for any costs incurred if you decide to employ a third party to handle your complaint during this review (please also see section 7 - Limitation of our liability below).
- Where your complaint is upheld and redress is due, payment will, in general, be paid to the complainant direct or to a recognised vet provider who has already paid for any costs on your behalf.

6.3 Compensation

We are covered by the Financial Services Compensation Scheme ("FSCS") which is the UK's statutory fund of last resort for customers of financial services. This means that depending on the nature and circumstances of the claim, and subject to the FSCS's applicable financial limitations at the time, you may be entitled to compensation from the FSCS if we are unable, or likely to be unable, to meet our obligations.

Further information is available from the FSCS who can be contacted by telephone 0800 678 1100 or 020 7741 4100 and by email via their website at: www.fscs.org.uk/contact-us/.

7. Limitation of our Liability

Nothing in these general terms of business excludes or limits our liability for death or personal injury caused by our negligence, for any matter which it would be illegal for us to exclude or attempt to exclude its liability or for fraud or fraudulent misrepresentation.

Our total liability to you in respect of all losses arising as a direct consequence of any negligent performance of our services shall not exceed £1,200,000.

For a claim in respect of any other losses arising under or in connection with our agreement our liability shall be limited to £350; but no liability shall arise for:

- (i) any additional cost of working, consequential or economic loss including, without limitation, loss of business, loss of revenue, loss of profit, loss of opportunity and/or loss of contracts (whether direct or indirect); and/or
- (ii) in respect of any claim for breach of contract, negligence, breach of statutory duty or other claim howsoever arising in respect of any delay or failure by us to perform any of our obligations in connection with the services where such delay or failure results directly or indirectly from any of your acts or omissions or those acting on your behalf.

8. Data protection and Privacy Statement

Animal Friends will hold and process any personal data submitted to us by you or on your behalf in the course of: (i) applying for pet or other insurance cover; (ii) using Animal Friends' websites and services; and/or (iii) your communications with us ("Personal Data"). This Personal Data will include, amongst other things, information regarding direct debit mandates. We will be acting as data controller under the Data Protection Regulation in relation to such Personal Data and are committed to complying with our legal obligations under the Data Protection Regulation. We will use such Personal Data for the following main purposes: (i) arranging for the provision of insurance to you; (ii) communicating with you in connection with your insurance and renewals; (iii) dealing with renewals; (iv) to comply with our legal and regulatory obligations; (v) to help prevent, detect and deal with crime or fraud; (vi) for the purposes set out in section 2.3; (vii) to improve our understanding of your interests and of our products and services and (viii) for processing claims. We will disclose such Personal Data (including amongst other things, that relating to direct debit mandates) to carefully selected insurance companies who will process the Personal Data, as data controllers, for the purposes of providing your insurance cover and processing payment for such cover. In the event that we decide to change your insurance provider (as detailed in

section 2.3), in accordance with these Terms of Business, we will transfer information relating to direct debit mandates from the old to the new insurance provider, along with other Personal Data.

We and your insurer may use agents and service providers (some of whom may be located outside Europe) to collect, hold and process such Personal Data on our/their behalf for the purposes set out in these Terms of Business. These agents and service providers act on our/the relevant insurer's instructions (as applicable) and will only use data as Animal Friends/the relevant insurer tells them to. We may share the Personal Data with vet practices for the purposes of processing claims. In such circumstances, these vet practices act on our/the relevant insurer's instructions (as applicable) and will only use such data as Animal Friends/the relevant insurer tells them to.

Such vet practices may also submit to us/insurers personal data on your behalf in connection with the processing of such claims. We and your insurer may disclose Personal Data to third parties (including to the police, other governmental bodies and other insurers) as required by law or if we/any of your insurer think the disclosure may help, prevent, detect or deal with crime or fraud.

We will also use such Personal Data to contact you by post or email about products, services and promotions which we believe will be of interest to you and we will pass your information on to our group companies for the same purpose.

If you do not wish us and/or our group companies to use the Personal Data for this purpose please telephone us on **0344 557 0300** and we will update our records accordingly.

You have the right to ask for a copy of the Personal Data we hold about you (for which we may charge a small fee – see section 5.2 above). If you find at any time that any of the Personal Data we hold about you is incorrect then you should promptly notify us and we will correct the inaccuracy. You can contact us about privacy issues by contacting Compliance Manager at Animal Friends Insurance Services Limited, Animal Friends House, No 1 The Crescent, Sun Rise Way, Amesbury, Wiltshire SP4 7QA.

9. Website

9.1 Accuracy of information (website content)

Animal Friends has taken every reasonable step to make sure the information contained in this website is accurate and up-to-date, and would like to hear your views about site content. Animal Friends however can accept no responsibility for any errors or omissions.

9.2 Links to other websites

The Animal Friends website contains links to other websites. Animal Friends accepts no responsibility or liability for the content of these websites.

10. Other Legalities

10.1 Governing law and jurisdiction

All quotations and policies that we obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the English courts unless your policy document states otherwise.

10.2 UK only

The information on our website is directed only at UK residents. The products and services we sell are only available to UK residents; they are not available in the United States (US) or any other territory. By completing a request for a quotation you confirm that you are resident in the UK and you will immediately notify us if you cease to be so resident. The content of our website and the products and services offered by us comply with appropriate legislation and regulation of England and Wales. All documentation provided to you in connection with our services and communications between us will be in the English language.

10.3 Contracts (Rights of Third Parties) Act 1999

Your instruction to us to set up an insurance policy on your behalf forms a contract between you and your insurer. This insurance does not give rights to any person other than you unless your policy document states otherwise.

10.4 Telephone calls

Animal Friends may record or monitor telephone calls you make to us for training purposes and with the aim of improving the services that we provide to you.

10.5 Electronic communications

During the course of our relationship, we will use electronic mail (e-mail), sometimes attaching further data in electronic form. In working with us you accept the inherent risks of this method of communication, which include the risk of interception or unauthorised access, the risk of corruption and the risks of exposure to viruses and other harmful software. Any instructions or communication via e-mail cannot be considered notification to us unless receipt is acknowledged by us; this does not include an automatically generated reply.

We have virus-checking systems but you will still be responsible for checking e-mail sent to you. You will also be responsible for checking that messages are complete. Should a dispute occur between us, both of us agree that this form of communication represents legal evidence and Animal Friends' systems represent the definitive record of electronic communications and documentation.

10.6 Copyright

The words "Animal Friends Insurance" and the Animal Friends logo are protected by copyright. The copyright for the material contained in this website is owned by Animal Friends. You may view any part of the Animal Friends website, and print a copy of it for your personal use. You may not use, copy or distribute any of the material contained in the Animal Friends websites for any other purpose, nor incorporate or distribute it in any other form or publication.

You may however pass on information or images contained in our newsletter to third parties.

10.7 Severability

If at any time one or more of the provisions in these Terms of Business is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of these Terms of Business will not as a result be in any way affected or impaired.

10.8 Entire agreement

This document and any amendment constitute the entire terms on which we will transact general-insurance business with you and no alteration will have effect unless issued or agreed by us in writing.