

# **CARRIAGEHOUSE INSURANCE**

## **CARRIAGE DRIVER'S COMMERCIAL LIABILITY INSURANCE POLICY**

### **POLICY DOCUMENT & SCHEDULE OF INSURANCE**

**Underwritten by:**

**Convex Insurance UK Limited**

**Issued: January 2021**

## 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.

## INFORMATION

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

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

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

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

## CHANGES WE NEED TO KNOW ABOUT

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

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

## CANCELLATION AND COOLING-OFF PERIOD

### Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this **Policy** by notifying your broker within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any **premium** paid will be made unless **You** have made a Claim in which case the full annual **premium** is due.

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.

(a) **Your Right to Cancel after the Cooling-Off Period**

**You** are entitled to cancel this **Policy** after the cooling-off period by notifying your broker in writing, by email or by telephone. 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.

If **You** cancel this insurance after the cooling off period, the administration, as stated in the Certificate, will be non-returnable to cover the cost of providing the insurance.

(b) **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
- (ii) 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**

(c) **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 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.

## 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.

## THIRD PARTY RIGHTS

A person who is not a party to this **Policy** has no right to enforce any term of this contract of insurance under the Third-Party Rights Act 1999.

## 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](mailto: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.

**You** can find this information on the Financial Conduct Authority's ("FCA's") website at [www.fca.org.uk](http://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:

**The Business** means the Business shall mean **Your** trading business or limited company as listed in the schedule.

**Activities** 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 the cover will be void if an accident occurs whilst performing this activity.

**Bodily Injury** means bodily Injury includes death illness disease or nervous shock.

**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
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

**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.

**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**.

**Insurers** means Convex Insurance UK Limited, your Insurer.

### **Limit of Indemnity (Limit)**

#### **1) Section One – Public Liability**

Limit of Indemnity means the amount specified as such in the schedule and the liability of **the Insurers** for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one Event or all Events of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity

Costs and Expenses recoverable under this Policy will be paid in addition to the Limit of Indemnity

#### **2) Section Two – Employers Liability**

Limit of Indemnity 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 one cause

**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

- i) any director of the Insured business,
- ii) any person Employed
- iii) additional drivers as specified in the schedule
- iv) or any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions

**Policy** means the policy booklet together with the current schedule and any Endorsements or Special Clauses indicated on that Schedule as being operative. These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout unless otherwise stated.

**Property** means material property

**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** or **employee**.

**You / your / Insured** means the person or persons, partnership, corporation, or organization named in the Schedule and **your personal representatives**.

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

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

## 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

**Your** duties

1. **You** must ensure that all equipment used in the business 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 horses 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 horses to be used is 4 years old and the minimum experience considered acceptable is 6 months regular driving work . For these purposes, **regular** is deemed to mean that since being broken to drive, the **horse** has at least been driven on a weekly basis and has gained sufficient experience to remain calm in all expected traffic and crowd conditions for the **activity** being undertaken.
3. **You** must tell **Us** prior to any change in the **activities** or **drivers** or numbers of **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 this change.
4. **You** must act in accordance with all 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 and Endorsements of this policy and this will be a special condition of this 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.

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

## THE CONTRACT OF INSURANCE

The Carriage Drivers Commercial Combined Liability policy is a contract between **Convex Insurance UK Limited** and **You** and is formed by **your** proposal and this policy document.

On the basis of the information **You** have given in the proposal, this policy and any endorsements provides insurance for the sections of cover which **You** have selected for the activities occurring within the **period of insurance** for which **We** have accepted **Your** premium.

**We** will reimburse **You** and/or **Your Personal Representatives** in respect of legal liability incurred by **You** and against legal liability in respect of which **You** would have been entitled to indemnity 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.

## GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

- 1) If at any time, any claim arises under this Policy and there is any other current insurance covering, irrespective of the existence of any similar 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 such as the application of excesses
  - 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 **us** 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** injury or **property** damage

**You** must also

- i) Provide **Us** with such particulars and information as **We** may require, complete and return to **Us** a claim form, which **We** will supply **You** with, **You** must 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.
- ii) If possible provide photographs of any damage caused.
- iii) Forward to **Us** or our Loss Assessors immediately upon receipt, every letter, writ, summons and process.
- iv) Cooperate with any Loss Assessors **we** may appoint to handle this claim on **our** behalf.
- v) Advise **Us** in writing immediately **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 any member of **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;
- 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.

#### **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 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:
  - (i) for a Communicable Disease, or
  - (ii) any property insured hereunder that is affected by such Communicable Disease.
- 3) A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - (i) 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

- (ii) 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
  - (iii) 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).

## 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) Pre-existing Condition

**We** will not pay for any pre-existing condition, injury, illness, or disease, unless the condition, injury, illness, or disease was fully and accurately disclosed to, and specifically accepted in writing by **Us**.

## 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 the terms, exclusions, and 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 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 **horse** and / or **carriage** being used for the **Activities** specified 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 CLAUSES UNDER PUBLIC LIABILITY:

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

#### 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. no passengers will be 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.

#### 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;

- 9) the first £250 of each **Property** damage claim;
- 10) Section One is subject to the Special Clauses and Endorsements ( if any ) indicated in the Schedule as applying to Section One.

## **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 Injuries sustained by **Employees** whilst working with **Your** horses either in the stable yard or whilst riding or driving the horse on exercise or whilst taking part in an **activity** or at 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**

### **A LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION**

#### **Event**

In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or 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

In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

#### **Indemnity**

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

Provided that the 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** or any director or **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.

#### **General Exclusions**

Section Two is subject to the General Exclusions

#### **Special Clauses and Endorsements Applicable to Section Two**

Section Two is subject to the Special Clauses and Endorsements (if any) indicated on the Schedule as applying to Section Two

#### **General Conditions**

Section Two is subject to the General Conditions

## COMPLAINTS PROCEDURE

**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](mailto: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](mailto: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](mailto: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 Convex Insurance UK Limited 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 (Registration Number 592646) is authorised and regulated by the Financial Conduct Authority.

Convex Insurance UK Limited (Registered Number 840616) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registered office of Convex Insurance UK Limited is 52 Lime Street, London EC3M 7AF (Company Number 11796392).

Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).