



## CARRIAGEHOUSE CARRIAGE DRIVERS COMMERCIAL LIABILITY POLICY

### POLICY SUMMARY

The information provided in this policy summary is key information which should read.

This insurance is underwritten by Convex Insurance UK Ltd and arranged through Carriagehouse (UK) Ltd.

The policy provides Public and Employers liability for commercial carriage driving subject to its full terms and conditions, on a selective basis, depending on those Sections and Optional Extensions you activate.

The policy is valid for twelve (12) months and is renewable annually.

The geographical limits of the policy are the United Kingdom being England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

This policy summary does not contain the full policy limits, terms and conditions of the Carriage Driver Commercial Liability Policy, which can be found in the policy document. It does include the significant or unusual benefits and exclusions under each Section available under the policy.

### SECTION ONE – PUBLIC LIABILITY

**We** agree 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.

### ADDITIONAL CLAUSES UNDER PUBLIC LIABILITY:

#### 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 leadrope 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:

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- 3) Accidents which happen whilst general exercising including training for commercial work, at shows or competitions
- 4) liability arising directly or indirectly by leaving **your horse** unattended whilst harnessed to a **carriage**;
- 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) the first £250 of each **property** damage claim

### 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**

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 the **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.

### GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1. **You** must notify **us** immediately 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
2. **You** will not make any admission of liability or offer promise or payment without the prior written consent of the **Insurers**.
3. 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.
4. All drivers must be either **You** or specified on the schedule following proof of and acceptance of their driving experience by the Underwriters.
5. Where the appropriate additional premium has been paid and this policy has been extended to include teaching, it is a condition of the policy that at no time is a pupil to be left unattended whilst in control of the horse drawn carriage

### YOUR OBLIGATIONS

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.

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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.

### CANCELLATION AND COOLING OFF PERIOD FOR NEW POLICIES

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

##### a) **Annual Policies:**

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month by notifying the **Insurer** in writing either by email or by letter within fourteen (14) days of either:

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

whichever is the later.

B 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. We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

##### C **One Day Cover Policies:**

This insurance is non cancellable and there can be no return of premium unless otherwise stated in the schedule **Your**

##### **right to cancel (One Day Policies)**

Where **you** have purchased this **policy** in advance of **your** insured event, **you** are entitled to cancel this **policy** up to seven (7) days prior to the insured event taking place by notifying **us** in writing or by email. A Full refund of premium will be given.

For the avoidance of doubt there will be no right of cancellation by **you** within seven (7) days prior to an insured event taking place and there will be no refund of premium due to you,.

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

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period by notifying **Us** in writing either by email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**

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. We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

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### 3) Our right to cancel (Annual Policies) either during or after the cooling off period

**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;

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 the **policy** has been in force unless **you** have made a claim in which case the full premium is due.

The time on risk premium charged will be subject to a minimum of £75 before tax.

For policies intended to cover **you** for less than one (1) month **we** are entitled to cancel this policy by giving you seven (7) days notice in writing by either email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**.

## CANCELLATION FOR RENEWAL ANNUAL POLICIES

### 1) Your Right to Cancel

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period by notifying **Us** in writing either by email or by letter.

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. **We** will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

### 2) Our Right to Cancel

**We** are entitled to cancel this Policy by giving **you** fourteen (14) days' notice in writing either by email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**.

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. **We** will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

## COMPLAINTS PROCEDURE

### What to do if you have a Complaint

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Carriagehouse Insurance**.



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If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager  
Convex Insurance UK Limited  
52 Lime Street.  
London  
EC3M 7AF  
Telephone Number: 020 7743 8487  
E-mail: Lorraine.Mullins@Convexin.com

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

### From within the United Kingdom

Telephone Number: 0800 0234 567	(free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123	(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

### From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000  
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 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:

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