



**THE RIDE AND DRIVE
PERSONAL ACCIDENT
POLICY**

**POLICY DOCUMENT
&
Schedule of Insurance**

Underwritten by:

Convex Insurance UK Limited

Issue ref: January 2020

CARRIAGEHOUSE RIDER & DRIVER POLICY

CONTRACT OF INSURANCE

The RIDE AND DRIVE policy is a contract between Convex Insurance UK Ltd and you, the policyholder, and is formed by your proposal and this policy document.

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 installment premiums, by the date they are due) **We** shall have the right to cancel this contract of insurance by notifying **You** in writing. In the event of cancellation, the premium for the period that **We** are on risk is due to **Us** and in the event of a loss or occurrence prior to the date of cancellation which gives rise to a valid claim under this contract of insurance, the full contract premium will be payable to **Us**.

We shall give not less than ten (10) days prior notice of cancellation to **You**. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

INFORMATION YOU HAVE GIVEN US

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

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

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

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

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

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

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

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

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

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

3) Our Right to Cancel

We are entitled to cancel this Policy 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.

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

Insured Person means
the policyholder or the person named on the certificate of insurance.

Accidental Injury means
a physical identifiable bodily injury which:
i. is sustained by the insured person and
ii. is caused by an accident during the period of insurance

Accident means
a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, while riding/driving/handling horses not owned or kept by the insured person.

Loss of Limbs 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 or leg.

Loss of Sight means
being certified as entire and irrevocable by a qualified medical practitioner.

Permanent Total Disability means
lasting for twelve consecutive months and at the end of that time being without the hope of improvement and which prevents the insured person from engaging in their usual occupation

Temporary Total Disability means
disablement that temporarily prevents the insured person from attending to a substantial part of their duties of their usual business or occupation.

Dental Treatment means expenses
incurred by the insured person as a result of the insured person sustaining an injury.

Tuition Fees means
private education fees incurred if the insured person cannot attend their usual place of education as a full-time student as a result of an accident within the terms of this policy.

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**.

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..

SECTION 1 - PERSONAL ACCIDENT

We will pay the benefits below if at any time during the period of insurance the **insured person** while riding, driving or in control of any horse not owned or kept by them or a member of their family and taking in any of the Activities defined in the appropriate Class shown on the schedule of insurance, shall sustain Accidental Injury, which solely and independently of any other cause results in Death, Disablement or Dental Fees as defined in the Definitions above.

Table of Cover

Details of Cover	Class A Activities	Class B Activities	Class C Activities	Junior Cover (Under 18's)	The Insurers will not pay:
1. Accidental Death	£15,000	£15,000	£15,000	£5,000	No Excess
2. Total and irrevocable loss of sight in one or both eyes and/or one or more limbs	£15,000	£15,000	£15,000	£7,500	No Excess
3. Permanent total disability	£15,000	£15,000	£15,000	£7,500	No Excess
4. Temporary total disability	£75.00 per week	£75.00 per week	£75.00 per week	nil	The first 7 days
5. Tuition fees	nil	nil	nil	£2,500 per annum max. per week £150	The first 2 weeks
6. Dental treatment	£1,500	£1,500	£1,500	£500	Excess of: £100 for adults £50 for juniors
7. Legal liability (payable per claim)	£1,000,000	£1,000,000	£1,000,000	£1,000,000	Excess of £150 for each claim

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) No claim will be payable under more than one item in the Table of Cover, items 1-5, in respect of the consequences of one accident. Benefit 6 will be payable in addition to and irrespective of an amount claimed under items 1-5. In the event that an accident covered hereunder should result in the death of the insured person within 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.
- 2) Benefit 4 will be payable for a maximum of 52 weeks.
- 3) Benefit 5 will be payable for a maximum of 52 weeks.
- 4) Benefit 5 will be payable for up to the actual cost of tuition fees or the sum insured, whichever the lesser.
- 5) Compensation shall only be payable under items of the Table of Cover if:
 - a. Under item 1, death occurs within twelve months of the date of accident,
 - b. Under item 2, loss occurs within twelve months of the date of accident,
 - c. Under item 3, the insured person becomes totally disabled within twelve months of the date of the accident and such disablement last for twelve months.
- 6) Written notice must be given to your broker as soon as practicable of any accident that causes or may cause a claim to be made under this insurance. If disablement results or may result then the insured person must place themselves as early as possible under the care of a qualified medical practitioner.
- 7) In the event of a claim under this policy the insured person will permit the Insurers own appointed medical advisors to examine them as often as may be deemed necessary.
- 8) The insured person must take proper care of the horse being ridden, driven or handled and act as a prudent owner uninsured.

- 9) Whilst mounted the insured person must wear BSI Approved Protective Headgear, failure to do so may result in any payments in this section being reduced by 20% should an accidental injury occur within the period of this policy.
- 10) If the consequence of an accident is aggravated by any physical disability or condition of the insured person that existed before the accident occurred. The amount of any compensation payable under this insurance 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.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS POLICY

We will not pay for:

1) Death, disablement or dental treatment:

- a) If the insured person has not reached his or her fifth birthday or has reached his or her 70th birthday unless previously agreed by us;
- b) If the insured person or a member of their family, or any person living with them own the horse being ridden/driven or handled or have it on permanent loan.
- c) Directly or indirectly resulting from disease or illness 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's own criminal act;
- d) Sustained whilst the injured person is engaged in racing of any kind;
- e) We will not be liable for private tuition that is already undertaken prior to the time of the accident that would, irrespective of the existence of this insurance, be paid by the insured's parents or guardians in the normal course of events.

2) Consequential Loss

loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any consequential loss.

3) Loss of Value

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

4) Wear and Tear

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

5) Nuclear Risks

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

6) 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.

7) Existing and Deliberate Damage

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

- 1) occurring before cover starts or arising from an event before cover starts;
- 2) caused deliberately by **you** or any member of **your family**.

8) 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.

Section 2 - LEGAL LIABILITY

We will indemnify **You** against liability at law for damages and claimant's costs and expenses in respect of accidental:

- i. Death, bodily injury, illness or disease of any person
- ii. Loss of, or damage to, material property.

Which occurs anywhere in the United Kingdom, during the period of insurance caused by, arising in connection with any horse the **insured person** is riding, driving and/or controlling and is not owned or kept by them or a member of their family.

Our liability for damages under this section shall not exceed £1,000,000 in respect of any one occurrence.

COSTS

We will also pay all costs and expenses incurred with our written consent and relating to any claim that may be the subject of indemnity under this section. If a payment in excess of the amount of the 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 bears to the claim payment.

Special Conditions

- 1) Every letter, claim, writ, summons, legal process or other document shall be immediately forwarded to the Underwriters by the insured through their broker 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 own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings, and in the settlement of any claim;
- 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.

We will not pay for

This section does not insure:

- 1) Death, bodily injury, illness or disease sustained by any person either under a contract of service or apprenticeship with the insured person, when such injury or disease arises out of and in the course of their employment by the insured person or an immediate family member;
- 2) Loss of or damage to property belonging to or in the care, custody or control of the insured person, their immediate family or employees;
- 3) Liability arising directly or indirectly by, through, or in connection with the ownership, possession or use by the insured or on the insured's behalf of any mechanically propelled vehicle, aircraft or watercraft;
- 4) Loss or damage to fences or growing crops;
- 5) Liability attaching to the insured or solely by reason of an express term of any contract unless the liability would have attached to the insured even in the absence of such agreement;
- 6) Liability arising directly or indirectly from the insured's trade, business or profession;
- 7) The serving or attempting to serve a mare by a stallion;
- 8) The first £150 or each claim;
- 9) Injury to any other person in the carriage;
- 10) If at any time, any claim arises under this policy and there is any other insurance covering the same liability, loss or damage, we will not be liable to contribute more than our rateable proportion.

CLAIMS PROCEDURE

How to make a claim – things you need to do

We will not make any payments under this **Policy** to the extent that **We** have been prejudiced by any failure to comply with requirements set out below.

You shall at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim.

Our rights when you claim

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

Enforcement of Rights

We may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy** if anything happens that might give rise to a claim under this **Policy**:

FOR ALL CLAIMS

- 1) **You** must advise **us** soon as practicably possible of what has happened either by phone: **01206 337388**, by email: info@carriagehouseinsurance.co.uk or via **our** website: www.carriagehouseinsurance.co.uk
- 2) **You** must take reasonable precautions to limit any further loss, damage or injury 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 PERSONAL ACCIDENT AND DENTAL TREATMENT CLAIMS

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

HOW WE DEAL WITH YOUR CLAIM

FRAUDULENT CLAIMS

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this Policy shall be invalid and all claims shall be forfeited.

DEFENCE OF CLAIMS

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

ADDITIONAL INFORMATION

- 1) **We** reserve the right to appoint a loss assessor or to take a second veterinary opinion.
- 2) Parts for the repair of carriages can take time to be provided to repairers, this is outside the control of both the Insurer and the repairer.
- 3)

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 Convex or your Account Manager. 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
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
Website: <http://www.financial-ombudsman.org.uk>

Alternatively, you may contact Paul Brand, the CEO of Convex Insurance UK Limited.
Email: 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 (Registration Number 592646) is authorised and regulated by the Financial Conduct Authority.

Convex Insurance UK Limited (Registered Number 840616) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registered office of Convex Insurance UK Limited (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.