



CARRIAGE & HARNESS INSURANCE POLICY

POLICY TERMS & CONDITIONS

Underwritten by:

Convex Insurance UK Limited

Issue ref: January 2020

CARRIAGEHOUSE CARRIAGE AND HARNESS POLICY

INFORMATION

This Policy, including the Schedule and any attaching endorsements are a single contract and should be read as one document.

This Policy does not cover **you** and **your** property against everything that can happen so please read the whole document carefully. It is arranged in different Sections. It is important that:

- 1) **you** are clear which Section(s) **you** have requested and want to be included;
- 2) **you** are clear what each Section covers and does not cover;
- 3) **you** understand **your** own duties under each Section and under this Policy as a whole;
- 4) **you** should keep this Policy in a safe place.

If **you** have any concerns **you** should contact **us**.

THE SCHEDULE

The Schedule is evidence of **your** contract of insurance with **Us**. It shows details of **you**, the items insured, the sums insured of items insured, the **period of insurance** and the Section(s) of this Policy which apply.

ENDORSEMENT

Means a change in the terms and conditions of this **Policy** that can extend or restrict cover or a change to the details of the insured items covered by this policy.

LAW AND JURISDICTION APPLICABLE TO THIS POLICY

Notice to **you** - The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless **We** agree otherwise the language of this Policy and all communications relating to it will be in English.

PREMIUM PAYMENT

If the premium due under this contract has not been paid to **Us** by the inception of this contract of insurance (and in respect of installment premiums, by the date they are due) **We** shall have the right to cancel this contract of insurance by notifying **You** in writing. In the event of cancellation, the premium for the period that **We** are on risk is due to **Us** and in the event of a loss or occurrence prior to the date of cancellation which gives rise to a valid claim under this contract of insurance, the full contract premium will be payable to **Us**.

We shall give not less than Seven (7) working days prior notice of cancellation to **You**. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms, including the premium, **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all Claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any Claim and return the premium **You** have paid, as if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, as if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any Claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, as if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding Claims and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future Claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

CHANGES WE NEED TO KNOW ABOUT

You must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

SANCTIONS

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

FRAUD

If **You**, or anyone acting for **You**, makes a Claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** Claim or any other Claim **You** have made or may make under this policy. In addition, **We** will have the right to:

- (a) treat this policy as if it never existed, or at **Our** option terminate this policy, without returning any premium that **You** have paid;
- (b) recover from **You** any amounts that **We** have paid in respect of any Claim, whether such Claim was made before or after the fraudulent Claim; and
- (c) refuse any other benefit under this policy.

CANCELLATION AND COOLING OFF PERIOD FOR NEW POLICIES

1) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy by notifying the **Insurer** in writing within fourteen (14) days of either:

- i) the date **you** receive this new Policy, or
- ii) the start of **your** initial **period of insurance**

whichever is the later.

A full refund of any premium paid will be made less an amount for the time on risk unless **you** have made a claim in which case the full annual premium is due.

2) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this Policy after the cooling-off period by notifying **Us** in writing. Any return of premium due to **you** will depend on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

3) Our Right to Cancel

We are entitled to cancel this Policy by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will depend on how long the Policy has been in force unless **you** have made a claim in which case the full annual premium is due.

CANCELLATION FOR RENEWAL POLICIES

1) Your Right to Cancel

You are entitled to cancel this Policy by notifying **Us** in writing. Any return of premium due to **you** will depend on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

2) Our Right to Cancel

We are entitled to cancel this Policy by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will depend on how long the Policy has been in force unless **you** have made a claim in which case the full annual premium is due.

AVERAGE CLAUSE

This Policy is subject to the condition of average. That is to say, if the property covered by this Policy at the time of any loss, is of greater value than the sum insured, **you** will only be entitled to recover such proportion of the loss as the sum insured bears to the total value of the property.

This clause does not apply to those items insured on an Agreed Value basis.

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to the **Insurer** regarding **you** or **your family** 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 or complaints, if any, which may necessitate providing such information to third parties.

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

DEFINITIONS

Wherever the following words appear in **bold** in this Policy they will have the following meanings:

Carriage means

A vehicle with wheels drawn by one or more **horse(s)** or a sleigh specifically designed to be drawn by one or more **horse(s)** or a horsedrawn agricultural implement

Current Market Value means

The price at which ownership of the **Harness or Carriage** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts

Excess means

The amount **you** will have to pay towards each and every separate claim

Family means

Your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address), any dependent children (including foster children) or dependent grandchildren, grandfather, grandmother, stepfather, stepmother, brother, sister, half brother or half sister and other relatives who permanently live with **you** **Family** does not include lodgers or paying guests.

Harness means

Driving harness including bridles, bits and reins worn by a horse to pull a carriage, sleigh or farm implement

Insurer means

Convex Insurance UK Limited

Period of Insurance means

The period specified on your schedule during which cover is provided by this policy

Third Party means

A person other than **you** or a member of **your family** or custodian of the insured horse

United Kingdom means

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries

Wrongful Act means any negligent act, negligent error or negligent omission by **You**.

We / us / our means

Carriagehouse (UK) Limited trading as Carriagehouse Insurance, acting as Underwriting and Claims Administrators on behalf of **your insurer**

You / your / Insured means

The person or persons, partnership, corporation or organisation named in the Schedule and all members of **your family**

YOUR OBLIGATIONS AND DUTIES

Your duties:

- 1) **You** must take all reasonable steps to prevent loss, damage or accidents and keep all insured property in a good state of repair.
- 2) **You** must tell **us** as soon as practicable if **you** stop using **carriage or harness** for the purpose stated on the Schedule for Class of Use.
- 3) **You** must tell **us** as soon as possible about any changes in the information **you** have provided to **us**.

We will tell **you** if such change affects **your** Policy and, if so, whether the change will result in revised terms and/or premium being applied to **your** Policy.

If **you** fail to comply with any of the above duties this Policy may become invalid and **your** claim may not be paid.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS POLICY

Conditions 1 to 6 are special conditions and are very important.

Conditions 1 to 6 apply if you or others who have care, custody or control of the horse(s) insured, have knowledge of such events or ought reasonably to know about them

- 1) At the commencement of this Policy **you** must be the sole owner of all the **carriage or harness** insured, or have advised us of **your** proportionate interest in each **carriage or harness** not wholly owned. This Policy shall cease to cover the **carriage or harness** immediately when **you** sell the **carriage or harness** or part with any interest in the **carriage or harness**, whether temporarily or permanently. The Policy will also cease to cover any current claims immediately **you** sell or relinquish custody of the **carriage or harness**.
- 2) **You** must provide proper maintenance and attention for all **carriage or harness** at all times.
- 3) **You** must notify **us** as soon as practicably possible in the event of any occurrence which may or is likely to give rise to a claim under any Section of this Policy including any incidents involving accidents, any thefts or attempted thefts.
- 4) The **carriage or harness** must not be used for any purpose other than those included in the Class of Use specified in the Schedule without the **Our** written consent. The definitions of the activities covered by each class of use is attached to your policy schedule.
- 5) If at any time, any claim arises under this Policy and there is any other current insurance covering the same liability, loss or damage, irrespective of the existence of any similar condition or exclusion relating to non-contribution, **We** will not be liable to contribute more than its rateable proportion.
- 6) Regardless of **your** claims history, **We** reserve the right not to offer renewal terms to **you** or to invite **you** to renew **your** Policy on amended policy terms and conditions. This includes:
 - i) imposing special terms such as the application of excesses
 - ii) increasing your premium
 - iii) excluding cover
 - iv) amending policy wordings and/or
 - v) changing your payment type

We will notify **you** in writing of the terms upon which **your** renewal is being invited

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS POLICY

Loss of Value

We will not pay for any reduction in value of any item insured or an undamaged part of a pair or set following repair or replacement paid for under this Policy.

Wear and Tear

We will not pay for damage caused by wear and tear.

Nuclear Risks

We will not pay for:
Nuclear reaction, nuclear radiation or radioactive contamination

War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Existing and Deliberate Damage

We will not pay for physical loss or damage

- 1) occurring before cover starts or arising from an event before cover starts;
- 2) caused deliberately by **you** or any member of **your family**.

Biological and Chemical Contamination Clause

We will not pay for

- 1) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
- 2) any legal liability of whatsoever nature;
- 3) death or injury to any person;

directly or indirectly caused by or contributed to or arising from Biological or Chemical contamination due to or arising from

- i) Terrorism;
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

GENERAL OPERATIVE CLAUSE

In return for payment of the premium when it falls due, **We** will reimburse **you** for loss occurring during the period of insurance stated in the Schedule up to but not exceeding the Sum(s) Insured or Limits of Liability stated in the Schedule, but only for the Section(s) shown under 'Sections Operational' in the Schedule.

Payment is always subject to the terms, exclusions and conditions of the Policy.

The Policy is operative only within the **United Kingdom**, unless specified otherwise in **your** Schedule.

SECTION 1 – CARRIAGES AND ACCESSORIES

COVER PROVIDED

We will pay **you** the lesser of the **current market value** of the **carriage** or the sum insured specified in the Schedule for the **carriage** or the cost of repairs for loss or damage as a result of fire, storm, theft, malicious damage or accidental damage during the period of insurance.

In addition, **We** will pay, provided there is a sum insured specified in the Schedule, for accessories which include items such as carriage covers, whips, carriage lamps and spare cases.

In addition, if a valid claim for accidental damage repairs is accepted and the cost is over the policy excess, we will pay for transport of an insured **carriage** to the repairers up to annual limit of £150.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) Any claim is supported by proof of purchase and/or valuation, if requested.
- 2) For Agreed Value **carriages** it is still **your** duty to maintain the property in good condition and repair and failure to do so may affect the valuation.
- 3) All **carriages** are kept, whilst not in use, in a securely locked building unless otherwise agreed in writing by **us**.
- 4) In the event of theft of any **carriage** **We** will pay for the items stolen if they are not recovered within Forty Five (45) days,
- 5) If an insured item is a pair or a set, **We** will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has as a pair or set.
- 6) **We** may choose to deal with claims by payment, reinstatement, repair or replacement of the property with items of a similar type, age and condition.
- 7) No individual accessory, or pair or set of accessories, is of greater value than £500 unless specified in the Schedule.
- 8) Any claim submitted for damage must be accompanied by at least one estimate for repair and we reserve the right to ask for further estimates if we deem it to be appropriate.
- 9) In respect of transportation costs: we will require either:
 - i) vehicle hire or transporter's invoice;
 - ii) confirmation of mileage from your home or place of storage to the repairers and return.mileage shall be paid by **Us** at 20p per loaded mile subject to the annual limit of £150.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) theft of **carriages** whilst not in use from either unlocked premises or buildings or if stored on trailers or in motorised carriage or harnessboxes, unless away from home competing;
- 2) malicious damage caused by the **you, your family** or **employee(s)** or any malicious damage which occurs to the **carriage** if it is not in a securely locked building, unless away from home competing;
- 3) loss or damage to property in the open arising from or caused by storm damage;
- 4) loss or damage arising from or caused by moths, mildew, wear and tear, or the actual process of cleaning, dyeing, repairing, restoring or altering of any item or vehicle;
- 5) losses arising directly or indirectly from the use of any **carriage** specified in the Schedule by a riding establishment;
- 6) unexplained disappearance or voluntary parting of possession of or title to the **carriage** as a result of **you**, or other persons who have care, custody or control of the **carriage** being induced by fraud, trickery or similar false pretences;
- 7) the first £100 of each claim increasing to £150 in respect of theft claims.

SECTION 2 – DRIVING HARNESS

COVER PROVIDED

We will pay for all risks of physical loss or damage occurring during the period of insurance to property insured as described in the Schedule belonging to **you** and other members of **your family**.

We will pay **you** the lesser of:

- 1) the **current market value**; or
- 2) the sum insured specified in the Schedule.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) **We** may choose to deal with claims by payment, repair or replacement of the property with items of a similar type, age and condition.
- 2) In the event of theft or attempted theft of any item, **you** must immediately contact the police and obtain a crime reference number.
- 3) If an insured item is a set or pair, **We** will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has as a pair or set.
- 4) In the event of theft of any **harness** **We** will pay for the items stolen if they are not recovered within thirty (30) days.
- 5) All sets of **harness**, their values and their use must be declared and specified in the Schedule.
- 6) Any claim is supported by proof of purchase and/or valuation, if requested.
- 7) Whilst not in use, all items are kept in either a securely locked private house or in a securely locked building or if **you** are away from home competing, out of sight in a locked or attended vehicle.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) loss or damage arising from or caused by vermin ,domestic animals, moth, mildew, wear and tear or the actual process of cleaning, dyeing, repairing, restoring, or altering any item;
- 2) unexplained disappearance or voluntary parting of possession of or title to the saddler, tack or harness as a result of **you**, or other persons who have care, custody or control of the saddler, tack or harness being induced by fraud, trickery or similar false pretences;
- 3) malicious damage caused by **You**, your **family** or **employee(s)**;
- 4) accidental physical loss or damage to harness whilst being used by a riding establishment;
- 5) the first £100 of each claim increasing to £150 in respect of theft claims.

CLAIMS PROCEDURE

How to make a claim – things you need to do

We will not make any payments under this **Policy** to the extent that **We** have been prejudiced by any failure to comply with requirements set out below.

You shall at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim.

Our rights when you claim

1. **We** have the right to request alternative or additional repair estimates if appropriate.

Enforcement of Rights

We may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy** if anything happens that might give rise to a claim under this **Policy**:

FOR ALL CLAIMS

- 1) **You** must advise **us** soon as practicably possible of what has happened either by phone: **01206 337388**, by email: info@carriagehouseinsurance.co.uk or via **our** website: www.carriagehouseinsurance.co.uk
- 2) **You** must take reasonable precautions to limit any further loss or damage or injury
- 3) **You** must complete and return the appropriate claim form which **we** will supply.
- 4) **You** shall at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim

FOR SPECIFIC CLAIMS YOU HAVE THE FOLLOWING ADDITIONAL RESPONSIBILITIES:

FOR THEFT CLAIMS

- 1) **You** must inform the Police immediately following a break in or theft or attempted theft and then assist them with their investigations. **You** will be required to supply a crime reference and details of the attending Police when **you** submit **your** completed claim form.
- 2) **You** are required to take photographs of any evidence of the break in or damage to property that occurred during the break in and to submit these with your claim form.
- 3) **You** will be required to send in estimates for values for any items of saddlery or accessories stolen, subject to the limits detailed on the Schedule. **You** may be required to provide proof of valuation on any items specified in the Schedule that are stolen.

FOR ACCIDENTAL DAMAGE CLAIMS

- 1) **You** must submit estimates for the costs of repairs.
- 2) **We** reserve the right to either repair, replace or to make a cash settlement.

- 3) **You** must not abandon any property to **us** without **our** written permission.

HOW WE DEAL WITH YOUR CLAIM

FRAUDULENT CLAIMS

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this Policy shall be invalid and all claims shall be forfeited.

DEFENCE OF CLAIMS

We shall be entitled to take over and conduct in **your** name, the defence or settlement of any claim, or to prosecute in **your** name for our benefit, any claim for indemnity, or damages, or otherwise and shall have full discretion in the conduct of any proceedings, and in the settlement of any claim.

ADDITIONAL INFORMATION

- 1) **We** reserve the right to appoint a loss assessor or to take a second veterinary opinion.
- 2) Parts for the repair of carriages can take time to be provided to repairers, this is outside the control of both the Insurer and the repairer.

CONSUMER COMPLAINTS PROCEDURE

What to do if you have a Complaint

Convex Insurance UK Limited Complaints Handling Policy

Our aim is to provide you with the best possible service at all times. If you feel that we have fallen short of that or made a mistake, then we want you to let us know. We will take your complaint seriously and do our best to investigate and resolve it as quickly as possible. We have established the following complaints handling procedure to ensure that this happens.

Step 1

Tell us about it. There are different ways you can do that.

- Contact your normal contact at Carriagehouse Insurance or at Convex. Let them know that you are dissatisfied with the service you have received and tell them why.

You can contact us by email, telephone and letter.

- Contact the Chief Compliance Officer, Lorraine Mullins:
lorraine.mullins@convexin.com
Tel: +44 (0)7919 603210
Convex Insurance UK Limited
52-54 Lime Street
London EC3M 7AG
United Kingdom

We will acknowledge your complaint promptly and we will let you know who will be handling your complaint and provide you with their contact details.

Step 2

We aim to resolve your complaint as soon as possible. If it is complicated or we need to investigate the circumstances further then we may not be able to resolve it straight away and it may take longer depending on its complexity. We aim to get you a final response within eight weeks of receiving your complaint. If we cannot do so then we will tell you why it is taking more time and let you know what we are doing and how long we expect it will take to resolve.

Step 3

If you are not happy with our response or actions and feel that the matter has not been resolved to your satisfaction, then there are two options to take it further.

You may be eligible to refer your complaint to the Financial Ombudsman Service, the “FOS”. Please note that there are time limits within which you must contact the FOS.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk>

Alternatively, you may contact Paul Brand, the CEO of Convex Insurance UK Limited.
Email: paul@convexin.com

Our commitment

All complaints are reported to and overseen by the Chief Compliance Officer. If we get a complaint or have done something wrong or failed to do something well, we will do our best to put it right and to learn from it by root cause analysis. We will make sure that we investigate and establish what went wrong and why. We will then work out what we need to do to prevent that happening in the future and also consider whether any other customers could have been affected. Irrespective of whether we have had complaints we will report regularly on complaints and root cause analysis and remediation in our management information to the executive management committees and to the Board of Convex Insurance UK Limited.

FINANCIAL SERVICES COMPENSATION SCHEME

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations to **you** under this Policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website:

FINANCIAL SERVICES REGISTER

Carriagehouse (UK) Limited trading as Carriagehouse Insurance (Company Registration Number 08221173) is authorised and regulated by the Financial Conduct Authority (Registration Number 592646).

Convex Insurance UK Limited (Registered Number 840616) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registered office of Convex Insurance UK Limited (UK) Ltd is 252 Lime Street, London EC3M 7AF (Company Number 11796392).

Further details can be found on the Financial Services Register at www.fca.org.uk.