

**CARRIAGEHOUSE INSURANCE
COMPLETE DONKEY
INSURANCE POLICY**

POLICY TERMS & CONDITIONS

Underwritten by:

Convex Insurance UK Limited

Issue ref: January 2021

CARRIAGEHOUSE COMPLETE DONKEY POLICY

COMPLETE DONKEY INSURANCE POLICY

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INTRODUCTION

This **Policy** is a contract between **You** and **Us** and is administered by Carriagehouse on **Our** behalf.

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

This document, the **Certificate**, any attaching **Extension** or **Endorsement** 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 **Certificate** to ensure that the information contained in this **Policy** is accurate and that the **Certificate** reflects the coverage **You** have requested. If anything is not correct, please return it as soon as practicably possible to **Your Broker**.

In return for payment of the **premium** shown in the **Certificate**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, for the death of an insured **Horse(s)** caused by any accident, injury, illness, or disease happening during the **Period of Insurance**.

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

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

If **You** are unable to resolve any questions or concerns with **Your Broker**, please refer to the complaints procedure (see **Questions and Complaints** section).

1.1 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** 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 thoughtlessly 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, 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), 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**.

1.2 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:

- a) **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.
- b) **We** need not return any of the **premium** paid.

1.3 Change in Circumstances

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.

1.4 Renewal

Your Policy is an annual contract, and each renewal is the start of a separate **Period of Insurance**. Shortly before each policy anniversary **We** will invite renewal, although **We** are not obliged to. When **We** invite renewal of this policy **You** must tell **Us** about any **accident, injury, illness or disease** or any veterinary attention that has not been previously disclosed to **Us**, including the reoccurrence of any **illness(es)** that have been previously disclosed (e.g. reoccurrences of colic), other than vaccinations **Your Horse** has had during the **Period of Insurance**, whether or not **You** have notified **Us** of a claim and whenever the **accident, injury, illness, or disease** occurred.

We will advise **You** of any changes to the terms of **Your Policy** or if **We** are not offering renewal.

INFORMATION

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 ten (10) 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 is no outstanding Claims and (ii) and/or (iii) apply, **We** will have the right to:

- (i) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (ii) 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.

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 (cooling-off period) 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. The time on risk premium charged will be subject to a minimum of £30.

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**, 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 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 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.

or could result in **Your** insurance being invalid.

3) **Extensions and Endorsements**

Any additional **premium** due to **Us** during the **Period of Insurance** for additional **Extension(s)** will be retained by **Us** in full, which includes, for example, cover for surgical operations, transit, and infertility.

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

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.

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 Key Facts document. If **You** require an alternative format **You** should contact **Your broker** 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, 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 6NBC O 7 6 N B. 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.

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:

Accidental, external injury means

An illness, injury, lameness, disease, or physical disability resulting from an external, visible, and violent accident

Alternative treatment means

The cost of any examination, consultation, advice, test, and legally prescribed medication for the following procedures where they treat an illness or injury:

- 1) Acupuncture, chiropractic manipulation, herbal medicine, homeopathy, osteopathy, physiotherapy, remedial farriery
- 2) The treatment must be carried out by either a **Veterinary Surgeon** or on a **Veterinary Surgeon's** referral by a therapist who holds a nationally recognised qualification in their subject or a farrier who is a member of the National Association of Farriers Blacksmiths and Agricultural Engineers (NAFBAE) or a member of the Farriers Registration Council (FRC);
- 3) Hydrotherapy carried out by either a **Veterinary Surgeon** or a therapist following referral by **your** usual **Veterinary Surgeon**

BEVA means the British Equine Veterinary Surgeons Association

Bone Scintigraphy means A bone scan, it is a nuclear scanning test to find certain abnormalities in bone that are triggering the bone's attempts to heal.

Carriage means

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

Current Market Value means

The price at which ownership of the **Donkey** or **Harness/Carriage/Trailer** 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

Donkey means

Whole or part interest of the Donkey or Donkeys specified in the Schedule.

Employee means

Any person 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.

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 Donkey to pull a carriage, sleigh, or farm implement

Humane destruction

means that the **Donkey** suffers an injury or is afflicted with an excessively painful disease, and a **Veterinary Surgeon** appointed by **Us** shall first have given a written certificate that the suffering of the **Donkey** is incurable and so excessive that immediate destruction is imperative for humane reasons; or that the **Donkey** suffers an injury and a **Veterinary Surgeon** appointed by **You** certifies that the suffering of the **Donkey** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **Veterinary Surgeon** by **Us**. These actions must be supported by a written certificate and postmortem as defined in the claims conditions of the policy.

Insurer means

Convex Insurance UK Ltd.

Maintenance treatments prescribed by a **Veterinary Surgeon or equine specialist** or medications prescribed by a **Veterinary Surgeon**, once the original symptoms have either been eradicated or have been reduced to a point whereby further improvement is unlikely with on-going treatment.

Period of Insurance means

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

Post-Mortem means

A post-mortem, which shall include a necropsy examination, made by a **veterinary surgeon** performed to establish the identity of and the cause of death of the **Donkey**

Preventative treatments prescribed by a **Veterinary Surgeon or equine specialist** or medications prescribed by a **Veterinary Surgeon**, precautionary and/or performance and/or behavioural enhancing measure to protect against the possible occurrence or re-occurrence of any abnormal condition of the insured Donkey.

Routine Dentistry means

Regular dental examinations and treatment by either a **Veterinary Surgeon** or qualified Equine Dental Technician which are carried out either annually or as recommended by the practitioner. Routine dentistry includes the treatment of diastemas or congenital disabilities or abnormalities or deformities which the insured **Donkey** may have been born with. Old age-related dentistry includes work to repair teeth worn or damaged or lost as a result of the Donkey being older.

Saddlery or tack means

Saddles, bridles, martingales, breast plates, Donkey boots and other equipment for Donkeys but not including driving harness

Saddlery Fitting issues means

Where the Donkey exhibits symptoms of pain which are exacerbated by or as a result of the fitting of a saddle or any piece of tack or harness

Slaughter for Humane Reasons means

Slaughter or destruction of the **Donkey** due to an injury or it being afflicted with an excessively painful disease, and a **veterinary surgeon** is able to give a certificate confirming that the suffering of the **Donkey** is incurable and so excessive that immediate destruction was imperative for humane reasons to prevent further suffering.

Symptoms means

any changes in demeanour, behaviour, or departure from normal whether in physical structure or mechanical function or any clinical signs which could be indicative of lameness, illness, disease, or injury

Third Party means

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

Veterinary Surgeon means

A person experienced in equine practice with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine in the **United Kingdom**

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 // our means

Carriagehouse (UK) Limited trading as Carriagehouse Insurance, acting as Underwriting and Claims Administrators on behalf of **Convex Insurance UK Limited**, 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) Under Section 2 and subject to the cover provided therein, if your **Donkey** requires veterinary intervention, **You** must then follow the recommendations made by the attending **veterinary surgeon** or any second opinion as to treatment, rest, and rehabilitation of any insured **Donkey**.
- 3) In respect of long-term medication prescribed by your **veterinary surgeon** you must source these from the most cost-effective supplier including, if appropriate, obtaining a prescription from your **veterinary surgeon** and purchasing the drugs from an online pharmacy.
- 4) **You** must tell **us** as soon as practicable if **you** stop using **your Donkey** for the purpose stated on the Schedule for Class of Use.
- 5) **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 10 are special conditions and are particularly important.

Conditions 1 to 10 apply if you or others who have care, custody or control of the Donkey(s) insured, have knowledge of such events or ought reasonably to know about them.

- 1) Sound Health
At the commencement of this insurance, with the exception only of those matters relating to the **Donkey**

(including its health) which have been completely and accurately disclosed to and accepted in writing by **us**, the **Donkey** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This condition shall also apply in respect of:

- i) any additional sums insured on the **Donkey** already insured: and/or
- ii) any **Donkey** added to this insurance: and/or
- iii) any other extension of or addition to coverage

In any of the above cases, this condition must be satisfied as of the date of the change.

- 2) At the commencement of this Policy **you** must be the sole owner of all the **Donkey (s)** insured or have advised us of **your** proportionate interest in each **Donkey** not wholly owned. This Policy shall cease to cover the **Donkey** immediately when **you** sell the **Donkey** or part with any interest in the **Donkey**, whether temporarily or permanently. The Policy will also cease to cover any current claims immediately **you** sell or relinquish custody of the **Donkey**.
- 3) **You** must provide proper care and attention for all **Donkey(s)** at all times and they must be regularly wormed and inoculated against tetanus in accordance with current recommended veterinary advice. **You** must also undertake all routine/medical care including feet trimming, shoeing and **routine dentistry**.
- 4) At **your** own expense **you** must immediately employ a **Veterinary Surgeon** in the event of any illness, injury, lameness, disease, or physical disability of any **Donkey** covered by this Policy. **You** must follow the treatment and rehabilitation recommended by the **Veterinary Surgeon(s)**.
- 5) If an insured **Donkey** dies or is destroyed **you** must, at **your** own expense, immediately arrange for a **post-mortem** examination by a qualified **Veterinary Surgeon** and submit a copy of a report on this to **Us**.
- 6) In the event of any **accident, illness, injury**, lameness, disease, or physical disability suffered by or involving the **Donkey**, **you** must, immediately, advise **us** by telephone or e-mail as specified in the Schedule.
- 7) **You** must notify **us** as soon as practicably possible in the event of any occurrence may or is likely to give rise to a claim under any Section of this Policy including any incidents involving accidents, third party injury or property damage, any thefts, or attempted thefts.
- 8) In respect of any **accident, illness, injury**, lameness, **disease**, or physical disability, third party injury or third-party property damages no admission, offer, promise, payment, or indemnity shall be made or given without **Our** written consent.
- 9) The **Donkey** must not be used for any purpose other than those included in the Class of Use specified in Schedule without the **Our** written consent.
- 10) Before emergency **Humane Destruction** takes place, **you** must ask **your Veterinary Surgeon** if the **Donkey's** condition meets current **BEVA** Guidelines for the Destruction of Donkeys under All Risks Mortality Insurance Policies. This will help you to understand if **you** are able to submit a claim under this Policy. In non-emergency cases, **you** and/or **your Veterinary Surgeon** must contact **us** prior to **Humane Destruction** so that **we** can advise if **your Donkey** will be covered under Section 2b of the Policy.

- 11) 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.
- 12) 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

- 13) If the veterinary fees **you** are charged are higher than the fees usually charged by a general or referral practice, **We** reserve the right to discuss this charging with **your veterinary surgeon** and if appropriate to negotiate these fees with them or if appropriate to request a second opinion from a **veterinary surgeon** of **Our** choosing regarding the ongoing treatment of **your Donkey**.
- 14) Prior to any claim for Veterinary Fees or Death or Permanent incapacity being considered the full veterinary clinical history from all vets who have seen the **Donkey** during your ownership must be submitted.
- 15) Where travel expenses are incurred by a consultant veterinary surgeon performing a clinic, **We** will only pay our rateable proportion of their costs based on the number of Donkeys seen on that occasion and **You** will be required to provide a copy of the consultant veterinary surgeon's invoice to support their travel costs.
- 16) Prior to any claim for Veterinary Fees or Death or Permanent incapacity being considered the full veterinary clinical history detailing all consultation notes, interpretations of all test results and diagnostic images, from all vets who have seen and attended the **Donkey** during your ownership must be submitted.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS POLICY

Communicable Disease (Not applicable to Section 2 – Insurance of the Specified Donkey(s))

1. **We** will not pay for any 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 endorsement 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:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. 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

3.2. 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

3.3. 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 insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

Loss of Value

We will not pay for any reduction in value of 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 or veterinary **symptoms** or conditions, medical condition

- 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 – PUBLIC LIABILITY

COVER PROVIDED

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 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** of any person
- 2) loss of, or **damage** to, material property

which occurs anywhere in the **United Kingdom**, during the period of insurance caused by, or arising in connection with any **donkey**, Donkey, or donkey **trailer** and / or **carriage** described in the Schedule.

Our liability for 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 DEFINITIONS TO THIS SECTION

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 **Us** under the term of this Policy.

Defence Costs do not include:

- 1) Your own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance: or
- 2) Legal costs or expenses in the defence of any criminal proceedings brought against **you** or in an appeal against a conviction by **you**.

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 judgement, 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.

Damage means

The accidental loss of possession of tangible property

COVER EXTENSIONS TO THIS SECTION

We will treat as **You** any person who with **your** permission is riding or driving or has care, custody or control of any **Donkey** described in the Schedule, provided that such person shall observe the terms of this Policy in so far as they can apply.

We will treat as **You** any person who with **your** permission has custody or control of any **donkey or Donkey trailer** owned by **you** and described in the Schedule, provided that such person shall observe the terms of this Policy in so far as they can apply.

If shown on the Schedule, **We** will include cover for any named **Donkey(s)** and/or **carriage(s)**, which is, with the prior permission of its owner(s) in **your** possession, custody, or control, subject to such occurrence taking place solely while **you** are driving and/or controlling, with the prior permission of its owner(s), the **Donkey** and/or **carriage**.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) Every letter, claim writ, summons, legal process, or other document shall be immediately forwarded to **Us** by **you** unanswered.
- 2) No admission, offer, promise, payment, or indemnity shall be made or given without **Our** written consent;

- 3) **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 its 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;
- 4) In connection with any claim, or series of claims, **We** may at any time pay **you** the amount of the limit of indemnity (after the deduction of any sum(s) already paid as compensation), or any lesser amount for which such claim(s) can be settled; and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) 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;
- 2) physical loss of or damage to property belonging to or in the care, custody, or control of **you, your family, or your employee(s)**;
- 3) liability arising directly or indirectly by leaving **your Donkey** 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) loss or damage to fences or growing crops caused by an insured **Donkey** or **carriage** whilst being ridden or driven by **you, your family, or your employee(s)**;
- 6) liability arising directly or indirectly by the hiring out of any **Donkey** by **you** or **your family**, without **Our** written consent, or its use by any riding establishment;
- 7) liability attaching to **you** solely by reason of an express term of any contract unless the liability would have attached to **you** even in the absence of such an agreement;
- 8) liability arising directly or indirectly by, through or in connection with the carrying on of any trade, business, or profession or the carrying of passengers for hire or reward;
- 9) liability incurred whilst any **Donkey** is on, or in the vicinity of a racecourse and / or participating in any form of race without **Our** previous written consent;
- 10) liability arising from the serving or attempting to serve a mare by a stallion, or from any activity involving Artificial Insemination;
- 11) bodily injury to anyone in the **carriage**;
- 12) the first £150 of each property damage claim;
- 13) any compensation costs and expenses incurred or claimed by someone riding **your Donkey** for professional lessons or training or whilst been ridden at a riding establishment;
- 14) death, **bodily injury, illness** or disease of any person, or loss of, or damage to, material property while the **Donkey** is being controlled or the **carriage** is being driven by any person without **your** permission;
- 15) liability incurred whilst the insured **Donkey or donkey trailer(s)** is either attached to a motor towing vehicle or having broken free from the motor towing vehicle.

- 16) Liability incurred whilst driving a Donkey with a bitless bridle on the public highway

SECTION 2 – INSURANCE OF THE SPECIFIED DONKEY(S)

DEATH

2a) CONDITIONS APPLICABLE TO DEATH FROM IMMEDIATE EMERGENCY Humane Destruction

COVER PROVIDED

Convex Insurance UK Limited will pay the lesser of:

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

in the event of the death or **Humane Destruction** of any insured **Donkey**, resulting from an illness, injury, lameness, or disease first occurring and first manifesting itself during the **period of insurance**; provided death or **slaughter for humane reasons** occurs during the same **period of insurance** or within twelve (12) months of the date of onset of the injury or illness.

- 1) If the **Donkey** is **slaughtered for humane reasons**, **We** will only provide cover if this is to relieve incurable and excessive pain which necessitates immediate destruction and for which no other treatment is available and the **slaughter for humane reasons** complies with the current **BEVA** Guidelines for the Destruction of Donkeys under All Risks Mortality Insurance Policies provided for Veterinary Surgeons.

2b) CONDITIONS APPLICABLE TO DEATH FROM CRITICAL ILLNESS OR INJURY NECESSITATING NON-IMMEDIATE HUMANE DESTRUCTION

COVER PROVIDED

We will pay the lesser of:

- 3) the **current market value**; or
- 4) the sum insured specified in the Schedule

in the event of the death or **Humane Destruction** of any insured **Donkey**, resulting from an **illness, injury**, lameness, or disease first occurring and first manifesting itself during the **period of insurance**; provided death or **Humane Destruction** occurs during the same **period of insurance** or within twelve (12) months of the date of onset of the **injury** or **illness**, provided that:

- 1) Prior to the Donkey being subject to **Humane Destruction**, in order for a claim to be paid you must contact Us and submit written veterinary evidence to confirm that:
 - i) Your **Donkey** is exhibiting signs of severe and unrelenting pain which can no longer be managed by appropriate medication.
 - ii) There are no other treatment options available, irrespective of whether you are insured for veterinary fees or not.

- iii) The **injury, illness** or disease sustained by your **Donkey** will necessitate humane due to the likely deterioration of the current symptoms within the 12-month extension clause detailed above.
 - iv) Your **Donkey** cannot be retired to paddock turnout on a safe level of pain relief medication.
- 2) If the Insurer wishes to consult a second veterinary opinion you will agree to provide any information requested by the Insurer's Veterinary Surgeon to assist in their consideration of your claim.

ADDITIONAL CONDITIONS APPLICABLE TO DEATH Sections 2a and 2b

- 1) In the event of a claim for death of the **Donkey**, **You** will be required to provide at your own expense a **Post Mortem** report unless this requirement has been waived in writing by **Us**.
- 2) In the event of a claim for death of the **Donkey**, **You** will be required as appropriate and as requested by **Us** to provide proof of identity, ownership and valuation, the passport and vaccination records, purchase receipt or invoice, breed papers and competition records.
- 3) If **you** do not insure the **Donkey** for its full reasonable value, **We** reserves the right to pay the percentage of **your** claim that equals to the percentage of the sum insured against its full reasonable value for example: if the **Donkey's** value is £6,000 but **you** chose to insure it for £3,000 i.e. 50% of its full reasonable value, **We** will only pay 50% of the sum insured i.e. £1,500.

WHAT IS NOT COVERED BY THIS SECTION

Together with any exclusions specified on **your** Schedule Mortality or Death **We** will not pay for:

- 1) **Humane Destruction** without the **Our** prior consent unless it is the opinion of a **Veterinary Surgeon** that immediate **Humane Destruction** is necessary to relieve incurable and excessive pain, as per Section 2a;
- 2) **Humane Destruction** which is carried out solely for economic reasons, even if following discussions between **You** and your **Veterinary Surgeon** it is felt that **Humane Destruction** is in the best interest of all parties concerned.
- 3) Non-emergency **Humane Destruction** which is carried out due either in full or in part to a number of physical issues which are pre-existing to the inception of this policy:
- 4) any loss directly or indirectly arising from or attributable to a condition becoming apparent within sixty (60) days of inception of the first **period of insurance** which may have been concealed by the presence of non-steroid anti-inflammatory or analgesic medication, unless a blood test was carried out at inception and subsequent testing at your expense, proves that the results were negative for the medication as stated above;
- 5) any costs incurred for **Humane Destruction**, **post-mortem** examinations, reports, removal and disposal of the carcass and any cremation fees;
- 6) destruction under the order of any government, local authority or any other body having jurisdiction;
- 7) death during any surgical operation, unless carried out by a qualified **Veterinary Surgeon** and certified by them to have been necessitated solely by an accident, injury, illness, or disease occurring during the **period of insurance** and to have been carried out in an immediate attempt to save the **Donkey's** life or unless previously agreed by the **Insurer**;
- 8) the use of any insured **Donkey** for any purpose other than those within the Class of Use specified in the Schedule or in endorsements to the Schedule;

- 9) death due to the administration of drugs or medication unless required because of accident, injury, illness, or disease first occurring and first manifesting itself in the **period of insurance** and administered by, or at the direction of, a **veterinary surgeon**. Medication includes any drug, hormone, vitamin, protein, or other substance other than unadulterated food or drink;
- 10) malicious or wilful injury or criminal or intentional acts or omissions by **you, your family**, representatives, agents, **employee(s), veterinary surgeon**, bailees or other persons who have care, custody, or control of the **Donkey**;
- 11) the resulting unfitness or incapacity or loss of use of the **Donkey** to fulfil the functions or duties for which the **Donkey** is kept and insured, following an accident, illness, injury, or disease;
- 12) claims or related fees in respect of any **symptom**, condition, or disability already in existence prior to the commencement of the **period of insurance**.
- 13) Death claims for **Donkey(s)** aged 20 to 25 years inclusive,, arising from Cushing's Disease (PPID), Navicular Disease and Degenerative Diseases including by way of examples: Degenerative Joint Disease, Arthritis and Osteoarthritis, Ring Bone and Side Bone
- 14))
 - a) Avian Influenza or any mutant variation; and/or
 - b) Intentional slaughter of the **Horse** directly or indirectly attributable to an outbreak or suspected outbreak of a disease, which results in a government or public or local authority requiring destruction of the horse to halt the spread of disease, unless we have specifically agreed to the destruction of the **Horse**
- 15)
 - a) Coronavirus disease (COVID-19);
 - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - c) any mutation or variation of SARS-CoV-2;
 - d) any fear or threat (whether actual or perceived), or any action taking in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above.

SECTION 2b - THEFT and STRAYING

COVER PROVIDED

We will pay the lesser of the **current market value** or the sum insured specified in the Schedule, provided any claim is supported by proof of purchase and/or valuation if requested, following the loss of any insured **Donkey** by theft, or straying during the period of insurance, where the **Donkey** is not recovered within ninety (90) days.

We will also pay an amount not exceeding £200 for each insured **Donkey**, after prior written agreement, during the period of insurance to cover the cost of advertising for lost or strayed **Donkey(s)** and payment of a reward which leads to recovery.

ADDITIONAL CONDITIONS APPLICABLE TO SECTION 2b

In the event of theft, or attempted theft, of any insured **Donkey you** must immediately notify the police.

ADDITIONAL EXCLUSION APPLICABLE TO SECTION 2b

This Policy Section does not insure any loss directly or indirectly arising from unexplained disappearance or voluntary parting of possession of or title to the **Donkey** as a result of **you**, or other persons who have care, custody, or control of the **Donkey**, being induced by fraud, trickery, or similar false pretences.

OPTIONAL EXTENSIONS TO SECTION 2

VETERINARY FEES EXTENSION

COVER PROVIDED

We will pay up to the amount stated in the Schedule per claim, for each **Donkey** specified in the Schedule, in respect of;

- 1) fees incurred for the attendance and treatment by a qualified **Veterinary Surgeon** following an accidental injury, lameness, **illness**, or **disease** for which the **symptoms** first manifested during the period of insurance and advised immediately to **Us** and in any event before the expiration of this Policy. Claims must be supported by detailed invoices, the **Donkey's** full veterinary clinical history during your ownership, a detailed written report, and clinical notes from both the attending **Veterinary Surgeon** and, if used, the referral **Veterinary Surgeon**, unless specifically agreed otherwise by **Us**.
- 2) fees incurred following emergency referral to a specialist veterinary Equine Unit/Clinic where such referral is necessary to save the insured **Donkey(s)** life and recommended by the attending **Veterinary Surgeon**.
- 3) diagnostic and treatment fees incurred following referral to a specialist veterinary Equine Unit/Clinic provided this is both recommended by:
 - i) **your** attending **Veterinary Surgeon** and
 - ii) agreed in advance by **Us** or **Our Veterinary Surgeon**.
- 4) fees incurred for **alternative treatment** recommended by the attending **Veterinary Surgeon** and provided that prior agreement has been obtained from **Us**

ADDITIONAL CONDITIONS APPLICABLE TO VETERINARY FEES EXTENSION

- 1) This Extension only covers accidental **injury**, lameness, **illness**, or occurring during the period of insurance and subsequent fees which occur within twelve (12) calendar months of the date of the initial **symptoms** for accidental injury, lameness, **illness**, or disease.
- 2) **Alternative treatment** is limited to £500 within the overall claim limit, unless specifically authorised by **Us** and/or Our **Veterinary Surgeon** in writing prior to the commencement of treatment. Cover for **alternative treatment** will cease once the **Donkey** has returned to its normal pre-injury condition.
- 3) In addition to and after application of the excess specified below, **you** shall pay 25% of the costs for CT, CAT, MRI and **Bone Scintigraphy** scans and any related drugs administered.
- 4) In addition to any reports normally required, a further report must be submitted to **us** prior to the insured **Donkey** being referred for CT, CAT, MRI, and **Bone Scintigraphy** scans to obtain prior agreement for these techniques to be covered. If prior authorisation isn't obtained from **Us**, **We** will not pay for any part of the cost of these scans.

- 5) If during the initial or ongoing investigations into the **symptoms**, and subsequent treatment for the **symptoms**, it becomes apparent that there are multiple pathologies, then these will be treated as one claim whether the lameness, injury, illness, or disease are related to each other or not.
- 6) If additional **symptoms** present during the period in which the **Donkey** is recovering from the original **symptoms**, then these additional **symptoms** will be treated as part of the original claim irrespective of whether they are related to each other or not. The period of recovery will be deemed to continue until such time as the Donkey returns to his normal level of health and work prior to the original **symptoms** first appearing.
- 7) If the **Donkey** develops a condition or illness as a result of the treatment or rehabilitation prescribed by your Veterinary Surgeon then this will be treated as part of the original claim.
- 8) If a number of lamenesses, injuries, illnesses or diseases are treated as one claim, then the twelve (12) month period will start from the date that the original **symptoms** first manifested themselves.
- 9) In respect of Equine Gastric Ulcers: investigations and treatment for equine gastric ulcer syndrome and/or equine gastric glandular disease will only be considered when your Donkey is exhibiting clinical symptoms of these conditions.
- 10) Following diagnosis by gastroscopie of gastric ulceration at Grade 2 or above (on the EGUS Lesion Scoring System (LSS) published by the Equine Gastric Ulcer Council), we will initially pay for the first 28 days at up to a full dose and then a further 28 days at a withdrawal dose. Further medication if required, will be covered up to a further 60 days subject to a repeat gastroscopie confirming the continuing presence of gastric ulcers of Grade 2 or above.
- 11) If your Donkey is diagnosed with equine gastric glandular disease the lesions must be accurately described in the nature and position and monitored by gastroscopie as above. If at any reassessment the lesions have resolved, all coverage under this section will cease.
- 12) The cost of **Alternative Treatments** will be paid directly to either yourself or upon your specific request, to the registered provider.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) more than the maximum benefit for each claim
- 2) any loss directly or indirectly arising from or attributable to a condition becoming apparent within sixty (60) days of inception of the first **period of insurance** which may have been concealed by the presence of non-steroid anti-inflammatory or analgesic medication, unless a blood test was carried out at inception and subsequent testing at your expense, proves that the results were negative for the medication as stated above
- 3) fees in respect of normal foaling, castrations, any preventative inoculation, worming, **routine dentistry, or age-related dentistry**, routine or performance enhancing surgical treatment or manipulative therapies, or husbandry otherwise regarded as general care and maintenance of **your Donkey**;
- 4) fees incurred for what is later diagnosed as being as a result of or related to a behavioural or training or **saddlery fitting** issues.
- 5) fees in respect of any condition or disability already in existence or confirmed by our **Veterinary Surgeon** likely to have been in existence prior to the commencement of the **period of insurance**;

- 6) any costs incurred for transportation,
- 7) the cost of livery, stabling, grazing, feeding, bedding or any changes in the way **you** look after **your Donkey** other than when **your Donkey** is hospitalised.
- 8) more than 50% of the admittance, hospitalisation, livery, and nursing costs when **your Donkey** is hospitalised.
- 9) in respect of Remedial Farriery **We** will not pay more than £500 for shoeing and/or the care of **your Donkey's** feet.
- 10) the amount **you** normally pay for shoeing and/or the care of **your Donkey's** feet.
- 11) the cost of buying or hiring equipment or machinery even when recommended by your **Veterinary Surgeon**, unless specifically agreed by **Us** in writing.
- 12) supplements or nutraceuticals and non-prescribed drugs regardless of where purchased from.
- 13) The additional cost of VAT applied for unregistered services, such as farriery and physiotherapy, which are subsequently charged through your veterinary practice.
- 14) any costs incurred for **Humane Destruction, post-mortem** examinations, reports, removal and disposal of the carcass and any cremation fees;
- 15) the **excess** stated in the Schedule.
- 16) all fees in respect of diagnostic and treatment fees incurred following referral to a specialist veterinary equine Unit/Clinic unless agreed in advance by **Us**.
- 17) the cost of treatment or rehabilitation, which is not veterinary treatment or **alternative treatment**, that **you** could carry out yourself, unless the **Veterinary Surgeon** confirms that a **Veterinary Surgeon** or a member of a veterinary practice must carry this out, regardless of **your** personal circumstances.
- 18) The cost of rehabilitation exercise or work (i.e.use of Donkey walkers, the cost of someone lunging or exercising your **Donkey**)
- 19) fees in respect of maintenance or preventative treatment or medication.
- 20) fees in respect of any medication prescribed and/or purchased for use after twelve (12) months from the manifestation of the original symptoms or clinical signs.
- 21) Any costs relating to investigations and/or examination and/or medication when there is an absence of current **symptoms** unless it is subsequently proven and supported by a **Veterinary Surgeon** that the original accidental injury, lameness, illness, or disease remains unresolved.
- 22) any treatment, investigations or examination costs arising from congenital or conformational abnormalities.
- 23) In respect of Gastric ulcers: the cost of Gastrosopes performed without prior recorded veterinary evidence of clinical symptoms indicating the possible presence of Gastric Ulcers.
- 24) In respect of **Donkey(s)** aged 20 to 25 years inclusive : fees arising from the investigations into and diagnosing of Cushing's Disease (PPID), Navicular Disease and Degenerative Diseases including by way of examples: Degenerative Joint disease, Arthritis and Osteoarthritis, Ring Bone and Side Bone;

SECTION 3 - PERSONAL ACCIDENT

COVER PROVIDED

We will pay the benefits below if at any time during the period of insurance the **Insured Person** whilst riding, driving or in control of any **Donkey** described in the Schedule shall sustain Accidental Bodily Injury which solely and independently of any other cause results in Death or Disablement within twelve (12) calendar months from the date of the accident causing such injury.

TABLE OF COVER

1)	Accidental Death	£10,000 (£7,500 for anyone under 14 years)
2)	Loss of sight in one or both eyes and/or Loss of one or more limbs	£10,000
3)	Permanent Total Disablement	£10,000
4)	Dental Treatment incurred as a result of Accidental Bodily Injury covered under this Section	up to £1,500

ADDITIONAL DEFINITIONS APPLICABLE TO THIS SECTION

Insured Person means

You or any person using the **Donkey** with your permission.

Loss of Limb(s) means

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrevocable loss of use of hand, arm, leg, or foot.

Loss of Sight means

The permanent and total loss of sight which shall be considered as having occurred

- 1) in both eyes if **you** or an injured person is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- 2) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale.

Permanent Total Disability means

Disablement (other than **Loss of Limb(s)** or **Loss of Sight** or speech or hearing) which in the opinion of a qualified medical practitioner prevents **you** or an injured person from engaging in their usual occupation lasting for twelve (12) consecutive months and at the end of that time is without the expectation of recovery.

Dental Treatment means

Expenses necessarily incurred as a result of treatment following the **Insured Person** sustaining an injury.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

No claim will be payable under more than one item in the Table of Cover, items 1-3, in respect of the consequence of one accident. Benefit 4 will be payable in addition to and irrespective of an amount claimed under items 1-3. In the event that an accident covered hereunder should result in the death of the **Insured Person** within twelve (12) calendar months of the date of the accident and prior to the definite settlement of the compensation for the disablement, they will be paid instead of the latter the compensation payable in the case of death;

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) if the **Insured Person** has not reached their 5th birthday or has reached their 70th birthday unless previously agreed by **Us**;
- 2) if the **Insured Person** has any known or obvious physical defect or infirmity, unless previously agreed by **Us**;
- 3) directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured Person's** own criminal act;
- 4) sustained whilst the **Insured Person** is engaged in **Donkey** or harness racing of any kind;
- 5) if any **Donkey** specified in the Schedule is hired out by **you, your family** or **employee(s)** without the **Insurer's** written consent or used by any riding establishment;

- 6) if the consequence of an accident is aggravated by any physical disability or condition of the **Insured Person** which existed before the accident occurred. The amount of any compensation payable under this Policy in respect of the consequences of the accident shall be the amount reasonably considered would have been payable if such consequences had not been so aggravated.
- 7) the first £100 of any dental fees claim.

We will not be liable for expenses incurred in respect of any dental treatment that is being followed prior to the time of the accident, and any expenses for corrective dental treatment that would, but for the existence of this Policy, be treated in the normal course of events.

SECTION 4 – DRIVING HARNESS AND SADDLERY

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, reinstatement or replacement of the property with items of a similar type, age, and condition..
- 1)
- 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 **saddlery**, tack or **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 item of **saddlery** valued at more than £500 must be declared and specified in the Schedule.
- 7) Any claim is supported by proof of purchase and/or valuation, if requested.
- 8) 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) clippers, grooming kits, clothing, and personal effects;
- 2) 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;
- 3) 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.
- 4) malicious damage caused by **You**, your **family**, or **employee(s)**;
- 5) accidental physical loss or damage to harness whilst being used by a riding establishment;
- 6) the first £100 of each claim increasing to £150 in respect of theft claims.
- 7) more than £500 per item of saddlery unless specified within the Schedule

SECTION 5 - DONKEY DRAWN 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 whips, carriage lamps and spare cases.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 2) Any claim is supported by proof of purchase and/or valuation, if requested.
- 3) 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.
- 4) All **carriages** are kept, whilst not in use, in a securely locked building unless otherwise agreed in writing by **Us**.
- 5) 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,
- 6) 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.
- 7) **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.
- 8) No accessory is of greater value than £500 unless specified in the Schedule.
- 9) 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.

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 Donkey boxes, 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) expenses arising from the transporting of any **carriage** to or from any repairer or restorer;
- 7) 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;
- 8) the first £100 of each claim increasing to £150 in respect of theft claims.

SECTION 6 – DONKEY or DONKEY TRAILERS

COVER PROVIDED

We will pay **you** the **current market value**, sum insured or the cost of repairs whichever is the lesser amount, for loss or damage during the period of insurance to any **Donkey or Donkey** trailer specified in the Schedule and used by **you** for private purposes as a result of fire, theft, or accidental damage.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) **We** may choose to deal with claims by payment, repair, or replacement.
- 2) In the event of theft **We** will pay for the items stolen if they are not recovered within forty-five (45) days.
- 3) **We** will make a deduction for depreciation and this will be calculated at 10% per year from the date of purchase of any insured **Donkey or Donkey** trailer.
- 4) The trailer must be secured when not in use by a wheel clamp or hitch lock.

WHAT IS NOT COVERED BY THIS SECTION

We will not pay for:

- 1) theft of the trailer from an unlocked building or premises unless the trailer is wheel clamped or secured with a Ball Hitch lock.
- 2) loss or damage arising from or caused by weathering, moth, mildew, or the actual process of cleaning, dyeing, repairing, restoring; or altering of any item or vehicle;
- 3) loss or damage arising from or caused by mechanical or electrical breakdown or failure;
- 4) damage to tyres arising from or caused by road puncture, cuts, or bursts;
- 5) the first £100 of each claim increasing to £150 in respect of theft claims.
- 6) unexplained disappearance or voluntary parting of possession of or title to the **Donkey or Donkey** trailer as a result of **you**, or other persons who have care, custody or control of the **Donkey or Donkey** trailer being induced by fraud, trickery, or similar false pretences.

We will make a deduction for depreciation and this will be calculated at 10% per year from the date of purchase of any insured **donkey or Donkey** trailer.

SECTION 7 - TRANSPORTATION COSTS

COVER PROVIDED

In addition to a successful claim being made and accepted for either the death of the **Donkey or Veterinary Surgeon** fees or repairs to a damages **carriage**, **We** will pay the resulting costs for:

- 1) the removal of carcass of an insured **Donkey** subject to receipt of a death certificate, up to a limit of £400;
- 2) transport to a veterinary hospital of an insured **Donkey** up to annual limit of £200;
- 3) transport of an insured **carriage** to the repairers up to annual limit of £150.

Cover for Item 2) and 3) are subject to receipt of either:

- i) vehicle hire or transporter's invoice;
- ii) confirmation of mileage from home, to veterinary hospital/repairers and return, mileage shall be paid by **Us** at 20p per loaded mile unless otherwise agreed by **Us**.

With regard to transport to either veterinary hospital or to the **carriage** repairers, the Policy excess under the Veterinary Fees Extension of Section 2 – Insurance of the Specified Donkey(s) or Section 6 – Donkey Drawn Carriages and Accessories, must be exceeded for a claim to be made for transportation costs.

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 instruct a **Veterinary Surgeon** on **Our** behalf if necessary.
2. **We** have the right to have a **Post-Mortem** carried out by **Our Veterinary Surgeon** at **Our** own expense.

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, damage, or injury and if applicable, to discuss costs with your **Veterinary Surgeon** regarding investigations and treatment.
- 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 LEGAL LIABILITY CLAIMS

- 1) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 2) **You** shall give all necessary information and assistance to enable **us** to settle or resist any claim or to institute proceedings.
- 3) **You** must provide any witness details and assist us in contacting them for statements if required.
- 4) **You** must forward to **us** (which shall be deemed notice to Convex Insurance UK Limited) any third-party correspondence, writ, summons or other legal process issued or commenced against **you**.
- 5) **We** will take full responsibility for conducting, defending or settling any claim in **your** name.
- 6) If liability is accepted for third party property damage, **you** will be required to send **us your** excess.

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) **We** recommend that **you** take photographs of any evidence of the breaking or damage to property that occurred during the break in.
- 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.

FOR DEATH, PERMANENT INCAPACITY (LOSS OF USE) OR VETERINARY FEE CLAIMS INCLUDING COMPLIANCE WITH VETERINARY ADVICE

If **your Donkey** is ill, lame or has an accident, it is **your** duty to immediately seek the advice of **your veterinary surgeon**. **You** must then follow the recommendations made by the attending **Veterinary Surgeon** or any second opinion or referral practice as to treatment, rest, and rehabilitation.

- 1) **You** must obtain and complete a claim form and forward this together with a completed **veterinary surgeon's** report form, both of which **we** will supply to **you**, your **Donkey's** full clinical veterinary history and also forward copies of the referral vet's reports.
- 2) **You** must submit copies of the itemised invoices.

- 3) If your **Donkey** is to have an operation, please advise **us** prior to this taking place so that **we** can confirm to **you** that this will be covered.
- 4) **You** must obtain prior authorisation for certain diagnostic work including CT, MRI, and Bone Scintigraphy scans. Following these scans, additional reports from **your veterinary surgeon(s)** will be requested.
- 5) Should your **Donkey** die, or be euthanised, **you** must arrange at **your** own expense, for a **Veterinary Surgeon** to certify the cause of death by **post-mortem** examination, unless otherwise agreed by **us**.
- 6) Once **we** agree and settle **your** claim, **We** will pay the agreed amount less **your** excess and any amounts not covered by this Policy.

FOR PERSONAL ACCIDENT AND DENTAL TREATMENT CLAIMS

- 1) If disablement results or may result **you** must place yourself as early as possible under the care of a qualified medical practitioner.
- 2) For dental treatment, **you** must submit itemised invoices.
- 3) **You** will permit the **Insurer** to appoint its own medical advisors to examine **you** as often as they require.

HOW WE DEAL WITH YOUR CLAIM

FRAUDULENT CLAIMS

If **you**, or anyone acting on **your** behalf, make 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 own 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.

QUESTIONS AND COMPLAINTS

What to do if you have a Complaint

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.

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 423308) 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 52 Lime Street. London EC3M 7AF (Company Number 08221173).

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