



# **HORSE & CARRIAGE INSURANCE POLICY**

## **POLICY TERMS & CONDITIONS**

**Underwritten by:**

**Convex Insurance UK Limited**

**Issue ref: January 2020**

**CARRIAGEHOUSE HORSE AND CARRIAGE POLICY**

## INFORMATION

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

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

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

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

## THE SCHEDULE

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

## ENDORSEMENT

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

## LAW AND JURISDICTION APPLICABLE TO THIS POLICY

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

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

## PREMIUM PAYMENT

If the premium due under this contract has not been paid to **Us** by the inception of this contract of insurance (and in respect of 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 Seven (7) working days prior notice of cancellation to **You**. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

## INFORMATION YOU HAVE GIVEN US

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

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

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

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

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

- (iii) reduce the amount **We** pay on any Claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, as if **We** would have charged **You** more.

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

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

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

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

### CHANGES WE NEED TO KNOW ABOUT

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

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

### SANCTIONS

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

### FRAUD

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

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

## CANCELLATION AND COOLING OFF PERIOD FOR NEW POLICIES

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

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

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

whichever is the later.

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

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

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

### 3) Our Right to Cancel

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

## CANCELLATION FOR RENEWAL POLICIES

### 1) Your Right to Cancel

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

### 2) Our Right to Cancel

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

## AVERAGE CLAUSE

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

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

## DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to the **Insurer** regarding **you** or **your family** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties.

## CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

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

## DEFINITIONS

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

**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 are treatment for 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**

**Carriage** means

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

**Current Market Value** means

The price at which ownership of the **Horse** 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

**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 horse to pull a carriage, sleigh or farm implement

**Horse** means

Whole or part interest of the horse or horses specified in the Schedule

**Insurer** means

Convex Insurance UK Limited

**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.

**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 measures to protect against the possible occurrence or re-occurrence of any abnormal condition of the insured horse.

**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 **horse**

**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 caries or congenital disabilities or abnormalities or deformities which the insured **horse** may have been born with. Old age related dentistry includes work to repair teeth worn or damaged or lost as a result of the horse being older.

**Saddlery or tack** means

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

**Saddlery Fitting issues** means

Where the horse 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 **horse** 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 **horse** 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 horse

**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**

**BEVA** means

the British Equine Veterinary Surgeons Association

**United Kingdom** means

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

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

**We / us / our** means

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

**You / your / Insured** means

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

## YOUR OBLIGATIONS AND DUTIES

**Your duties:**

- 1) **You** must take all reasonable steps to prevent loss, damage or accidents and keep all insured property in a good state of repair.
- 2) Under Section 2 and subject to the cover provided therein, if your **horse** requires veterinary intervention, **You** must follow the recommendations made by the attending **veterinary surgeon** or any second opinion as to treatment, rest and rehabilitation of any insured **horse**.
- 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 horse** 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**.
- 6) **You** must inform us in advance if your horse is to undergo an elective procedure, i.e. castration under General Anaesthetic, in order for **us** to provide cover for any possible complications that may arise and **You** must have paid any additional premium that **we** require.

**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 very important.**

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

### 1) Sound Health

At the commencement of this insurance, with the exception only of those matters relating to the **horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **us**, the **horse** 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 **horse** already insured: and/or
- ii) any **horse** 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 **horse(s)** insured, or have advised us of **your** proportionate interest in each **horse** not wholly owned. This Policy shall cease to cover the **horse** immediately when **you** sell the **horse** or part with any interest in the **horse**, whether temporarily or permanently. The Policy will also cease to cover any current claims immediately **you** sell or relinquish custody of the **horse**.

3) **You** must provide proper care and attention for all **horse(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 **horse** covered by this Policy. **You** must follow the treatment and rehabilitation recommended by the **Veterinary Surgeon(s)**.

5) If an insured **horse** dies or is destroyed **you** must, at **your** own expense, immediately arrange for a **postmortem** 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 **horse**, **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 which 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 damage no admission, offer, promise, payment or indemnity shall be made or given without **Our** written consent.

9) The **horse** must not be used for any purpose other than those included in the Class of Use specified in the Schedule without the **Our** written consent. The definitions of the activities covered by each class of use is attached to your policy schedule.

10) Before emergency euthanasia takes place, **you** must ask **your Veterinary Surgeon** if the **horse's** condition meets current **BEVA** Guidelines for the Destruction of Horses 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 euthanasia so that **we** can advise if **your horse** 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 horse**.

14) 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 horses 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.

15) 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 **horse** during your ownership must be submitted.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS POLICY

### Loss of Value

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

### Wear and Tear

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

### Nuclear Risks

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

### War Exclusion

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

### Existing and Deliberate Damage

**We** will not pay for physical loss or damage, or veterinary **symptoms** or conditions, or medical conditions

- 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 **horse, horse 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 the 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 **horse** 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 **horse 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 **horse(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 **horse** 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 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) loss or damage to fences or growing crops caused by an insured **horse** 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 **horse** 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 **horse** 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 horse** for professional lessons or training or whilst being 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 **horse** is being controlled or the **carriage** is being driven by any person without **your** permission;
- 15) liability incurred whilst the insured **horse** trailer(s) is either attached to a motor towing vehicle or having broken free from the motor towing vehicle.
- 16) Liability incurred whilst taking part in showing or demonstrations where appearance money or expenses are paid to the insured by the organisers of the Event, unless an additional premium has been paid and the policy schedule has been endorsed accordingly.

## SECTION 2 – INSURANCE OF THE SPECIFIED HORSE(S)

### DEATH

#### 2a) CONDITIONS APPLICABLE TO DEATH FROM IMMEDIATE EMERGENCY EUTHANASIA

##### COVER PROVIDED

The **Insurer** 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 **slaughter for humane reasons** of any insured **horse**, 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 **horse** 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 Horses under All Risks Mortality Insurance Policies provided for Veterinary Surgeons.

#### 2b) CONDITIONS APPLICABLE TO DEATH FROM CRITICAL ILLNESS OR INJURY NECESSITATING NON IMMEDIATE EUTHANASIA

##### COVER PROVIDED

**We** 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 **slaughter for humane reasons** of any insured **horse**, 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, provided that:

- 1) Prior to the **Horse** being euthanised, in order for a claim to be paid you must contact **Us** and submit written veterinary evidence to confirm that:
  - i) your **Horse** 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 **Horse** will necessitate euthanasia due to the likely deterioration of the current symptoms within the 12 month extension clause detailed above.
  - iv) Your **horse** 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.

## 2c) DISPOSAL COSTS

### COVER PROVIDED

Subject to a successful claim being made and accepted under Section 2a or 2b for the death of the **horse**, **We** will pay the resulting costs up to a limit of £300 for the removal of the carcass of the insured **horse** subject to receipt of a death certificate.

### ADDITIONAL CONDITIONS APPLICABLE TO DEATH Sections 2a and 2b

- 1) In the event of a claim for death of the **horse**, **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 **horse**, **You** will be required as appropriate and as requested by **Us** to provide: proof of identity, ownership and current valuation, the passport and vaccination records, purchase receipt or invoice, breed papers and competition records.
- 3) If **you** do not insure the **horse** for its full reasonable value, **We** reserve 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 **horse'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) Euthanasia without the **Our** prior consent unless it is the opinion of a **Veterinary Surgeon** that immediate euthanasia is necessary to relieve incurable and excessive pain, as per Section 2a;
- 2) Euthanasia which is carried out solely for economic reasons, even if following discussions between **You** and your **Veterinary Surgeon** it is felt that euthanasia is in the best interest of all parties concerned.
- 3) Non-emergency euthanasia 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 euthanasia, **post-mortem** examinations or reports;
- 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 **horse's** life or unless previously agreed by the **Insurer**;
- 8) the use of any insured **horse** 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 **horse**;
- 11) the resulting unfitness or incapacity or loss of use of the **horse** to fulfil the functions or duties for which the **horse** 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) Claims or related fees in respect of any weight related condition where the insured horse has a body score of 8 or above on the Henneke horse body condition scoring system or 4 or above on the Carroll and Huntington (1988) system.
- 14) death claims for **horse(s)** aged 16 to 22 years inclusive, arising from Cushings Disease (PPID), Navicular Disease and Degenerative Diseases including by way of examples: Degenerative Joint Disease, Arthritis and Osteoarthritis, Ring Bone and Side Bone;
- 15) death claims for **horse(s)** aged 23 to 25 years inclusive; cover for these horse(s) is limited to death arising from **accidental external injury** only.

## THEFT AND STRAYING

### COVER PROVIDED

**We** will pay the lesser of:

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

following the loss of any insured **horse** by theft or straying during the period of insurance, where the **horse** is not recovered within ninety (90) days.

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

### ADDITIONAL CONDITIONS APPLICABLE TO THEFT AND STRAYING

- 1) In the event of theft, or attempted theft, of any insured **horse you** must immediately notify the police and obtain a crime reference number.
- 2) Any claim is supported by proof of purchase and/or valuation, if requested.
- 3) If the **horse** is recovered after the **Insurer** has settled **your** claim, **you** must repay to the **Insurer** the full amount paid in respect of **your horse's** value and the **Insurer** will reinstate **your** Policy.

### WHAT IS NOT COVERED BY THIS SECTION

**We** will not pay for:

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

## OPTIONAL EXTENSIONS TO SECTION 2

### PERMANENT INCAPACITY (LOSS OF USE) EXTENSION

#### COVER PROVIDED

**We** will pay **you** in the event of any insured **horse** sustaining an illness, injury, lameness, disease or physical disability which results in permanent incapacity to fulfil the Class of Use stated in the Schedule:

- 1) 75% of the lesser of the **current market value** or the sum insured specified in the Schedule should **you** elect to keep the **horse**,
- 2) 100% of the lesser of the **current market value** or the sum insured specified in the Schedule should the **horse** be slaughtered for economic reasons.

provided that the **symptoms** of illness, injury, lameness, disease or physical disability first occur and first manifest during the **period of insurance** and in the opinion of both **your** and the **Our veterinary surgeons**, results in permanent incapacity during the **period of insurance** or within twelve (12) calendar months of such occurrence and manifestation.

**We** reserve the right to offer settlement on a permanent incapacity claim at any time if it is agreed by **Us** and **Our Veterinary Surgeon** that the **horse's** condition is incurable or likely to deteriorate to a point where a Permanent Incapacity claim would be accepted.

On settlement of a claim under this Extension, **We** will be released from all further liability under this Policy for the disabled animal, in respect of death, permanent incapacity and veterinary fees and there will not be any refund of premiums with regard to any of these coverages

It is agreed that in the event of settlement by **Us** under this Policy of a claim for 100% of the sum insured, **We** shall, if **we** so elect, take undisputed ownership of the **horse** in question and all papers pertaining to it.

#### ADDITIONAL CONDITIONS APPLICABLE TO PERMANENT INCAPACITY (LOSS OF USE) EXTENSION

- 1) In the event of a claim under this Extension the **horse** must be freeze marked with a designated mark specified by us to signify that a permanent incapacity claim has been paid. It is a condition of settlement that **you** arrange and provide proof of freeze marking prior to settlement.
- 2) In the event of a claim for Permanent Incapacity, **You** will be required as appropriate and as requested by **Us** to provide: proof of identity, ownership and current valuation, the passport and vaccination records, purchase receipt or invoice, breed papers and competition records.
- 3) If, within twenty four (24) months after payment, the incapacity ceases or the **horse** becomes capable of the Class of Use specified on the Schedule current at the time of the commencement of the **symptoms** leading to a claim under this section, whether the horse is being used by you or any other party, the amount paid must be immediately refunded to **Us**
- 4) **You** must seek and follow all **veterinary surgeon's** advice and treatment, irrespective of whether or not **you** have veterinary fee insurance cover, prior to a permanent incapacity claim being made.
- 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 **horse** 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 horse returns to his normal level of health and normal level of work prior to the original **symptoms** first appearing.
- 7) If the **Horse** 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.

#### WHAT IS NOT COVERED BY THIS SECTION

**We** will not pay for:

- 1) 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;
- 2) disfigurement following an illness, injury, lameness, disease or physical disability which renders the **horse** unsuitable for showing because of its appearance;
- 3) abnormalities of the reproduction organs in the case of any **horse(s)** kept for breeding, other than those caused by accident, injury, illness or disease occurring during the period of insurance;
- 4) in respect of **horse(s)** insured for permanent incapacity for driving, any loss due to an accident, injury, illness or disease which does not physically render the **horse** incapable of being driven;
- 5) permanent incapacity because of any condition or disability already in existence prior to the commencement of the **period of insurance**.
- 6) any loss as a result of lack of ability or suitability or stereotypies or behavioural problems.
- 7) any amount for permanent incapacity in respect of an Association or Society ruling that prevents the **horse's** entry.
- 8) any amount for permanent incapacity in respect of an activity or level of competition that the horse has not been trained in and taken part in.
- 9) Claims or related fees in respect of any weight related condition where the insured horse has a body score of 8 or above on the Henneke horse body condition scoring system or 4 or above on the Carroll and Huntington (1988) system.

## VETERINARY FEES EXTENSION

### COVER PROVIDED

**We** will pay up to the amount stated in the Schedule per claim, for each **horse** 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 **Horse'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 **horse(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**

## TRANSPORTATION TO VETERINARY HOSPITAL EXTENSION

### COVER PROVIDED

In addition to a successful claim being made and accepted under the Veterinary Fee extension, **We** will pay the resulting costs for transport to a veterinary hospital of the insured **horse** up to annual limit of £200, 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 a veterinary hospital, the Policy excess under the Veterinary Fees Extension of Section 2 must be exceeded.

## ADDITIONAL CONDITIONS APPLICABLE TO VETERINARY FEES EXTENSION

- 1) This Extension only covers accidental injury, lameness, illness, or disease 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 **horse** 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 **horse** 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 **horse** 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 horse returns to his normal level of health and work prior to the original **symptoms** first appearing.
- 7) If the **Horse** 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 horse 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 horse 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.
- 13) If you have chosen the veterinary fee option with £7500 surgical colic cover: this limit is the maximum amount payable in respect of colic including all invoices for the colic episodes immediately prior to the surgery and all the aftercare invoices.

#### 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 horse**;
- 4) In respect of dentistry, fees incurred for the treatment of Diastemas and Dental Caries;
- 5) fees incurred for what is later diagnosed as being as a result of or related to behavioural or training or **saddlery fitting** issues.
- 6) 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**.
- 7) any costs incurred for transportation.
- 8) the cost of livery, stabling, grazing, feeding, bedding or any changes in the way **you** look after **your horse** other than when **your horse** is hospitalised.
- 9) more than 50% of the admittance, hospitalisation, livery and nursing costs when **your horse** is hospitalised.

- 10) in respect of Remedial Farriery **We** will not pay more than £500 for shoeing and/or the care of **your horse's** feet.
- 11) the amount **you** normally pay for shoeing or trimming or the care of **your horse's** feet.
- 12) The additional cost of VAT applied for unregistered services, such as farriery and physiotherapy, which are subsequently charged through your attending veterinary practice.
- 13) the cost of buying or hiring equipment or machinery even when recommended by your **Veterinary Surgeon**, unless specifically agreed by **Us** in writing.
- 14) supplements or nutraceuticals and non-prescribed drugs regardless of where purchased from.
- 15) any costs incurred for euthanasia, **post-mortem** examinations, reports, removal and disposal of the carcass and any cremation fees.
- 16) the **excess** stated in the Schedule.
- 17) 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**.
- 18) 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 for medical reasons, regardless of **your** personal circumstances.
- 19) The cost of rehabilitation exercise or work (i.e. use of horse walkers, the cost of someone lunging or exercising your **horse**)
- 20) fees in respect of maintenance or preventative treatment or medication.
- 21) 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.
- 22) Claims or related fees in respect of any weight related condition where the insured horse has a body score of 8 or above on the Henneke horse body condition scoring system or 4 or above on the Carroll and Huntington (1988) system.
- 23) Any costs relating to further or new veterinary 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 condition remains unresolved.
- 24) any treatment, investigations or examination costs arising from congenital or conformational abnormalities.
- 25) 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.
- 26) in respect of **horse(s)** aged 16 to 22 years inclusive: fees arising from the investigations into and diagnosing of Cushings Disease (PPID), Navicular Disease and Degenerative Diseases including by way of examples: Degenerative Joint disease, Arthritis and Osteoarthritis, Ring Bone and Side Bone;
- 27) in respect of **horse(s)** aged 23 to 25 years inclusive: cover is limited to claims arising from accidental and external injury only.

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

### ADDITIONAL DEFINITIONS APPLICABLE TO THIS SECTION

**Insured Person** means

**You** or any person using the **horse** 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 horse or harness racing of any kind;
- 5) if any **horse** 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 or replacement of the property with items of a similar type, age and condition.
- 2) In the event of theft or attempted theft of any item, **you** must immediately contact the police and obtain a crime reference number.
- 3) If an insured item is a set or pair, **We** will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has as a pair or set.
- 4) In the event of theft of any **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 – HORSE 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 **horse** 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 **horse** 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 **horse** trailer as a result of **you**, or other persons who have care, custody or control of the **horse** trailer being induced by fraud, trickery or similar false pretences.

## SECTION 6 – HORSE 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 carriage covers, whips, carriage lamps and spare cases.

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

### ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

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

mileage shall be paid by **Us** at 20p per loaded mile subject to the annual limit of £150.

### WHAT IS NOT COVERED BY THIS SECTION

**We** will not pay for:

- 1) theft of **carriages** whilst not in use from either unlocked premises or buildings or if stored on trailers or in motorised horse 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) unexplained disappearance or voluntary parting of possession of or title to the **carriage** as a result of **you**, or other persons who have care, custody or control of the **carriage** being induced by fraud, trickery or similar false pretences;
- 7) the first £100 of each claim increasing to £150 in respect of theft claims.

## 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](mailto:info@carriagehouseinsurance.co.uk) or via **our** website: [www.carriagehouseinsurance.co.uk](http://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 the **Insurer**) 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) **You** are required to take photographs of any evidence of the break in or damage to property that occurred during the break in and to submit these with your claim form.
- 3) **You** will be required to send in estimates for values for any items of saddlery or accessories stolen, subject to the limits detailed on the Schedule. **You** may be required to provide proof of valuation on any items specified in the Schedule that are stolen.

#### FOR ACCIDENTAL DAMAGE CLAIMS

- 1) **You** must submit estimates for the costs of repairs.
- 2) **We** reserve the right to either repair, replace or to make a cash settlement.
- 3) **You** must not abandon any property to **us** without **our** written permission.

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

If **your horse** 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 **Horse'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 **horse** is to have a non-emergency operation, you are required to 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 **horse** 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, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this Policy shall be invalid and all claims shall be forfeited.

### DEFENCE OF CLAIMS

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

### ADDITIONAL INFORMATION

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

## CONSUMER COMPLAINTS PROCEDURE

### What to do if you have a Complaint

#### Convex Insurance UK Limited Complaints Handling Policy

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

#### Step 1

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

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

You can contact us by email, telephone and letter.

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

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

#### Step 2

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

#### Step 3

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

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.financial-ombudsman.org.uk>

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

### Our commitment

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

### FINANCIAL SERVICES COMPENSATION SCHEME

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

### FINANCIAL SERVICES REGISTER

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

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

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