



## **AMLIN PLUS LIMITED**

14 Fenchurch Avenue, London EC3M 3BS

### **Policy Summary**

*The following summary does not contain the full terms and conditions of the contract which can be found in the policy document, a copy of which is available on request. The summary does not form part of your contract of insurance.*

### **Statement of Demands and Needs**

This insurance is designed to meet the demands and needs of the owner wishing to protect against: **All Risks of Mortality & Loss of Use.**

### **Insurer**

This Insurance is underwritten by Syndicate 2001 at Lloyd's ("the Insurer") which is wholly owned and managed by Amlin Underwriting Limited who registered address is St Helen's, 1 Undershaft, London EC3A 8ND. Amlin Underwriting Limited is authorised and regulated by the UK Financial Services Authority and its registration number is 204918. It is also registered with the Society of Lloyd's and its number is 01901D.

### **About your policy**

This Insurance provides the following coverage: ***Equine Insurance – All Risks of Mortality & Loss of Use Insurance***

This Insurance only relates to the coverage which you request and the Underwriters agree to insure.

### **Cover specific features and benefits**

The Underwriters will pay up to the sum insured shown in the policy certificate for the fair market value for your horse in the event of:

- Death (as a result of accident, injury, illness or disease),
- Theft,
- Humane destruction (as defined in the policy document),
- Death or humane destruction directly resulting from theft of the horse,
- Loss of Use, which covers your horse against being rendered totally and permanently incapable of performing the use for which it is kept and insured as a result of an illness or injury occurring or arising during the period of this insurance. It is agreed that in the event of settlement by the Underwriters under this extension,

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Registered Office: St Helen's, 1 Undershaft, London EC3A 8ND Authorised and regulated by the Financial Services Authority

the Underwriters shall if they so elect take undisputed ownership of the Animal in question and all papers pertaining to it.

Extensions to cover that are available (if you have requested cover and the Underwriters have agreed to insure):

- Twelve month extension (basic cover provided is 90 days after expiry of this Insurance).
- Stallion permanent disability which covers total permanent Infertility, or inability to breed mares.
- Prospective foal which covers the foetus in the mare from 45 days post last mating until 30 days after birth.

### **Significant or Unusual Exclusions or Limitations**

The policy document contains a number of exclusions and other limitations. The more significant exclusions applying to this policy or added to the policy by endorsement that will bar any payment are listed below.

This Insurance excludes loss due to or relating to:

1. death, intentional slaughter or HUMANE DESTRUCTION from a disease if the HORSE is subject to a government or public or local authority quarantine and/or restriction order relating to an outbreak or suspected outbreak of that disease.
2. death or humane destruction caused by one or more of the following:
  - any surgical operation unless conducted by a veterinary surgeon necessitated solely by accident, illness or disease.
  - the administration of any medication unless by a veterinary surgeon necessitated by accident, illness or disease.
  - wilful injury or intentional acts or omissions by the insured or other persons who have care, custody or control of the horse.
  - failure by the insured or other persons who have care or control of the horse to provide proper care and attention.
  - avian Influenza or any mutant variation thereof. (It may be possible to purchase this cover. Please contact your insurance intermediary for further advice).
3. terrorism.
4. death or humane destruction that take place outside the geographical limits stated.
5. incorrect use.
6. humane destruction on economic grounds.
7. Loss of Use:
  - i. Any loss as a result of blemishing,
  - ii. Any loss due to an Animal's inability to breed other than as a direct result of or directly arising out of an accident, illness or disease,
  - iii. Any loss as a result of an Animal being barred from participating in shows by virtue of the regulations laid down by any Society or Breed Association

- in respect of horses suffering from a wind condition or which have been operated on for such conditions.
- iv. any loss as a result of lack of ability or suitability or behavioural problems.
8. public liability for property damage or injury arising from the ownership or use of the horse.

### **Key Policy Conditions**

- a) **You have declared the horse to be in sound health and free of any illness unless pre-existing conditions have been agreed by the Underwriters.**
- b) You must be the owner of the horse and pay the premium prior to the agreed due date.
- c) If the horse shall be operated on for castration or spaying the insurance cover ceases at midnight of the day prior to the operation.
- d) You must notify the Underwriters immediately of event that may be subject of a claim under the policy.
- e) You must pay for a veterinary surgeon to treat the horse in event of illness or physical disability or in event of death pay for a post mortem. At the same time you must inform the Underwriters without delay.
- f) You are required to complete and send a claim form to the Underwriters within 60 days of death, humane destruction or theft.

### **Period of Insurance**

The period covered by this Insurance is twelve months (unless expressly stated otherwise). Renewal will be subject to the terms and conditions that apply at the time of renewal.

### **Cancellation**

#### **Your Right to Cancel**

You have a statutory right to cancel the policy within 14 days starting on the later of the date you

- enter into the contract, or
- receive the policy documentation.

*To cancel please write to the insurance intermediary who sold you this Insurance or to the correspondence address shown on your policy schedule. On receipt of your notice of cancellation, the Underwriters will ask you for a declaration of Significant Risk. In the declaration of Significant Risk you will confirm whether or not the horse has been involved in transit to or from any destination, racing or presented at any show or competition.*

*If you do not exercise your right to cancel within the statutory period then you may cancel this policy at any other time but any refund of premium may be calculated on short period rates set out in the policy. If a loss is paid on the horse then no refund will be allowed.*

*The Underwriters may cancel your insurance at any time by mailing written notice to your address as shown in the Schedule, stating a date at least 5 days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the*

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*paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.*

## **Premiums**

All premiums received by Amlin Plus Limited are held by us as agent of the insurer.

## **Claims**

***Please note that all claims handled by Amlin Plus Limited are handled on behalf of the insurer.***

If you believe that you have a claim under this Insurance, you should notify us immediately quoting your certificate number and full details of your claim.

Amlin Plus Limited  
14 Fenchurch Avenue  
London  
EC3M 3BS  
Tel: 020 7423 0920  
Fax: 020 7423 0929

## **Complaints**

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the General Manager either in writing at Amlin Plus Limited at the address shown above or by telephone on 020 7423 0920.

In the event that you remain dissatisfied you can refer the matter to Policyholder & Market Assistance at Lloyd's. The contact details are:

Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

Complaints that cannot be resolved by Policyholder & Market Assistance at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

## **Compensation**

Amlin Plus Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim.

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsofen Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## **Law Applicable to the Insurance**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

## **Data Protection**

To consider your request for insurance cover or administer subsequent dealings in respect of your insurance we must process your personal data and where appropriate your "sensitive" personal data and in doing this we will comply with the provisions of the Data Protection Act 1998.

In order to provide and maintain your insurance cover, we need to pass your information to the underwriters of Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA.

Unless required by Law, or as necessary to effect or administer you insurance none of your personal data (even if not "sensitive") will be disclosed without your consent to any person or organisation, or used for any purpose.

We have entered into contract terms with all the companies to whom we pass your data, requiring them to comply with the provisions of the Data Protection Act 1998.

The Data Controller is Amlin Plus Limited.

## **Taxes**

There maybe circumstances where taxes may be due that are not paid via Amlin Plus Limited and therefore if this occurs then it is the responsibility of the insured to ensure that these are paid direct to the appropriate regulatory authority.

## **Language**

All documentation will be stated in English unless otherwise agreed with yourselves prior to the conclusion of the contract.