



## HORSEBOX BREAKDOWN ASSISTANCE

You should keep this Policy Document in a safe place

### Welcome to SilverKnight Rescue

For Assistance in the UK call Our Emergency Centre on

**01904 238261**

and quote this policy number

**SKRS150701PLHB**

#### Please refer to SECTION 8: REQUESTING ASSISTANCE

This is a legally binding contract of insurance between You (the **Policyholder**) and **Us** (the insurer). This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting anyone else's permission by giving fourteen days notice to **You**. **We** agree to cover the person named by **Your Agent** under the terms and conditions of this policy, as long as the premium has been paid.

#### MEANING OF WORDS

The following definitions apply to this policy where the word appears in bold text:

1. **AGENT** means the intermediary from whom **You** have purchased this insurance
2. **COVERHOLDER** means General Legal Protection Limited who administers this insurance and handles claims under this insurance on **Our** behalf
3. **GEOGRAPHICAL LIMITS** means the United Kingdom, the Isle of Man and the Channel Islands.
4. **HORSE(S)** means up to the maximum permitted number of horse (s) being transported by **Your Insured Vehicle**
5. **INSURED INCIDENT** means Mechanical breakdown, accident, vandalism, fire, theft or attempted theft, flat battery, loss or breakage of keys, lack of fuel or accidental damage to tyres, occurring within the **Geographical Limits** during the **Period of Insurance**.
6. **INSURED PERSON (S)** means the **Policyholder** whilst an occupant/driver of the **Insured Vehicle**, and/or any other authorised driver/occupant/pillion of the **Insured Vehicle**.
7. **INSURED VEHICLE** means the make, model and registration number of the motor vehicle declared to **Us** at inception of this insurance by **Your Agent** and normally kept at the **Policyholder's** home address which is a private horsebox motor vehicle owned by the **Policyholder** not used by **You** for hire or reward; registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; in good roadworthy condition and maintained and operated in accordance with manufacturers' recommendations.
8. **PERIOD OF INSURANCE** means the period shown in the period of cover above, which commences either at the start of the underlying motor insurance or at the expiry of the previous breakdown policy. This period will not exceed the 12 months from commencement.
9. **POLICYHOLDER, YOU** or **YOUR** means The person advised to **Us** as the owner of the **Insured vehicle**.
10. **WE, OUR, US** means AmTrust Europe Limited, the insurer of this policy

#### SECTION 1(A): ROADSIDE ASSISTANCE

If the **Insured Vehicle** is immobilised or rendered unroadworthy at the roadside as a result of an **Insured Incident**, **We** will arrange for roadside assistance and if necessary towing to the nearest available repairer.

#### SECTION 1(B): HOMESTART

If the **Insured Vehicle** is immobilised or rendered unroadworthy at **Your** home address as a result of an **Insured Incident**, **We** will arrange for assistance at or within 1 mile of **Your** home address or stable and if necessary towing to a suitable repairer.

#### Specific Exclusions applying to Section 1

What is not covered:

- a) Labour charges in excess of one hour.
- b) The cost of replacement parts or other materials used in the repair. **You** will be responsible for paying these costs directly to the repairer.
- c) **Insured Incidents** occurring outside the **Geographical Limits**.

#### SECTION 2: MESSAGE RELAYS

If **We** have been contacted in connection with an **Insured Incident** occurring away from **Your** home address, **We** will relay up to 2 telephone messages within the United Kingdom to **Your** family members, friends or business associates to advise of unforeseen travel delays.

#### SECTION 3: VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the **Insured Vehicle** caused by an **Insured Incident**, and it is apparent repairs cannot be effected by the end of the working day in which the **Insured Incident** occurred, then provided **Our** services were requested at the time of the **Insured Incident**:

EITHER

- 3.1 **We** will arrange and pay for transport of the **Insured Person(s)**, and if appropriate, the **Insured Vehicle** and **Horse(s)**, and in any event, the method of recovery will be at **Our** discretion:
  - 3.1.1 to **Your** home address
  - 3.1.2 to the original destination within the **Geographical Limits**
  - 3.1.3 to a repairer in the vicinity of either of the above locations

OR

- 3.2 If the **Insured Vehicle** is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary **We** will arrange and pay reasonable costs for the following benefits:
  - 3.2.1 The reasonable cost of an equivalent self-drive vehicle, where available, for up to 24 hours to either continue the journey or return home within the **Geographical Limits**. **We** will pay for rental charges, insurance and any necessary drop-off charge, but **You** remain responsible for the cost of any fuel used.
  - 3.2.2 The reasonable cost of onward travel to the agreed destination by public transport for the **Insured Person(s)** within the **Geographical Limits**. The means of such transport shall be at **Our** discretion.
  - 3.2.3 The cost authorised by **Us** for necessary bed and breakfast overnight accommodation for the **Insured person(s)** in a local hotel whilst awaiting repairs, when the **Insured incident** has occurred after 10pm more than 25 miles from the **Policyholder's** home address notified to **Us** by **Our** recovery operator.
  - 3.2.4 The cost authorised by **Us** for necessary overnight livery costs up to the maximum permitted number of **Horse(s)** being transported in **Your Insured Vehicle** at the time of the **Insured Incident**.

#### Specific Exclusions applying to Section 3

What is not covered:

- a) Any vehicle hire, or travelling or accommodation costs in total exceeding £400
- b) Any costs which would have been incurred in the course of a journey if the incident giving such rise to a claim had not occurred.
- c) **We** will not be responsible for any damage to or theft of objects or accessories which are left in or outside any **Insured Vehicle**.
- d) The cost of replacement parts or other materials used in the repair. **You** will be responsible for paying these costs directly to the repairer.

#### SECTION 4: GENERAL EXCLUSIONS

No cover shall apply in respect of:

- 4.1 Vehicles which have not been maintained and operated in accordance with the manufacturers recommendations; a previous inadequate repair; unsuccessful D.I.Y dismantling and/or reassembly; any recurring claim due to the same cause, where action has not been taken to correct the fault.
- 4.2 Vehicles which the **Policyholder** has not repaired even though **We** have told the **Policyholder** to get it repaired. If the **Policyholder** fails to repair the **Insured Vehicle**, **We** will not provide any part of **Our** service the next time the **Insured Vehicle** breaks down.
- 4.3 Garages, recovery operators or emergency services carrying out work that **We** have not agreed to.
- 4.4 Vehicles being used for hire or reward, or for motor rallies, speed or duration tests, or practicing such events.
- 4.5 The provision of service to **Insured Vehicles** stranded by floods, snow, sand or mud.
- 4.6 Vehicles not in a roadworthy condition at the time cover is effected.
- 4.7 Vehicles not holding a valid MOT certificate.
- 4.8 Any breakdown if **We** think the **Insured Vehicle** is dangerous or illegal to repair or transport.
- 4.9 Any wilful act of an **Insured Person**.
- 4.10 Claims arising from loss or damage to contents of the **Insured Vehicle**.

- 4.11 Any claim resulting from war, invasion, act of foreign enemy, hostilities (whether war may be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power, or taking part in civil commotion or riot of any kind.
- 4.12 Loss or destruction or damage, or any loss or expenses whatsoever resulting from:
- 4.12.1 Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
- 4.12.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4.13 Any expense which at the time of incurring such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- 4.14 Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this policy.
- 4.15 Losses as a result of the provision of, or delay in providing, the services to which this policy relates.
- 4.16 Any ferry and toll fees and/or any storage, release or police fees.
- 4.17 The collection of the **Insured Vehicle** from the garage after **We** have taken it there.
- 4.18 Any claim occurring while the **Insured Vehicle** is towing or carrying more weight/persons than for which it is designed as stated in the manufacturer's specifications, or in any event carrying more than 8 persons unless previously approved by **Us** and any additional premium paid.
- 4.19 Any person who drives the **Insured Vehicle** who does not hold a valid driving licence issued by a competent Authority.
- 4.20 More than:-
- 4.20.1.1 Two claims of any one type during any one **Period of Insurance**
- 4.20.1.2 Four claims in total during any one **Period of Insurance**
- 4.21 Any costs arising from the failure of the **Insured Person** to comply with **Our** requests or those of the representative appointed by **Us** to assist **You**.
- 4.22 The cost of recovery of the **Insured Vehicle** to more than one location in respect of any one **Insured Incident**.

#### SECTION 5: GENERAL CONDITIONS

- 5.1 The **Policyholder** shall take all precautions to prevent or minimise any loss, damage or breakdown covered under this policy;
- 5.1.1 The **Policyholder** shall take all steps necessary to expedite the completion of repairs;
- 5.1.2. The **Policyholder** shall not abandon the **Insured Vehicle** or any parts thereof to **Us** without authorisation.
- 5.2 **We** will not accept liability for expenses incurred without prior knowledge or consent and the Emergency Centre must be contacted immediately when an incident arises that may be the subject of the claim.
- 5.3 **You** must comply in full with all the terms and conditions of this policy before a claim will be paid. **You** must make no admission offer, promise or payment without prior consent. In order to benefit from the cover, an **Insured Person** other than the **Policyholder** must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 5.4 **We** may at **Our** own expense take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **Us**.
- 5.5 If any fraudulent claim is made or if any fraudulent means of devices are used to obtain benefits under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be re-paid to **Us**.
- 5.6 **You** will be required to reimburse **Us**, within seven days of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance.
- 5.7 A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under the insurance will be acting as **Your** representative for such repair work.
- 5.8 Service will be provided only to the **Insured Vehicle** (together with any trailer) declared to **Us** or a vehicle that has been notified to **Us** by the **Agent** as being the permanent substitute for the original **Insured Vehicle**. The **Policyholder** should therefore ensure that such notification is made immediately when a substitution occurs to avoid service being withheld.
- 5.9 Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.

5.10 It is agreed by **You** that any information provided to **Us** regarding the **Insured** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

#### SECTION 6: CANCELLATION PROVISIONS

- 6.1 This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this insurance, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.
- 6.2 If the policy is cancelled after the cooling off period any return premium due to **You** will depend on how long this insurance has been in force to be agreed by **You** and **Us** at the time of cancellation, and whether **You** have made a claim.

#### SECTION 7: COMPLAINTS PROCEDURE

**We** always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. **The**

**Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and micro-enterprises" (an EU term covering smaller businesses) as long as they have an annual turnover of *less than* two million euros and *fewer than* ten employees. The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

#### SECTION 8: REQUESTING ASSISTANCE

IN AN EMERGENCY, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE **OUR** EMERGENCY CENTRE STATING **YOUR** NAME, POLICY NUMBER, AND BROKER NAME AND ADDRESS. ON MOTORWAYS USE THE NEAREST EMERGENCY TELEPHONE AND PROVIDE THE POLICE WITH **OUR** VEHICLE ASSISTANCE EMERGENCY NUMBER AND **YOUR** POLICY DETAILS. REMEMBER, TO COMPLY WITH THE POLICY TERMS AND CONDITIONS YOU MUST CONTACT **US** BEFORE INCURRING SUBSTANTIAL EXPENSES IN ORDER TO OBTAIN **OUR** PRIOR AUTHORISATION.

#### SECTION 9: DATA PROTECTION ACT 1998

##### Data Protection & Privacy Statements Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** data as described below.

##### Data Protection Policy

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

##### Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about

health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

#### How we use and protect your information and who we share it with

**We** will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust Group companies (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the USA). By purchasing this policy you have consented to your data being stored and processed in the USA. **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose **Your** information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

**We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

#### Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

#### Marketing

**We** will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

#### Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

#### Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.



André Scruton, Managing Director

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AmTrust Europe Limited underwrite these policies that General Legal Protection Limited administer on their behalf

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