



# Animal Friends Insurance Your Ethical Choice

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*Your Complete Guide to Your Super Rider Policy*

**Policy Booklet Effective Date:**

**10<sup>th</sup> 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 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 you whilst you are riding a horse, which you do not own or have on loan, and provides cover for personal accident, third party liability and custodial liability plus emergency veterinary fees of the horse you are riding.

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.**

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><b>Personal Accident &amp; Dental</b></p> <p><i>We will provide cover for:</i></p> <p>If you are riding a horse and you are killed, injured or become ill, we will pay up to the benefit limit in respect of bodily injury, permanent blindness, loss of limb, permanent total disablement, tuition fees and or dental treatment.</p>	<ul style="list-style-type: none"> <li>Any claim or cost;</li> <li>For more than one of the benefits listed in items 1.1.2 to 1.1.6 of the benefit table.</li> <li>Any claims or costs if you are under 18 years old or over 75 years old.</li> <li>Death if this occurs more than 4 weeks after the date you were injured.</li> <li>For permanent total disablement until 52 weeks after the date of the accident.</li> <li>For temporary total disability after 52 weeks.</li> <li>Engaging or taking part in riding activities outside the Jockey Club Rules.</li> <li>Deliberately exposing yourself to exceptional danger.</li> <li>Any pre-existing conditions.</li> <li>Any claim if you are riding the horse for professional lessons or riding at a riding establishment.</li> <li>Any claim after the end date.</li> </ul>	<p><b>Super Rider</b></p> <p>Maximum Benefit Limit up to £20,000 for death. (See benefit scale 1.1.1).</p> <p>Dental treatment up to a maximum of £1,000 per policy year.</p> <p><b>Excess</b></p> <p>An excess is payable per claim of <b>£50</b> for dental treatment.</p>	<p>p.12/13</p>

What is Covered?	What is not Covered? Significant Exclusions or Limitations.	Policy Limits	Page Ref
<p><b>Third Party Liability</b></p> <p><i>We will provide cover for;</i></p> <p>Third Party liability where property is damaged or someone is killed, injured or becomes ill as a result of an incident which happens when you are riding a horse and you are legally responsible.</p>	<ul style="list-style-type: none"> <li>• Any claims or costs;</li> <li>• for defending you where we have not agreed to it in writing beforehand;</li> <li>• if you are legally liable because of a contract you have entered into;</li> <li>• if the claimant is a person who lives with you, is a member of your immediate family or is employed by you;</li> <li>• which involves your employment, profession, occupation or business;</li> <li>• 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;</li> <li>• if the incident results from the business activities of a Riding Establishment</li> <li>• if the horse you are riding is a racehorse;</li> </ul>	<p><b>Super Rider</b></p> <p>Maximum Benefit Limit of £1,000,000 per policy year.</p> <p><b>Excess</b></p> <p>An excess is payable per claim of <b>£250</b>.</p>	<p>p.14/15/ 16</p>
<p><b>Custodial Liability</b></p> <p><i>We will provide cover for;</i></p> <p>Where a horse that you are riding is injured or dies as a result of an accident and you are found legally responsible, we shall pay up to the benefit limit or market value of the horse, as noted on your schedule, whichever is the lesser amount.</p>	<ul style="list-style-type: none"> <li>• Any claim in excess of the benefit limit as noted on your schedule;</li> <li>• Any claim for defending you where we have not agreed to do so in writing beforehand;</li> <li>• Any claim for where you are legally responsible due to contract you have entered into;</li> <li>• Any claim if the horse belongs to you or to a relation of yours;</li> <li>• Any claim if the horse belongs to an agent, employee, employer, licensee, guest or any person engaged in a contractual or business relationship with you;</li> <li>• Any liability arising directly or indirectly, through or in connection with, the carrying on of any trade, business or profession;</li> <li>• Any costs in connection to euthanasia or disposal;</li> <li>• Any costs which are indirectly caused by the event which led to your claim, unless specifically stated as covered under this policy;</li> <li>• Any costs if you are legally responsible under the laws of any other country other than the UK and other European Union member countries.</li> </ul>	<p><b>Super Rider</b></p> <p>Maximum Benefit Limit of £2,000 per policy year.</p> <p><b>Excess</b></p> <p>An excess is payable per claim of <b>£50</b>.</p>	<p>p.17</p>

What is Covered?	What is not Covered? Significant Exclusions or Limitations.	Policy Limits	Page Ref
<p><b>Emergency Vet Fees</b></p> <p><i>We will provide cover for;</i></p> <p>if the horse you are riding is injured as a result of an accident and requires immediate vet treatment we will pay up to the benefit limit as shown on your schedule, for the vets attendance fee, the cost of vet treatment at the scene of the accident and 24 hours immediately after the accident and the cost of moving the horse from the scene of the accident to the place it is normally kept.</p>	<ul style="list-style-type: none"> <li>• Any claim or cost;</li> <li>• not incurred by a vet attending the scene of the accident</li> <li>• Resulting from an injury which first showed clinical signs before the accident date.</li> <li>• As a result of an injury from an accident that occurred before the commencement date.</li> <li>• Cost of any treatment that results from an injury whilst taking part in an activity not covered on the schedule.</li> <li>• For treatment or medication which is to be provided for use after 24 hours from the accident.</li> <li>• Any illness.</li> <li>• Any claim if the horse you are riding is aged under 30 days or 25 years or over.</li> <li>• Costs not supported by an original receipt/invoice itemising the treatment costs incurred.</li> <li>• Any dental or gum treatment</li> <li>• Any cost incurred in carrying out a post mortem.</li> </ul>	<p><b>Super Rider</b></p> <p>Maximum Benefit Limit of £1,000 per policy year.</p> <p><b>Excess</b></p> <p>An excess is payable per claim of <b>£100.</b></p>	<p>p.18/19</p>

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

(Please refer to section 7 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 complain? (Please refer to section 9 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](mailto: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 (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, 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 8 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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 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](mailto:info@animalfriends.co.uk) Tel: 0344 557 0300 Fax: 0344 557 1244.

### Other Important Information

Relevant United Kingdom law will apply to the policy and the relevant courts of the United Kingdom 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 A - Includes the following:**

- Horses at Grass, and Retired Horses

**Class B – Includes the activities listed in Class A above plus the following:**

- Hacking, Heavy Horses, Rides up to 25 Miles, and Dressage up to elementary level.

**Class C – Includes the activities listed in Class A and B plus the following:**

- Rearing and breaking, Western riding, gymkhana, dressage elementary level, up to advanced medium, foals 30 days to 12 months, unaffiliated show jumping, hunter trials/cross country (this does not include team chasing) unaffiliated eventing, pony club activities, riding club activities, schooling, vaulting, le trec showing and local shows.

**(Please note: We do not cover the activity of hunting including that of drag hunting and cubbing).**

**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.

**Annual benefit limits** means the maximum benefit limit we will pay for all claims as detailed in your schedule.

**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.

**Condition** means any injury sustained during, or resulting from, a single accident or any manifestation of an illness having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of your horse's body affected.

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 Emergency Vet fees, Personal Accident - Dental Treatment, Custodial Liability and Third Party liability sections of cover and as specified in your schedule.

Horse as defined in this wording includes the donkey or pony or horse as specified in your schedule that we have accepted that you are covered to ride.

Illness means sickness, disease, infection or any change in your horse's normal healthy state which is not caused by injury.

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

Livery address means the place, as noted in your schedule, where the horse is stables including the surrounding grounds for grazing and exercising.

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 in 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.

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 and at any time prior to the commencement date.

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 specified.

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.

# Section 1

## Personal Accident & Dental

### 1.1 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 1.1.2 to 1.1.6 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.

1.1.1	Benefit Scale	Sum Insured
1.1.2	Death	£20,000
1.1.3	Permanent blindness in one or both eyes	£20,000
1.1.4	Permanent deafness in both ears	£20,000
1.1.5	Loss of limb	£20,000
1.1.6	Permanent Total Disablement	£20,000
1.1.7	Temporary Total Disablement	£100 per week
1.1.8	Dental treatment	£1,500
1.1.9	Hospital benefit	£50 (for each 24 hours in hospital)

### 1.2 Specific Conditions

- 1.2.1 If you are injured you must seek medical attention as soon as possible.
- 1.2.2 You agree that we may appoint our own medical advisers to examine you as often as necessary.
- 1.2.3 You agree to provide us with a certificate of fitness to ride from a doctor if you are over 65 years of age and you will be responsible for any charges incurred to obtain this.
- 1.2.4 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 or condition not have been present.
- 1.2.5 In the event of a claim, we and/or our 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.

- 1.2.6 You agree that it will be your responsibility to pay for any medical records or medical fees necessary to support your claim.

### 1.3 Exclusions

The following are excluded from cover:

#### Any claims by you for;

- 1.3.1 more than one of the benefits listed above in items 1.1.2 to 1.1.6.
- 1.3.2 death if this occurs more than 4 weeks after the date you were injured.
- 1.3.3 permanent total disablement until 52 weeks after the date of the accident has expired.
- 1.3.4 the first 7 days of temporary total disablement for each accident.
- 1.3.5 temporary total disablement after the first 52 weeks have expired.
- 1.3.6 an accident resulting in a head or spine injury if you were not wearing the required safety standard protective headgear or backgear.
- 1.3.7 more than 30 days hospital benefit for each incident.
- 1.3.8 the first £50 for any dental treatment claim.
- 1.3.9 any pre-existing conditions.

#### Any claims if:

- 1.3.10 you are under 18 years old or over 75 years old.
- 1.3.11 you are riding the horse for professional lessons or riding at a riding establishment

#### Any claims if the accident was as a result of:

- 1.3.12 any business activity, your profession, your occupation or whilst you are working for someone whether you are being paid or not.
- 1.3.13 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.
- 1.3.14 deliberately exposing yourself to exceptional danger, unless it was an attempt to save someone's life.
- 1.3.15 engaging or taking part in horse riding activities outside the territorial limits.
- 1.3.16 engaging or taking part in riding activities outside the Jockey Club rules.
- 1.3.17 a criminal act.
- 1.3.18 Any claims after the policy end date.

# Section 2

## Third Party Liability

### 2.1 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 shown on the schedule) and you are legally responsible we shall pay up to the benefit limit in respect of:

2.1.1 Compensation and the claimant's costs and expenses;

2.1.2 The legal costs and expenses of defending a claim made against you under this section.

In this section 'you' also includes anyone riding your horse with your permission.

### 2.2 Specific Conditions

2.2.1 You must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident.

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.2.5 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.

### 2.3 Exclusions

This policy shall not apply to liability in respect of:

**Any compensation, costs or expenses-;**

2.3.1 for defending you where we have not agreed to it in writing beforehand;

2.3.2 if you are legally liable because of a contract you have entered into;

2.3.3 if the claimant is a person who lives with you, is a member of your immediate family or is employed by you;

2.3.4 which involves your employment, profession, occupation or business;

2.3.5 which results from the hiring out or lending of your horse to any third party;

- 2.3.6 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;
- 2.3.7 if your horse is a racehorse;
- 2.3.8 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;
- 2.3.9 for an incident or accident at your workplace;
- 2.3.10 for damage to property belonging to or in the care custody or control of you or your Immediate family;
- 2.3.11 if all or part of a fence, a wall, a gate or an agricultural crop is damaged whilst you are riding your horse or your horse trailer;
- 2.3.12 if the liability is compulsorily insurable under any Road Traffic Act or similar legislation;
- 2.3.13 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;
- 2.3.14 if the incident results from the business activities of a riding establishment;
- 2.3.15 in respect of breeding or attempting to breed from your horse, including any activity involving artificial insemination;

**Any claims;**

- 2.3.16 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.
- 2.3.17 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.
- 2.3.18 As a result of your horse's interaction with other animals.
- 2.3.19 As a result of any person handling your horse without your permission or consent.
- 2.3.20 Covered in whole or in part by any other insurance.
- 2.3.21 Occurring outside the territorial limits and/ or The Channel Islands or Isle of Man.

2.3.22 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):

2.3.23 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.

2.3.24 Any fines, compensation and prosecution costs following your prosecution under the provisions of the (Protection of Livestock) Act 1953.

2.3.25 Any compensation, costs and expenses if you are responsible under the laws of any country, other than Member states of the European Union.

2.3.26 Any legal liability that is insured by another policy.

2.3.27 The excess applicable to this section of cover.



# Section 3

## Custodial Liability

### 3.1 Cover

Where a horse that you are riding is injured as a result of an accident and you are found legally responsible, we shall pay up to the benefit limit or market value of the horse, as specified in your schedule, whichever is the lesser amount.

### 3.2 Specific Conditions

- 3.2.1 You must not admit responsibility at any time, nor agree to pay any claim or negotiate with any person following an incident.
- 3.2.2 We will take control of your claim and you must allow us to prosecute in your name for our benefit.
- 3.2.3 We require you to send us any writ, summons or legal documents you receive, without delay and respectfully request that you do not reply to any document received.
- 3.2.4 You agree to provide us with any information that we may require in connection with your claim, such as details of the horse's history including but not limited to medical history.
- 3.2.5 You agree to assist us in our investigations into any incident that results in a claim, including but not limited to, providing us with written statements and attending any court or other such event as required.

### 3.3 Exclusions

- 3.3.1 Any claim in excess of the benefit limit as noted in your schedule.
- 3.3.2 Any claim for defending you where we have not agreed to do so in writing beforehand.
- 3.3.3 Any claim where you are legally responsible due to a contract you have entered into.
- 3.3.4 Any claim where the horse belongs to you or to a relative of yours.
- 3.3.5 Any claim if the horse belongs to an agent, employee, employer, license, guest or any person engage in a contractual or business relationship with you.
- 3.3.6 Any liability arising directly or indirectly, through or in connection with, the carrying on of any trade, business or profession.
- 3.3.7 Any costs relating to euthanasia or disposal.
- 3.3.8 Any costs which are indirectly caused by the event which led to your claim, unless specifically stated as covered under this policy.
- 3.3.9 Any costs if you are legally responsible under the laws of any country other than the UK and other European Union member countries.
- 3.3.10 Any legal liability that is insured by another policy.

# Section 4

## Emergency Vet Fees

### 4.1 Cover

We will pay up to the benefit limit as specified in your schedule, for the following, if the horse you are riding is injured as a result of an accident and requires immediate veterinary treatment;

- Vets attendance fee.
- The cost of veterinary treatment at the scene of the accident and for up to 24 hours immediately after the accident.
- The cost of moving the horse from the scene of the accident to the place it is normally kept.
- The cost if the horse you are riding is injured as a result of an accident.

### 4.2 Specific Conditions

- 4.2.1 You agree that you have been given permission by the owner of the horse to make all decisions regarding the horse's welfare in the event that emergency vet treatment is required.
- 4.2.2 You agree that where there is a disagreement between your vet and our veterinary advisor over treatment this will be referred to an independent vet, agreed by both parties, who will act as an arbitrator resulting in his decision being accepted.
- 4.2.3 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, knocks) this will be considered a bilateral condition and when applying the benefit limit or an exclusion bilateral conditions are considered as one condition.

### 4.3 Exclusions

The following are excluded from cover:

- 4.3.1 Any costs that were not incurred by a vet attending the scene of the accident.
- 4.3.2 Any injury that first showed clinical signs before the accident date.
- 4.3.3 Any claim for an injury or accident that occurred before the commencement date.
- 4.3.4 The cost of any veterinary treatment that you choose to have carried out, that is not required to treat an injury, including any complications that arise from this treatment.
- 4.3.5 Any dental or gum treatment.
- 4.3.6 Costs which are not supported by an original receipt or invoice itemising the treatment costs incurred.

- 4.3.7 Any costs incurred in carrying out a post mortem examination.
- 4.3.8 The cost of any veterinary treatment if the horse you are riding is aged under 30 days or 25 years or over.
- 4.3.9 The cost of any treatment that results from an injury while taking part in an activity not shown as covered in your schedule.
- 4.3.10 The cost of any treatment or medication which is to be provided or supplied for use after the 24 hours from the accident.
- 4.3.11 Any illness.
- 4.3.12 The excess applicable to this section of cover.

# Section 5

## General Conditions

### 5.1 General Conditions

**5.1.1** 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.

**5.1.2** If any of the following changes in circumstances occur you must notify AFI as soon as possible;

- Change of ownership
- Change of address
- Following any non-routine visit to/from a vet
- Your horse develops vicious tendencies
- You are planning on using your horse for breeding, working or hunting
- You receive a complaint against your horse

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.

**5.1.3** 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.

**5.1.4** All horse trailers, as well as saddlery and tack must be maintained in good condition.

**5.1.5** You must ensure that your horse is vaccinated against any disease a vet recommends that your horse is vaccinated against.

**5.1.6** 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.

**5.1.7** 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.

- 5.1.8** At commencement of the policy your horse must be in sound health with no illness, disease, lameness, Injury or physical disability whatsoever.
- 5.1.9** 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 6

## General Exclusions

- 6.1 We will not pay any claims relating to any pre-existing conditions.
- 6.2 We will not pay any claims for an illness.
- 6.3 We will not pay any claim for an injury which is listed as an exclusion in your schedule.
- 6.4 We will not pay any claims as a result of an activity that is not shown as covered in your schedule.
- 6.5 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.
- 6.6 We will not pay any claims arising as a result of an act of parliament, by law or central or local government regulation.
- 6.7 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.
- 6.8 We will not pay any claim which involved you taking part in any professional competition or racing.
- 6.9 We will not pay any claims where you are riding a horse which is being used in any trade, profession or business, unless we have agreed in writing to cover such use.
- 6.10 We will not be liable where we have not received the correct premium before the start of each policy period.
- 6.11 We will not pay any claim if the horse is less than 30 days old or over 25 years old.
- 6.12 We will not pay any claim if you are under the 18 years old or over 75 years old.
- 6.13 We will not be liable under this policy unless you have complied with all the terms, conditions and endorsements of this policy.
- 6.14 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.
- 6.15 We will not pay any costs for legal expenses resulting from criminal proceedings because of a deliberate act by you.
- 6.16 We will not pay any claim caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 6.17 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.
- 6.18 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.

- 6.19 We will not pay any claim caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- 6.20 We will not pay any claim for fines or penalties that you are liable to pay.
- 6.21 We will not pay any claim which results from you acting or behaving unlawfully or partaking in a prohibited or illegal deed.
- 6.22 We will not pay any claim if you break United Kingdom laws or regulations, including those relating to animal health or importation.
- 6.23 We will not pay any claim resulting from diseases transmitted from animals to humans.
- 6.24 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.
- 6.25 We will not pay any claims after the end date.
- 6.26 We will not pay any claim caused by barbed wire or other fences.
- 6.27 We will not pay any claim caused by Chinese lanterns.
- 6.28 We will not pay any claim associated with your horse being used for breeding, working or hunting.
- 6.29 We will not pay for any loss, damage or liability that is insured by another policy.

# Section 7

## Cancellation Rights

- 7.1** 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.
- 7.2** 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.
- 7.3** If we have paid a claim you will not receive the full return of your premium.
- 7.4** 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.
- 7.5** 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](mailto:info@animalfriends.co.uk)**.



# Section 8

## 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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 organisations 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](mailto: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 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](http://www.animalfriends.org.uk) or email us at [info@animalfriends.co.uk](mailto: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 United Kingdom Law and in the absence of any agreement to the contrary, the relevant United Kingdom law will apply. Any disputes shall be referred to the exclusive jurisdiction of the relevant United Kingdom Courts.

# Section 9

## Complaints Procedure

If you have a complaint please follow this procedure.

- 9.1** 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](mailto:complaints@animalfriends.co.uk) or 0344 557 0300.
- 9.2** 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 (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR or they can be contacted on 0300 123 9123.  
Their email address is [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- 9.3** Your legal rights are unaffected.