



CARRIAGE DRIVER'S COMMERCIAL LIABILITY INSURANCE POLICY

POLICY DOCUMENT & SCHEDULE OF INSURANCE

Underwritten by:

Convex Insurance UK Limited

Issued: January 2023

INTRODUCTION

This is **Your** Carriage Driver's Commercial Combined Liability Policy, explaining **Your** insurance protection in detail. Please read it carefully and keep it in a safe place.

This **Policy** is a contract between **You** and **Convex Insurance UK Limited** and is administered by **Carriagehouse Insurance** on behalf of the insurer, **Convex Insurance UK Limited**.

This insurance product has been designed for Equine Insurance. **Convex Insurance UK Limited** intends the language and layout to be clear to help **You** to understand the cover **Convex Insurance UK Limited** provide and **Your** obligations.

This document, the **Schedule** and any attaching **Endorsement(s)** make up this **Policy** setting out the details of the insurance which **You** have requested.

Please read this whole **Policy** carefully, together with any **Extension** or **Endorsement** and the **Schedule** to ensure that the information contained in this **Policy** is accurate and that the **Schedule** reflects the coverage **You** have requested. If anything is not correct, please return it as soon as practicably possible to **Carriagehouse Insurance**.

In return for payment of the Premium shown in the **Schedule**, **Convex Insurance UK Limited** agree to insure **You**, subject to the terms and conditions of, or endorsed to this **Policy**.

You should keep a record (including copies of letters) of all information **You** supply to **Carriagehouse Insurance** or **Convex Insurance UK Limited** in connection with this contract of insurance. No change or modification to this **Policy** shall be effective unless confirmed in writing by **Carriagehouse Insurance**.

If **You** have any questions or concerns about this **Policy** or the handling of a claim **You** should, in the first instance, contact **Carriagehouse Insurance** whose contact details are specified in the **Schedule**.

If **You** are unable to resolve any questions or concerns with **Carriagehouse Insurance**, please refer to the Complaint's Procedure (see Questions and Complaints section).

Convex Insurance UK Limited will reimburse **You** and **Your** Personal Representatives in respect of legal liability incurred by **You** and against legal liability in respect of which **You** are entitled to be indemnified under this **Policy** if the **Claim** had been made against **You** provided that each of the parties indemnified under this **Policy** will act as if they were **You** and are subject to the terms of this **Policy** insofar as they can apply and that the total amount payable in respect of compensation as a result of reimbursing such parties will not exceed the Limit of Liability.

INFORMATION

This **Policy**, including the **Schedule** and any attaching **Extension(s)** or **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 **Carriage House Insurance**.

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.

LAW AND JURISDICTION APPLICABLE TO THIS POLICY

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 instalment 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 (10) ten 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 premium, **We** have relied on the information which **You** have provided to **Us**.

You have a duty to take reasonable care not to make a misrepresentation to **Us** by ensuring that all information **You** provide in answer to **Our** questions is true, accurate and complete. **You** must also take reasonable care to answer all the questions honestly and to the best of **Your** knowledge. When referring to "**Your Duty**" in this clause, we mean the duty to take reasonable care as fully described in this paragraph.

Your Duty also applies when **Your Policy** is varied or renewed. When answering **Our** questions at each variation or renewal, **You** must not only give **Us** new information, but also information **You** have previously provided if it remains relevant to answer **Our** questions, whether or not it is exactly the same or there are changes, and even if the information arose during a previous policy period.

If **We** establish that **You** have broken **Your Duty** deliberately or recklessly, **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** have broken **Your Duty** carelessly, **We** will have the right to:

- i. treat this **Policy** as if it never existed, decline to pay any claim and return the premium **You** have paid, 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, 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**, if **We** would have charged **You** more.

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

If there is no outstanding claim 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),
3. in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Carriagehouse Insurance** as soon as practicable.

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**.

This summary is provided for illustrative purposes to help **You** understand **Your Duty**. It is not intended to amend or disapply any of **Your** statutory rights and duties under the Consumer Insurance (Disclosure and Representations) Act 2012.

CHANGES WE NEED TO KNOW ABOUT

You must tell **Carriagehouse Insurance** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Carriagehouse Insurance** 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.

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 **Carriagehouse Insurance** 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 **Carriagehouse Insurance** 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**, if there is a valid reason to do so, including for example:

- i. any failure by **You** to pay the premium; or
- ii. a change in risk which means **We** can no longer provide **You** with insurance cover; or

- iii. non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

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. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

Cancellation of this **Policy** by **Us** does not affect the treatment of any claim arising under this **Policy** in the period before cancellation.

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.

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 fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

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

- (d) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (e) **We** need not return any of the premium paid.

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.

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.

ACCESSIBILITY

Upon request, **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Insurance Product Information Document (IPID). If **You** require an alternative format **You** should contact **Carriagehouse Insurance** through whom this **Policy** was arranged.

FAIR PROCESSING NOTICE

This Privacy Notice describes how **Convex Insurance UK Limited** (for the purpose of this notice "**We**", "**Us**" or "**Convex Insurance UK Limited**") collect and use the personal information of insureds, claimants, and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to **Convex Insurance UK Limited**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by **Convex Insurance UK Limited** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **Convex Insurance UK Limited** for these purposes with group companies and third-party, **Convex Insurance UK Limited's** insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding **Your** personal information, under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: Lorraine@Convexin.com by email or letter at:

Convex Insurance UK Limited

52 Lime Street
London EC3M 7AF

United Kingdom

We are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that we have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how we process **Your** personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited

52 Lime Street, London, EC3M 7AF
United Kingdom

REGULATORY INFORMATION

Convex Insurance UK Limited

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

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

Carriagehouse Insurance is authorised and regulated by the Financial Conduct Authority Firm Reference No. 592646. Registered Office. Spring Farm Higham Road, Stratford St. Mary, Colchester, Essex CO7 6NB. UNITED KINGDOM Registered in England Number 08221173

You can find this information on the Financial Conduct Authority's ("FCA's") website at www.fca.org.uk which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

DEFINITIONS

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

Activity(ies) means

this is a list of the commercial work that **You** have advised **Us** that **You** undertake with **Your** horse drawn vehicle. If a particular activity isn't listed then there will be no cover if an accident occurs whilst performing this **Activity(ies)**.

Bodily Injury means

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any bodily injury, including death, k of any person

Business shall means

Your trading business or limited company as listed in the **Schedule**.

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 Horse drawn agricultural implement.

Claim means

- 1) A written demand for damages or other remedy made by a third party in accordance with the laws of a territory specified in the **Schedule** as a Covered Jurisdiction: or
- 2) Where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within a territory specified in the **Schedule** as a Covered Jurisdiction: or
- 3) An award made by a competent court or tribunal anywhere in the world to enforce a judgment, award or settlement made in accordance with the laws of or under the jurisdiction of a territory specified in the **Schedule** as a Covered Jurisdiction

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

Costs and Expenses means

all costs, fees, and expenses incurred by the **Insured**, with the **Insurers'** prior written consent, in the defence or settlement of any Claim under Section 2 of this **Policy** including legal expenses.

Damage means
physical damage.

Defence Costs means

costs, fees, and expenses incurred by or on **Your** behalf with **Our** written consent in the investigation, defence or settlement of any **Claim**, suit or proceedings which are or would, if successful, be covered under this **Policy**. Defence Costs also includes legal expenses in respect of representation at any inquiry or in respect of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of cover by this **Policy**.

Defence Costs do not include:

- (a) **Your** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance; or
- (b) legal costs and expenses incurred in the defence of any criminal proceedings brought against **You** or in an appeal against conviction by **You**.

Driver(s) means

the people who have been accepted as **Carriage** drivers under this **Policy** and are named on the **Schedule**.

Employee means

any person over the age of 18 and employed by **You** under a contract of service or apprenticeship or any person **You** have the right to instruct in the performance of their duties including:

1. A voluntary helper or any person paid in kind;

2. A prospective Employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment while working under the control of the Insured in connection with the **Business**;
3. A casual labourer engaged in and/or connected with the **Business**; and/or
4. Any **Driver**.

Endorsement means

the document recording 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**.

Event means

any event, occurrence or incident likely to give rise to a claim under either Section of this **Policy** (such as the occurrence of a loss, the making of a **Claim** or the notification of a potential **Claim**).

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.

Horse means

a horse, donkey, mule, ass or jennet specified in the **Schedule**.

Insurers means

Convex Insurance UK Limited, your Insurer.

Limit of Indemnity (Limit)

1) Section One – Public Liability

means the amount specified as such in the **Schedule** and the maximum liability of the **Insurers** for all compensation payable to any claimant or any number of claimants in respect of or arising out of, attributable to or in connection with any one Event or all Events of a series consequent on or attributable to one originating source or cause. Costs and Expenses recoverable under this section will be paid in addition to the **Limit of Indemnity**.

2) Section Two – Employers Liability

means the amount specified in the **Schedule**, including Costs and Expenses, in respect of any one claim or series of claims against the **Insured** arising out of, attributable to or in connection with any one originating cause or source.

Period of Insurance means

the period specified on **Your Schedule** during which cover is provided by this **Policy**.

Personal Injury means

Bodily Injury.

Personal Representatives means

any

- i) director of the Insured **Business**,

- ii) **Employee**
- iii) additional Driver
- iv) principal for whom the Insured is carrying out a contract -to the extent required by the contractual conditions

Property means
material property.

Property Damage means
the accidental loss of possession of tangible property.

Schedule means
evidence of **Your Policy** 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.

Terrorism means
any act(s) of any person(s) or organisation(s) causing, occasioning, or threatening of harm of whatever nature and by whatever means to include 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.

Territorial Limits means
the **Policy** is operative only within the **United Kingdom**, the Isle of Man and the Channel Isles, unless specified otherwise in **Your Schedule**.

Third Party means
a person other than **You** or a member of **Your Family, Employee**.

United Kingdom means
England, Wales, Scotland, Northern Ireland, the Isle of Man and Guernsey, and journeys between these countries.

We / Us / Our means
Convex Insurance UK Limited.

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

You / Your / Insured means
the person or persons, partnership, corporation, or organization named in the **Schedule** and **Your Personal Representatives**.

INTERPRETATION

In this **Policy**:

1. reference to any Act/statute or statutory provision shall include a reference to that provision as amended, re-enacted, or replaced from time to time whether before or after the date of inception of this **Policy**;
2. if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. the headings in this **Policy** are for general reference only and shall not be considered when determining the meaning of this **Policy**

YOUR OBLIGATIONS AND DUTIES

This part of the **Policy** sets out **Your** obligations and duties. These apply to the whole **Policy** (unless otherwise specified) and they are in addition to the terms specific to each **Endorsement**.

The following conditions are very important. If **You** breach any of **Your** obligations and duties **We** may reject **Your** claim or reduce amounts payable on **Your** claim.

Your duties

1. **You** must ensure that all equipment is in a good state of repair and ensure that **Carriages**, harness, or agricultural implements are well maintained and that **Carriages** are serviced regularly
2. **You** must ensure that the **Horse(s)** that **You** use for **Your** commercial **Carriage** driving have enough experience in harness to be suitable for this type of work. The minimum age of a **Horse** must be four (4) years old and the minimum experience considered acceptable is six (6) months regular driving work. For these purposes, regular is deemed to mean that since being broken to drive, the **Horse** has been driven on a weekly basis and has sufficient experience and remains calm in traffic and crowd conditions..
3. **You** must tell **Us** prior to any change in the **Activities** or **Drivers** or **Employees** stated on **your Schedule**. When **We** receive this notice, **We** have the option to request further information, charge an additional premium or to change the terms or conditions of this **Policy**. If agreed, **We** will issue an **Endorsement** to confirm acceptance of the change.
4. **You** must act in accordance with all applicable statutory obligations and regulations.
5. **You** must make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
6. If **You** are involved in any accident involving a **Third Party**, **You** must tell **Us** immediately and assist with gathering information to enable **Us** to process **Your** claim
7. **You** must follow and observe the Terms, Conditions, Special Clauses, **Extensions** and **Endorsements** of this **Policy** and this will be a special condition of **Your Policy** except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS POLICY

Conditions 1 to 7 are special conditions and are very important.

Conditions 1 to 7 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) If at any time, any claim arises under this **Policy** and there is any other current insurance cover, irrespective of the existence of any condition or exclusion relating to non-contribution, the same liability, loss, or damage, **We** will not be liable to contribute more than its rateable proportion.
- 2) 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 and /or **Excess**;
 - ii) increasing **Your** premium excluding cover;
 - iii) amending **Policy** wordings; and/or
 - iv) changing Your payment type.

We will notify **You** in writing of the terms upon which **Your** renewal is being invited

3) Claims procedure and requirements

You must notify **Carriagehouse Insurance** as soon as practicably possible in the event of any occurrence or incident likely to give rise to a claim under either Section of this **Policy** including any incidents involving accidents, **Third Party Personal Injury** or **Property Damage**

You must also:

- i) Provide **Carriagehouse Insurance** with such particulars and information as **We** may require, complete and return to **Us** a claim form, which **We** will supply on request
- ii) Provide the **Driver(s)** statement (whether **You** are the **Driver** or a **Third Party**) and **You** must provide contact details of any witnesses and their statements.
- iii) If possible provide photographs of any **Property Damage** caused.
- iv) Forward to **Carriagehouse Insurance** or our Loss Assessors immediately upon receipt, every letter, writ, summons and/or other detail to include knowledge of any impending Inquest or Fatal Accident Inquiry or other Inquiry in connection with an **Event**.
- v) Provide full access and cooperate with any Loss Assessors **We** may appoint to handle this claim on **Our** behalf.
- vi) Advise **Carriagehouse Insurance** in writing immediately if **You** have knowledge of any impending Inquest or Fatal Accident Inquiry or other Inquiry in connection with the said **Event**.

4) Claims Control

You will not make any admission of liability or offer promise or payment without the prior written consent of the **Insurers**.

We will be entitled, at **Our** discretion, to take over and Conduct in **Your** name the defence or settlement of any **Claim** and to prosecute at **Our** own expense and for **Our** own benefit any **Claim** for indemnity or compensation against any other person and the assistance required.

5) Discharge of Liability

We may at any time pay the limit of Indemnity (less any sum or sums already paid as compensation) or any lesser amount for which a **Claim** or **Claims** can be settled and will be under no further liability in respect thereof except for Costs and Expenses incurred prior to the date of such payment.

6) **Use of Horses, Carriages or harness not belonging to the Insured**

This **Policy** is extended to apply when horses and equipment are loaned by the **Insured** for the purposes of their commercial **Carriage** driving business.

However, there is no cover provided under this section for Damage or **Injury** to these horses or equipment.

7) **Drivers**

All **Drivers** must be either **You** or specified on the **Schedule** following proof of and acceptance of their driving experience by the **Insurers**.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

1) **Nuclear Risks**

We will not pay for:

Nuclear reaction, nuclear radiation, or radioactive contamination

2) **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.

3) **Existing and Deliberate Damage**

We will not pay for physical loss or damage or medical condition

- 1) occurring before cover starts or arising from an event before cover starts;
- 2) caused deliberately by **You** or **Your Family**.

4) **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**; and/or
 - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **Terrorism**.
- 5) **Wear and Tear**
We will not pay for damage caused by wear and tear.
- 6) **Communicable Disease (Not applicable to Section 2 – Employers' Liability)**
- 1) **We** will not pay for liability, loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
 - 2) For the purposes of this Exclusion, liability, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - (i) for a **Communicable Disease**, or
 - (ii) any property insured hereunder that is affected by such **Communicable Disease**.
- 7) **Cyber**
We will not pay for any loss, damage, liability, claim, cost, fee, or expense caused by:
 - (i) the use of, or inability to use;
 - (ii) any error or omission relating to the use of; or
 - (iii) any hoax or threat relating to the use of;any application, process, or software.
- 8) **Loss of Value**
We will not pay for any reduction in value of item or an undamaged part of a pair or set following repair or replacement paid for under this **Policy**.
- 9) **Pre-existing Condition**
We will not pay for any pre-existing condition, **Bodily Injury**, illness, or disease, unless the condition, injury, illness, or disease was fully and accurately disclosed to, and specifically accepted in writing by **Us**.
- 10) **Contamination and Pollution**
We will not pay for any pollution or contamination other than that caused by a sudden identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time the incident takes place. **Our** liability for all damages payable in respect of all pollution or contamination which occurred during the **Period of Insurance** will not exceed the **Limit of Liability** in the aggregate.

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 **Limits of Liability** stated in the Schedule, but only for the Section(s) shown in the **Schedule**.

Payment is always subject to **Your** compliance with the terms, the **Exclusions**, and the conditions of the **Policy**.

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

SECTION ONE – PUBLIC LIABILITY

We agree subject to the terms, Conditions, Exclusions and any **Extension** or **Endorsement**, to reimburse **You** against all sums which **You** shall become legally liable to pay as legal damages (including **Defence Costs**) up to but not exceeding the **Limit of Liability** specified in the **Schedule**, for a **Wrongful Act** causing

- 1) **Bodily Injury** to any person; or
- 2) **Property Damage**

which occurs anywhere in the **United Kingdom**, during the **Period of insurance** caused by, or arising in connection with any **Horse** and / or **Carriage** being used for the **Activities** specified in the Schedule.

Our liability for legal damages under this Section shall not exceed the amount stated in the Schedule in respect of any one occurrence.

We will also pay all costs and expenses incurred with **Our** written consent and relating to any claim which may be the subject of indemnity under this Section. If a payment in excess of the amount of indemnity available under this Section is made to dispose of a claim, then **Our** liability for costs and expenses will be limited to the proportion that the indemnity hereunder bears to the claim payment.

ADDITIONAL CONDITIONS UNDER PUBLIC LIABILITY:

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

The following conditions are very important. If **You** breach any of these conditions **We** may reject **Your** claim or reduce amounts payable on **Your** claim.

SAFETY AND CONTROL OF THE HORSE(S)

1. it is a special condition of this **Policy** that when the **Horse(s)** is in harness and attached to the **Carriage** that a **Driver** will be on the box seat and in control of the reins at all times.
2. if the **Driver** dismounts, then a groom must be in control of the **Horse(s)** by holding the head by means of a lead rope attached to the bit ring or headcollar or by holding the reins close to the **Horse(s)** head.
3. There must be no passengers in the **Carriage** unless the **Driver** is on the box seat and in control of the **Horse(s)**.
4. The **Horse(s)** will not be tethered or tied up whilst still attached to the **Carriage**.

5. Long Reining the **Horse** whilst walking beside the horse and **Carriage** is not considered suitable control under the terms of this **Policy**. The only exception to this is working with horse drawn agricultural implements.
6. The driving bridle must not be removed whilst the **Horse(s)** is still attached to the **Carriage**.

This Section is also subject to the General Conditions applicable to the whole **Policy**.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) accidents which happen whilst general exercising including training for commercial work, at shows or competitions;
- 2) death, **Bodily Injury**, illness, or disease sustained by an **Employee**, when such death, **Bodily Injury**, Illness or disease arises out of and in the course of their employment by **You** or a **Family** member;
- 3) liability arising directly or indirectly by leaving **Your Horse** unattended whilst harnessed to a **Carriage**;
- 4) liability arising directly or indirectly through, or in connection with, the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle, aircraft or watercraft;
- 5) physical loss of or damage to property belonging to or in the care, custody, or control of **You**, **Your Family**, or **Your Employee(s)**;
- 6) liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages;
- 7) advice, instruction, consultancy, design, formula specification, inspection, certification or testing, performed or provided separately for a fee or under a separate contract
- 8) any Services supplied by or on behalf of the **Insured** where legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement;
- 1) the first £250 of each **Property** damage claim;
- 9) Section One is subject to the Special Clauses and Endorsements (if any) indicated in the **Schedule** as applying to Section One.

This Section is also subject to the General Exclusions applicable to the whole **Policy**.

SECTION TWO – EMPLOYERS LIABILITY

In the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of his or her employment by **You** in the **Business** and which is caused during the **Period of Insurance** and within the **Territorial Limits We** will provide indemnity against

1. legal liability to such **Employee** for compensation; and
2. **Costs and Expenses**

Up to the **Limit of Indemnity** as specified in the **Schedule**.

This section also includes **Bodily Injury** sustained by **Employees** whilst working with **Your Horse(s)** either in the stable yard or whilst riding or driving the **Horse** on exercise or whilst taking part in an **Activity** or at a horse competition.

Avoidance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees, but the **Insured** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law ordinance or statute.

EXTENSIONS INCLUDED IN SECTION TWO

LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

We will provide indemnity up to the **Limit of Indemnity** against legal fees and expenses incurred in representing **You** in the following proceedings including appeals against the results of the following proceedings:

- (a) In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of:
- (i) a breach of the Health and Safety at Work etc Act 1974; or
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands; or
- (b) In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975,

Provided that the abovementioned proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the **Period of Insurance** within the **Territorial limits** and in the course of the **Business**.

This indemnity will not apply

1. in respect of fines or penalties of any kind;
2. to proceedings relating to the health and safety of any person other than an **Employee** ;
3. to proceedings consequent upon a deliberate act or omission by **You**;
4. to persons other than **You**, any Director of the **Business** or an **Employee**;
5. where there is an indemnity provided by a legal expenses insurance **Policy**,

Provided that the total amount payable in respect of compensation and Costs and Expenses does not exceed the **Limit of Indemnity**.

This **Extension** is also subject to the General Conditions and General Exclusions applicable to the whole **Policy**.

CONSUMER COMPLAINTS PROCEDURE

What to do if You have a Complaint

Complaints Handling Policy

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have provided that service or made an error, then please advise **Us** in the first instance. **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.

1. Communicate with **Your** usual contact at Convex, **Your** Account Manager or **Your** Broker. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.
You can contact **Us** by email, telephone, or letter.
2. Contact Our complaints team::
complaints@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 (8) 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:

1. **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 (these limits have been mentioned previously in this Policy). Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of your complaint, at the most, depending on what **You** are complaining about. **You** need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to your complaint.

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

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

2. Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: lorraine@convexin.com or write to the following address:

Convex Insurance UK Limited
52-54 Lime Street

London EC3M 7AG
United Kingdom

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 (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them then to address the causes of the complaints as explained further). **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 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.

Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the Scheme if **Convex Insurance UK Limited** is unable to meet its obligations under this **Policy** of insurance. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. 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: www.fscs.org.uk