

A rider in equestrian attire is silhouetted against a bright, hazy sunset sky. The rider is on a dark horse, and the scene is set in a field of tall grass. The overall mood is peaceful and serene.

convex

Harry Hall One Club

Veterinary Fees, Saddlery & Tack
and Disposal Fees

Policy Document

Call 0345 450 7884

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

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Harry Hall One Club Veterinary Fees Policy Document

This Insurance is provided by Convex Insurance UK Limited and is specially arranged by SEIB Insurance Brokers Limited.

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616). Further details can be found on the Financial Services Register at www.fca.org.uk.

Convex Insurance registered office 52 Lime Street, London, EC3M 7AF. Registered in England - Company Number 11796392.

SEIB Insurance Brokers Limited (SEIB) is authorised and regulated by the Financial Conduct Authority (Firm Reference No 479477). SEIB's registered office is Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW. Registered in England No. 6317314.

In the event of any amendment, alteration, cancellation or question **You** may have or **You** want to make a claim please contact SEIB at South Essex House, North Road, South Ockendon, RM15 5BE. Tel: 01708 850000, Fax: 01708 851520, Email: enquiries@seib.co.uk

Information Provided to Us

We will provide insurance in accordance with the terms of **Your** Policy in the Sections shown on **Your Certificate of Insurance** during the **Period of Insurance**, providing the correct **Premium** is paid.

In deciding these terms, conditions and **premium** in **Your** policy, **We** have relied on the information **You** have given **Us**. **You** must take care when providing any information to **Us** by ensuring that all information is accurate and complete.

If **We** establish that **You** deliberately or recklessly provide **Us** with false or misleading information, **We** will treat this Policy as if it never existed and decline all claims.

If **We** establish that **You** provided **Us** with false or misleading information but this was not deliberate nor reckless it could adversely affect **Your** Policy and any claim.

For example: **We** may

- treat this Policy as if it had never existed and **refuse** to pay all claims and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the **Premium** **You** have paid bears to the **Premium**

We would have charged **You**: or

- cancel **Your** Policy in accordance with the Cancellation Rights condition below.

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- need to amend the terms of **Your** Policy.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

All notifications must be in writing, by email or telephone. Changes to the information **You** have provided may result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your** insurance.

Contract of Insurance

This Policy, the **Certificate of Insurance** and endorsements must be read together as one contract.

You must keep to the conditions in this Policy, including the Special Conditions. If **You** do not, **We** may cancel **Your** Policy, refuse a claim or withdraw from any current claim.

The **Certificate of Insurance** is evidence of **Your** contract of insurance with **Us** and shows the Sections of cover, the Sums **Insured** and **Excesses** **You** have chosen and any special terms that apply to **Your** Policy.

How to Make a Claim

- a) If **You** wish to make a claim under this Policy, **You** can do so by writing to **Us** at
SEIB Insurance Brokers Limited
South Essex House
North Road South Ockendon
Essex, RM15 5BE
- b) emailing SEIB on enquiries@seib.co.uk
- c) contacting SEIB by telephone on 0345 873 4922 or Emergency helpline claims only out of normal office hours Tel: 07747 458486.

You must:

- a) tell **Us** as soon as practicable if **Your Horse** suffers any **Accidental External Injury** or receives **Veterinary Treatment**;
- b) tell **Us** as soon as practicable about any other accident, loss, theft, damage or other event that could lead to a claim on **Your** Policy;
- c) immediately tell the police about any:
 - i) loss or damage by theft or any attempted theft;
 - ii) loss or damage by malicious person;

If **You** fail to do so, **We** may decline **Your** claim.

- d) provide **Us** with, at **Your** expense:
 - i) a **Veterinary Surgeon's** report at the onset of any **Veterinary Treatment** and regular update reports where **Veterinary Treatment** continues beyond a period of 4 weeks;
 - ii) a report from a **Veterinary Surgeon** on the death of **Your Horse** confirming the cause of death (by post mortem examination if necessary);
 - iii) any other documents or proof as **We** may reasonably require for investigating or verifying any claim;
- e) provide **Us** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be reasonably required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
 - i) 30 days of the event for all Sections; or

- ii) the further time period if **We** allow and it is confirmed in writing by **Us**.

Cooling off Period

If **You** are not happy with this Policy, **You** can cancel **Your** Policy during the first 14 days from either:

- a) the start date of the Policy or
- b) the date on which **You** receive **Your Certificate of Insurance**, whichever is later.

This period is called the 'Cooling off period.' If **You** chose to cancel the Policy during this cooling off period, **You** will receive a refund of any **Premium**, providing **You** have not made any claims during this period. If **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium**.

Cancellation Rights

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium.

We may cancel this Policy by sending **You** 14 days' notice by registered post or recorded delivery at **Your** last known address. The only circumstances in which **We** will do this are explained under the Information Provided to **Us** condition above. **We** will give **You** a refund of the **Premium** **You** have paid for the **Period of Insurance** after the cancellation date.

Geographical Limits

The cover provided by this Policy is restricted to:

- a) the United Kingdom of Great Britain and Northern Ireland and the Isle of Man;
- b) temporary cover elsewhere in the Channel Islands and the European Economic Area, for a maximum of 14 days during the **Period of Insurance**, including transits in and between.

Law Applicable to this Insurance Contract

Both parties of this contract of insurance are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be English law.

Fraud

If **You** or anyone acting on **Your** behalf commits fraud, by any means, knowing it to be false or fraudulent and obtains payment under this Policy from such fraud, this Insurance shall become void from the date of the fraudulent act and **You** shall be required to pay back to **Us**

any payment or benefit **You** may have obtained from the Policy from the date of the fraud.

If the **You** or anyone acting on **Your** behalf makes a fraudulent or exaggerated claim under this insurance or deliberately fails to disclose information to **Us** that **We** have requested, or makes any claim with **Us** that involves **Your** dishonesty,

We:

- i) are not liable to pay the claim; and
- ii) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- iii) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** terminate the Policy:

- i) **We** shall not be liable to **You** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and
- ii) **We** need not return any of the **Premiums** paid.

Renewal

Your Policy is an annual contract and each renewal is the start of a separate **Period of Insurance**.

Shortly before each Policy anniversary **We** will invite renewal, although **We** are not obliged to. **We** may amend the terms of the Policy, change age limits, impose exceptions, withdraw Sections of cover or change the **Premium** however **We** will advise **You** of any changes to the terms of **Your** Policy or if **We** are not offering renewal. Should you sell your horse or if your horse dies, please notify Harry Hall as soon as possible.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Eligibility Criteria

The cover is only available to active **Members** of the Harry Hall One Club. The **Horse** must be owned or be on **full Loan** to the **Member**.

We will only cover a **Horse** if it is thirty (30) days old or older.

Definitions

Wherever the following words appear in bold starting with a capital letter in this Policy they will have the same meaning as follows.

Accidental External Injury

Injury caused by accidental, violent and visible means where **Your Horse** has a visible external wound excluding tendons and ligaments.

After-care

The **Veterinary Treatment to Your Horse** arising from **Colic Surgery** while **Your Horse** is kept at the premises where the **Colic Surgery** was performed.

Certificate of Insurance

The document being part of **Your** Policy showing the Policy Details and which Sections of the Policy **You** have chosen, the details and the **Sum Insured of Your Saddlery and Tack** (if applicable), and any extra clauses, terms and exclusions that apply to **Your** Policy.

Colic

A clinical manifestation of abdominal pain.

Complementary Treatment

For the purposes of this Policy the following treatments are considered to be complementary treatments: acupuncture, chiropractic manipulation, electrotherapy, electromagnetic therapy, herbal medicine, homeopathy, hydrotherapy, laser treatment, magnetic treatment, nutraceuticals, osteopathy, physiotherapy and remedial farriery.

Excess

The amount **You** must pay towards each and every claim.

Experimental, Non-Customary or Unproven Treatment

Unproven therapy not generally accepted by the community of **Veterinary Surgeons**.

Full Loan

Means **You** have financial responsibility for **Your Horse**, and have a written loan agreement in place.

Horse

Any **horse**, pony, or donkey named in the **Certificate of Insurance**.

Illness

Sickness or disease that changes **Your Horse's** normal healthy physical state.

Livery

The care of **Your Horse** including keep, feed, stabling, bedding and grooming that is not healthcare while **Your Horse** is hospitalised at a veterinary practice or hospital.

Locked Building

a) The domestic building, not being a caravan or mobile home that **You** live in that has all doors and windows locked; or

b) A building or part of a secure building that **You** do not live in that has all doors locked with 5-lever mortice deadlocks and has steel bars or steel grids on all windows; or

c) A metal shipping container or similar that has been secured against removal and locked with a heavy duty padlock.

Market Value

The price generally paid by a willing buyer to a willing seller for **Saddlery and Tack** of the same age, type and condition as **Your Saddlery and Tack** immediately before the loss, theft or damage.

Member

Means any person who is a member of the Harry Hall One Club.

Period of Insurance

Means the period stated on the **Certificate of Insurance**.

Pre-Existing Condition

- a) any **Accidental External Injury** sustained before the start date of **Period of Insurance**; or
- b) the recurrence of any **Accidental External Injury** that was sustained before the start date of the **Period of Insurance** no matter how many times it returns or whether it returns to or affects different areas of **Your Horse's** body; or
- c) any **Accidental External Injury** that is **caused** by, relates to, or results from, an **Accidental External Injury** that was sustained, before the start date of the **Period of Insurance** no matter where the **Accidental External Injury** happened on, **Your Horse's** body

Premium

The amount in money **You must** pay **Us** in exchange for the insurance coverage **We** provide.

Saddlery and Tack

Saddles, bridles, harness and other riding tack, lunging equipment or harness normally used on **Your Horse** while it is partaking in any of the activities listed under the definition of **Use**.

Sum Insured

The maximum amount **We** will pay.

Symptom

Departure from **Your Horse's** healthy state, condition or bodily function.

Transport

Transportation of **Your Horse** to/from a veterinary practice or hospital.

Use

It is agreed that the purposes for which **Your Horse** is kept and for which it is insured are for the following only:

- Retired
- Events organised by or affiliated to British Eventing, British Dressage, British Showjumping or British Show Horse Association
- Companion animals kept at grass
- Broodmares
- Hacking
- Long distance
- Horse agility
- Gymkhanas
- Pleasure rides
- Unaffiliated dressage
- Showing in-hand and under saddle
- Stallions kept for stud duties
- Unaffiliated showjumping
- Private driving
- Western Riding
- Hunting
- All riding club and pony club activities
- Cross-country
- Unaffiliated eventing

Your Horse must not be used or be trained for any activity other than those listed above. We may cancel the **Your Policy** in accordance with **Our** rights of cancellation.

Vet/ Veterinary Surgeon/Veterinary Consultant/ Independent Veterinary Expert

A **Veterinary Surgeon** registered with the Royal College of Veterinary Surgeons.

Veterinary Treatment

Consultation, advice, examination, test, scan, medication, surgery required to treat **Your Horse** for **Accidental External Injury** provided by a **Vet** including nursing by a veterinary nurse or other member of the veterinary practice under the **Vet's** supervision excluding **Complementary Treatment, Livery or Transport**.

We/ Our/ Us/Insurer

Convex Insurance UK Limited

You/ Your/Yourself / Insured

The person or persons, partnership, corporation, or organisation named in the **Certificate of Insurance**.

General Conditions

It is **Your** responsibility to adhere to the terms and conditions of this Policy, including the Special Conditions. If **You** do not, **We** may cancel **Your** Policy and may pay no claim.

1. Action at Renewal

When **We** offer renewal, **You must** tell **Us** about any **Accidental External Injury** or any veterinary attention, other than vaccinations **Your Horse** has had during the **Period of Insurance** prior to the renewal date whether or not **You** have notified **Us** of a claim. If after **We** have invited renewal **You** or anyone acting on **Your** behalf tell **Us** about something that happened during an earlier **Period of Insurance**

We may change the terms and conditions and backdate exclusions to the date **Your** Policy renewed.

2. Arbitration

- a) If **We** appoint **Our Veterinary Consultant** and they do not agree with **Your** Veterinary Surgeon, the situation will be resolved by an **Independent Veterinary Expert** who will be jointly appointed by **You** and **Us**. The fee for the **Independent Veterinary Expert** will be divided equally between **You** and **Us**.
- b) If any difference arises regarding the amount to be paid under this Policy, where liability has been admitted by **Us**, the difference will be referred to an Arbitrator. The Arbitrator will be appointed by **You** and **Us** in accordance with the statutory provisions. Where any difference is referred for arbitration, the making of any award will be condition precedent to any right of action against **Us**.

3. Changes to risk

Please tell **Us** as soon as possible if there are any changes to the information declared at the start of **Your** policy and stated on the **Certificate of Insurance**. **You** must tell **us** as soon as possible about any of the following:

- a) Of any errors in information previously provided
- b) Change of name
- c) Change of address for either **You** or **Your horse(s)**
- d) Change of **horse(s)**
- e) If **You** have been declared bankrupt or are subject to bankruptcy proceeding
- f) If **You** have had any proposal or renewal for equine insurance refused
- g) If **You** have claimed on any insurance policy for
- h) Horses or Saddlery and Tack
- i) If **You**, or any other people residing with **You**, have ever been convicted of any criminal offence other

than motoring convictions or have any non-motoring prosecutions pending. **You** only need to tell **Us** about any convictions that are unspent under the Rehabilitation of Offenders Act 1974.

If **You** are in any doubt please contact us as a failure to notify us of any such changes could lead to **Your** policy being cancelled, or a claim rejected or not fully paid.

4. Contracts (Rights of Third Parties) Act 1999

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

5. Maximum Amount of Indemnity

Our liability for all damage and costs payable to any claimant or number of claimants in respect of any one event or all events or a series consequent on one original cause shall not exceed the sum on the **Certificate of Insurance** for any one event.

6. Non-Aggregation

In the event a claim involves a loss or an expense that may fall under more than one Section of this Policy, **You** shall only be entitled to indemnification under the highest limit applying to that type of loss or expense with respect to that claim.

7. Reasonable Precautions

You must take all reasonable precautions to prevent liability, loss, theft, damage or accidents including:

- a) arrange and pay for **Your Horse** to have regular and proper foot and or hoof care from a farrier or equine podiatrist, to have regular dental attention from a **Veterinary Surgeon** or equine dental technician and to have any other treatment customarily recommended by a **Veterinary Surgeon for Accidental External Injury**;
- b) in the event of Injury or Illness or **Accidental External Injury to Your Horse** as soon as is reasonably possible, employ a **Vet** at **Your** own expense and provide proper care and treatment;
- c) to comply with the DEFRA Code of Practice for the Welfare of **Horses, Ponies, Donkeys** and their Hybrids;
- d) to take proper care and keep in good condition all property covered by **Your** Policy and to prevent bodily Injury and loss or damage to the property by others;

- e) to prevent Injury or **Accidental External Injury to Your Horse** caused by third parties.

If **You** do not take such reasonable precautions, **We** will not pay any claim resulting from **Accidental External Injury** that would not have occurred had the above precautions been taken unless **You** show that **Your** non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

8. Salvage

If the property insured is lost or damaged, **We** may take and keep possession of the property insured and deal with the salvage in a reasonable manner. In doing this, **We** do not diminish **Our** right to rely on any conditions of this Policy. **You** must execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**. In the event of the death of **Your Horse** any amount received following the disposal of the body at **Your** expense and at the best monetary terms available will be deducted from any payment made by **Us**.

9. Subrogation

We may at **Our** discretion, take over and conduct, in **Your** name, the defence or settlement of any claim. **We** will take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or

secure indemnity from any third party for any event insured by this Policy. **You must** give **Us** all the information and assistance **We** require.

10. Veterinary Advice

We may appoint a **Veterinary Surgeon** to act as **Our Veterinary Consultant** to examine **Your Horse** on **Our** behalf and to advise on **Veterinary Treatment** and the cost of **Veterinary Treatment**. If **Our Veterinary Consultant** considers the **Veterinary Treatment** or received by **Your Horse** is excessive or not required compared to **Veterinary Treatment** normally recommended by general or referral veterinary practices. **We** will pay only the cost of **Veterinary Treatment** of the **Accidental External Injury** and usually charged by general or referral veterinary practices.

11. Veterinary Records

You agree that any **Vet** may release to **Us** any information **We** request about **Your Horse** and **You** will pay any charge made by the **Vet** for this.

12. Evidence of Ownership

We will not pay any claim until **We** receive **Your Horse's** passport, or any other evidence of legal ownership that **We** require, OR where the **Horse** is on **Full Loan to You**, a copy of the loan agreement.

General Exceptions

1. Consequential Loss

We will not pay any claim arising from or relating to any consequential loss of any kind

2. Radioactive Contamination

We will not pay any claim arising from:

- a) loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever resulting or arising from any consequential loss; or
- b) any legal liability of whatsoever nature; or
- c) any bodily injury directly or indirectly caused by, or contributed to, by, or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Sonic Bangs

We will not pay any claim arising from loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Uninsured Use

We will not pay any claim arising out of or resulting from any use or activity not specified under the definition of **Use** or any trade, business or profession or use for hire and reward.

5. Unlawful Activity

We will not pay any claim which arises from **You** acting unlawfully

6. Terrorism

We will not pay any claim for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of

or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. Zoonotic Disease

We will not pay any claim resulting from diseases transmitted from animals to humans.

8. Other Insurances

We will not pay any costs if there is any other valid or collectible insurance available to **You**.

9. Sanction Limitation

We will not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. Avian Influenza

We will not pay any claim arising from death or humane destruction directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

11. Coronavirus

We will not pay any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

Veterinary Surgeons' Fees

We will pay the cost of **Veterinary Treatment Your Horse** receives to treat **Accidental External Injury** sustained during the **Period of Insurance** anywhere within the Geographical Limits up to the **Sum Insured** specified in the **Certificate of Insurance**.

Provided that **We** will not pay the cost of **Veterinary Treatment** or any cost for medicines or other materials prescribed or supplied for **Use** for **Your Horse** which is incurred more than 12 months after the date the **Accidental External Injury** was sustained.

Exceptions to this Section

We will not pay:

- a) the **Excess** of GBP 165 for each and every loss; or the excess under any other insurance available to **You**;
- b) any costs for **Veterinary Treatment** arising from referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence for which **We** have not given **Our** prior written consent;
- c) any costs for diagnosis by magnetic resonance imaging, scintigraphy, computerised (axial) tomography, thermography and myelography for which **We** have not given **Our** prior written consent;
- d) any costs resulting from or arising out of castration unless such costs were incurred for necessary **Veterinary Treatment** arising from **Accidental External Injury**;
- e) any costs arising from any surgical operation for which **We** have not given **Our** prior written consent unless in an emergency to save the life of **Your Horse**;
- f) any costs for **Complementary Treatment, Livery or Transport**;
- g) any costs for any **Veterinary Treatment** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from **Accidental External Injury**;
- h) any costs of vaccination, any other preventative treatment and the removal of wolf teeth;
- i) any cost associated with pregnancy or parturition;
- j) any costs of **Veterinary Treatment** resulting from or arising from an **Accidental External Injury**, before **Your Horse's** insurance cover started or any **Pre-Existing Condition**;
- k) any costs incurred for the destruction of **Your Horse** or the disposal of its body or any post mortem examination;
- l) any costs associated with **Experimental, Non Customary or Unproven Treatment**;
- m) any costs for **Veterinary Treatment Your Horse** receives more than 12 months from the date the **Accidental External Injury** was sustained;
- n) any cost for medicines or other materials prescribed or supplied for **Use** after 12 months from the date the **Accidental External Injury** was sustained;
- o) any costs for **Veterinary Treatment** that **You** chose to have carried out to **Your Horse** that is not in the opinion of **Our Veterinary Surgeon** required to treat **Accidental External Injury** including any complications arising from such treatment;
- p) the normal costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- q) any cost of stabling, grazing, feeding, exercise or any other change in the way **You** look after **Your Horse**, other than any costs **We** have agreed to while **Your Horse** is hospitalised;
- r) any cost of exercising **Your Horse** including riding, leading, lunging, the **Use** of a horse walker and or treadmill regardless of **Your** personal circumstances;
- s) the cost of any **Veterinary Treatment** if a claim has not been submitted to **Us** within 12 months of the **Accidental External Injury** being sustained;
- t) the cost of any **Veterinary Treatment** resulting from taking part in or training for **Use** not shown in the Policy Document;
- u) any cost of buying or hiring equipment;
- v) any administration charges, credit or late payment charges or any other costs that are not fees for **Veterinary Treatment**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** including discount for early settlement whether or not payment is within the period specified;
- w) any cost of **Veterinary Treatment** unless to treat **Accidental External Injury**;
- x) any costs arising from or relating to tendons or ligaments;
- y) any costs arising from or relating to **Illness**.

Special Conditions applicable to this Section

- a) **You** must advise **Us** when the **Veterinary Treatment** starts and subsequently submit all dated **Veterinary Surgeon's** receipts to **Us** to substantiate the claim. Such receipts include details of the **Veterinary Treatment** provided;
- b) Any referral for a second veterinary opinion or referral to a veterinary hospital or centre of veterinary excellence must be approved by **Us** prior to the referral;

- c) Diagnosis by Magnetic Resonance Imaging, Scintigraphy, Computerised (Axial) Tomography, Thermography and Myelography must be approved by **Us** prior to commencement of the procedure;
- d) If **Veterinary Treatment Your Horse** is in progress at the expiry date of the **Period of Insurance We** will continue to reimburse the fees within the limits specified, for a period of 12 months from the date the **Accident External Injury** was sustained, providing the claim was notified to **Us** and accepted by **Us** before the expiry or renewal date;
- e) Once **We** have agreed to pay the claim, **We** may at **Our** option ion pay the **Veterinary Surgeon**, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon**, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**.

Colic Surgery Costs Extension Endorsement

Subject to all of the terms and conditions of the Veterinary Surgeon's Fees section of this **Policy** to which this Extension relates and in consideration of:

- a) an additional **Premium**, and
- b) our acceptance of declaration(s) of health for each of **Your Horses** to which this Extension applies, this Extension is extended to reimburse You, following the diagnosis by a **Veterinary Surgeon** of **Colic** in **Your Horse** and indicating the need for emergency surgery, in addition to the **Sum Insured** stated in the **Certificate of Insurance**, for the reasonable and customary fees incurred for:
 - a) surgical procedures performed upon **Your Horse** by a **Veterinary Surgeon** and certified by him/her to have been necessitated solely by **Colic** and to have been carried out in an emergency attempt to save the life of **Your Horse**;
 - b) **After-care** while **Your Horse** is kept at the veterinary hospital where the surgical procedure was performed, but limited to 50% of the cost of the surgical procedure or no more than 15 (fifteen) days from the time of surgery, whichever the lesser value; but not exceeding, for a) and b) combined, GBP 5,000 for any one claim or in total for all claims during the **Period of Insurance**.

For the purpose of this Extension only, **You** must, within 30 (thirty) days after surgery, provide us with:

- a) a report, signed by the operating **Veterinary Surgeon**, describing the nature of **Your Horse's** condition and the surgical procedures performed; and
- b) copies of all itemised invoices and a claim form in respect of which the claim is made.

Exceptions to this Extension

In addition to the General Exceptions and in addition to the Exceptions to Veterinary Surgeon's Fees section of this **Policy**, this Extension does not cover:

- a) surgical procedures unless performed by a veterinary surgeon in a duly recognised Equine Veterinary Hospital;
- b) any **Pre-Existing Condition** diagnosed or treated prior to the effective date of this Extension;
- c) any **Veterinary Treatment** unless given in conjunction with the surgical procedures for which a claim is made;
- d) surgical procedures not performed under general anaesthesia;
- e) post mortem procedures and related fees or costs in connection with this surgery;
- f) any amounts if **Your Horse** is over fifteen (15) years of age at the start of the **Period of Insurance**;
- g) any fees or costs for **Livery**;
- h) surgical procedures that are not as a direct result of **Colic**;
- i) the **Excess** of GBP 500 for each and every loss; or the excess under any other insurance available to **You**.

Saddlery and Tack

In the event of theft of, accidental loss of or damage to **Saddlery and Tack** occurring anywhere within the Geographical Limits.

We will pay at the lesser of:

- a) the costs to repair the damaged **Saddlery and Tack**, or
- b) the replacement value of the **Saddlery and Tack** that has been lost, stolen or destroyed for items purchased by **You** when new and which are less than 12 months old at the time of loss, or
- c) the **Market Value** of the **Saddlery and Tack** that has been lost, stolen or destroyed for used second hand items purchased by **You** or items purchased new by **You** which are 12 months old at the time of loss.

Limit of Liability

We will not pay more than the **Sum Insured** of GBP 1000 for **Saddlery and Tack** during any one **Period of Insurance**.

Special Conditions applicable to this Section

- a) If **We** pay a claim under this Section of **Your** Policy, **We** will immediately reduce the **Sum Insured of Your Saddlery and Tack** by the amount **We** have paid. If **We** agree **You** may reinstate cover for replacement **Saddlery and Tack** subject to payment of an additional **Premium** at the full annual rate.
- b) If **You** have not **Insured** for its full value all the **Saddlery and Tack** **You** own for **Your Horse**, **We** will only pay a percentage of **Your** claim based upon how much of the full value the amount **You** have **Insured Your Saddlery and Tack** for represents.
- c) **You** must notify the police as soon as **You** become aware **Your Saddlery and Tack** has been lost, stolen or deliberately damaged, If **You** fail to do so, **We** may decline **Your** claim
- d) If following loss or theft **Your Saddlery and Tack** is found **You** must immediately repay the full amount, **We** have paid **You**.

Exceptions to this Section

We will not pay:

- a) in the event of accidental loss or damage the first GBP200 of the amount of each and every loss;
- b) in the event of theft; if no visible or violent force was used to get in or out of a **Locked Building**;
- c) any amount arising from loss or damage in respect of wear and tear, depreciation, moth, vermin, mould, rust, or any process of cleaning, repairing, restoring, or renovation, or the action of light or atmospheric conditions or any other progressive cause;

- d) any amount for clothing and personal effects;
- e) any amount for **Horse** rugs and blankets, grooming equipment and clippers;
- f) any amount for loss or theft of **Saddlery and Tack** left unattended unless from:
 - i) a **Locked Building**; or
 - ii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- g) any amount for loss or theft of **Saddlery and Tack** until 30 days without recovery after the loss or theft was reported to **Us**;
- h) any amount for any loss or damage purposefully caused by **You** or any member of **Your** household or **Your** employee or any person who has care custody and control of **Your Horse** with **Your** consent;
- i) any amount if **Your Saddlery and Tack** is used by **You** or any other person or by a riding school for business or professional **Use** except by **You** or **Your** immediate family as a pupil;
- j) any amount to have **Your Saddlery and Tack** adjusted to fit any horse;
- k) any amount in respect of unexplained disappearance or unexplained inventory shortage.

Disposal Fees

Following death or euthanasia arising from an **Accidental External Injury** sustained during the **Period of Insurance** and occurring anywhere within the Geographical Limits.

We will pay costs for disposal fees and euthanasia charges up to a maximum amount of GBP300.

Exceptions to this Section

We will not pay:

- a) al any claim under this Section which is not substantiated by receipts showing the costs involved;
- b) any costs incurred for any post mortem examination;
- c) any loss which happens more than **12** months after the date the **Accidental External Injury** was sustained.

We will pay no claim if the death or euthanasia results from or arises out of:

- a) destruction due to compliance of the requirements of any Statute or any Order of the Privy Council, a Government Department or Local Authority;
- b) castration;
- c) any complications which arise during surgery;
- d) **Your Horse's** unfitness or incapacity to fulfil the use for which it is kept;
- e) e) any vice or behavioural problem unless veterinary evidence is provided to establish that the vice or behavioural problem is caused by an **Accidental External Injury** sustained during the **Period of Insurance**;
- f) **Illness**;
- g) an **Accidental External Injury** sustained before **Your Horse's** insurance cover started or any **Pre Existing Condition**;
- h) malicious or wilful **Accidental External Injury** caused by **You** or any of **Your** family or household or any employee of **Yours** or other persons who have care or custody of **Your Horse**.

Complaints Handling Policy

Convex Insurance UK Limited's aim is always to provide **You** with the best possible service. If **You** feel they have not provided that service or made an error, then please advise them in the first instance. Convex Insurance UK Limited will take **Your** complaint seriously and do their best to investigate and resolve it as quickly as possible. The following Complaints handling procedure has been established to ensure that this happens.

Step 1

Tell **Us** about it. There are different ways **You** can do that.

1. Communicate with SEIB. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

You can contact SEIB by email, telephone, or letter:
enquiries@seib.co.uk
Tel: +44 (0)1708 850000

SEIB Insurance Brokers Ltd, South Essex House, North Road, South Ockendon, Essex, RM15 5BE, United Kingdom

2. Contact the complaints team:

complaints@convexin.com
Tel: +44 (0)7919 603210

Convex Insurance UK Limited, 52-54 Lime Street, London EC3M 7AG, United Kingdom

Convex Insurance UK Limited will acknowledge **Your** complaint promptly and they will let **You** know who will be handling **Your** complaint and provide **You** with their contact details.

Step 2

Convex Insurance UK Limited aim to resolve **Your** complaint as soon as possible. If it is complicated or they need to investigate the circumstances further then they may not be able to resolve it straight away and it may take longer depending on its complexity. Convex Insurance UK Limited aim to get **You** a final response within eight (8) weeks of receiving **Your** complaint. If they cannot do so then they will tell **You** why it is taking more time and let **You** know what they are doing and how long they expect it will take to resolve.

Step 3

If **You** are not happy with Convex Insurance UK Limited's 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. Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of **Your** complaint, at the most, depending on what **You** are complaining about. **You** need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to **Your** complaint.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Alternatively, **You** may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

Email: lorraine@convexin.com
or write to the following address:

Convex Insurance UK Limited
52-54 Lime Street
London EC3M 7AG
United Kingdom

Our commitment

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

Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the Scheme if Convex Insurance UK Limited is unable to meet its obligations under this Policy of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Tel: 020 7741 4100,

0800 678 1100

Fax: 020 7741 4101

Website: www.fscs.org.uk

SEIB Insurance Brokers Limited Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

SEIB Insurance Brokers Ltd ("we", "us" "our") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and will refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

We may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud, and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange, and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at:

<http://www.seib.co.uk/about-us/privacy-policy>

or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email: dataprotection@seib.co.uk

Fair Processing Notice – Convex Insurance UK Limited

This Privacy Notice describes how Convex Insurance UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Areas for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: lorraine.mullins@convexin.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at:

<https://convexin.com/privacy-policy/>

Call 0345 450 7884

www.seib.co.uk   

South Essex House, North Road, South Ockendon Essex RM15 5BE SEIB Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority. (local call charges apply)

