



HORSE TRANSPORTERS CARE, CUSTODY & CONTROL INSURANCE

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Understanding Your Policy

The Insurance Contract

In return for payment of the premium shown in the Schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this insurance.

The Policy

The Policy is evidence of the contract of insurance between **You** and **Us**. It is made up of the following elements which should together be regarded as one document.

- The Schedule
- This wording,
- Any subsequent endorsements that may be issued.

Please read them carefully and if they require any amendments please return them to **Your** broker for correction.

What You Need To Do Now

It is important that **You**:

- check that the Sections **You** have requested are included in the Schedule;
- check that the information **You** have given **Us** is accurate;
- notify **Your** broker as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- comply with **Your** duties under each section and under the insurance as a whole.

Keep the Policy safe in case **You** need to refer to it.

Who Is Providing This Insurance

The insurance by this contract is underwritten by Convex Insurance UK Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

You can find this information on the Financial Conduct Authority's ("FCA's") website at www.fca.org.uk which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

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 **You** 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 (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Words With Special Meanings

Wherever words appear in bold in this Policy they will have the meanings shown in the Definitions on pages 7 and 8 unless more specifically defined in a particular Section. Any word or expression to which a specific meaning has been attached in any part of this wording or the Schedule, shall bear such meaning wherever it may appear.

Law Applicable To This Contract

This Policy shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Accessibility

Upon request, **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Insurance Product Information Document. If **You** require an alternative format **You** should contact **Your Broker** through whom this **Policy** was arranged.

Important Information

FAIR PRESENTATION CLAUSE

Information you have given us

In deciding to accept this **Policy** and in setting the terms, including premium, **We** have relied on the information which **You** have provided to **Us**.

You have a duty to take reasonable care not to make a misrepresentation to **Us** by ensuring that all information **You** provide in answer to **Our** questions is true, accurate and complete. **You** must also take reasonable care to answer all the questions honestly and to the best of **Your** knowledge. When referring to "**Your Duty**" in this clause, we mean the duty to take reasonable care as fully described in this paragraph.

Your Duty also applies when **Your** policy is varied or renewed. When answering **Our** questions at each variation or renewal, **You** must not only give **Us** new information, but also information **You** have previously provided if it remains relevant to answer **Our** questions, whether or not it is exactly the same or there are changes, and even if the information arose during a previous policy period.

If **We** establish that **You** have broken **Your Duty** deliberately or recklessly, **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** have broken **Your Duty** carelessly, **We** will have the right to:

- i. treat this **Policy** as if it never existed, decline to pay any claim and return the premium **You** have paid, 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, 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**, 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 claim 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 **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

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**.

This summary is provided for illustrative purposes to help **You** understand **Your Duty**. It is not intended to amend or disapply any of **Your** statutory rights and duties under the Consumer Insurance (Disclosure and Representations) Act 2012.

FAIR PROCESSING NOTICE

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice "**We**", "**Us**" or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by Convex Insurance UK Limited for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become **Data Controllers** in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

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

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com
Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF. United Kingdom

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

For more information about how we process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

SANCTIONS

We shall not provide any benefit under this contract of insurance 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.

TERMS NOT RELEVANT TO A LOSS

Where:

- a) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
- b) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

We cannot rely on the breach of such term to exclude, limit or discharge **Our** liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

THIRD PARTY RIGHTS

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.

Cancellation Of This Policy

YOUR CANCELLATION RIGHTS

Cancellation during Cooling Off Period

You may take advantage of the cooling off period as follows:

- **You** have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the contract or the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- If **You** cancel before the start of the Period of Insurance, **We** will return the premium in full.
- If **You** cancel within 14 days of the start of the Period of Insurance, **We** will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided **You** have not made a claim. The amount refunded will be dependent on how long this policy has been in force and any outstanding adjustments. The refund for the remaining Period of Insurance will be calculated from the date that **We** receive the notice of cancellation from **You**.
- No refund of premium will be given in the event of a claim either in whole or in part.

Cancellation if Cooling Off Period does not apply

If **You** wish to cancel **Your Policy** after cooling off period:

- **We** will refund a daily proportionate part of the premium in respect of the remaining term of this policy provided **You** have not made a claim. The amount refunded will be dependent on how long this policy has been in force and any outstanding adjustments. The refund for the remaining Period of Insurance will be calculated from the date that **We** receive the notice of cancellation from **You**.
- If **We** pay any claim, in whole or in part, or any claim or incident has been notified to **Us** then no refund of premium will be allowed.

To cancel this **Policy** please write or telephone
KBIS Ltd,
Cullimore House,
Peasemore,
Newbury.
Berkshire RG20 7JN
Tel: 0345 230 2323

OUR CANCELLATION RIGHTS

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing other than in respect of non-payment of premium where the policy will be cancelled ab initio (as if it never existed).

We will only do this for a valid reason (examples of valid reasons are as follows):

- a change in risk which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language to one of **Our** staff, agents or suppliers.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

We will either cancel the insurance by contacting **Your** broker who placed the cover for **You** or by sending **You** a letter to **Your** last known address.

Claims Procedure

CLAIMS PROCEDURE

How to make a claim

1. **You** shall notify KBIS British Equestrian as soon as practicably possible of:
 - a) any claim made against **You**;
 - b) the receipt by **You** of any notice of intention to hold you responsible;
 - c) any circumstance of which **You** become aware which may subsequently give rise to a claim against **You**.
2. **You** shall give to **Us** all such information and assistance as **We** may reasonably require.
3. In the event of non-renewal of this policy and the risks covered hereby remaining uninsured, this policy shall extend to cover claims made against **You** and notified **Us** as soon as practicably possible upon the expiration of the Period of Insurance, subject otherwise to the terms, exclusions, conditions and limits of this policy.
4. **You** will need to complete a claim form for the incident in question.

The following contact details are to be used:

KBIS Ltd, Cullimore House, Peasemore, Newbury, Berkshire RG20 7JN
Telephone: 0345 230 2323 Email: ask@kbis.co.uk

No Admission of Liability

You shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without **Our** written consent and **We** shall be entitled at any time to take over and conduct in **Your** name the defence or settlement of any claim.

You shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon by the **You** and **Us**) shall advise that such proceedings should be contested.

Fraudulent Claims

If **You** shall make any claim knowing such claim to be false or fraudulent as regards amount or otherwise, **We**:

- a) will not pay the claim; and
- b) may recover from **You** any monies already paid by **Us** in respect of the claim; and
- c) may by notice to **You** treat this Policy as having been terminated from the time of the fraudulent act.

If **We** treat this Policy as having been terminated **You** will;

- i) have no cover under this Policy from the date of termination; and
- ii) not be entitled to any refund of premium.

Subrogation

If any payment is made under this policy in respect of a claim, the Insurer shall be subrogated to all the Insured's rights of recovery in relation thereto, and the Insured shall give all necessary information and assistance to the Insurer in the exercise of these rights.

Complaints Procedure

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have not provided the best possible service or made an error, then please advise **Us** in the first instance. **We** will take **Your** complaint seriously and do **Our** best to investigate and resolve it as quickly as possible. **We** have established the following complaints handling procedure to ensure that this happens.

If **You** have any questions or concerns about this insurance or the handling of a claim, please contact KBIS details are as follows:

KBIS Ltd.
Cullimore House,
Peasemore
Newbury
Berkshire RG20 7JN
United Kingdom
Tel: 0345 230 2323
Email: ask@kbis.co.uk

How To Make A Complaint

Step 1

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

1. Communicate with **Your** usual contact at Convex being either **Your** Account Manager or Broker. Let them know that **You** are dissatisfied with the service **You** have received and tell them why.

You can contact **Us** by email, telephone, or letter.

2. Contact **Our** complaints team:
complaints@convexin.com
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 their 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 to **You** a final response within eight (8) weeks of receiving **Your** complaint. If **We** cannot do so, then **We** will tell **You** why it is taking more time and let **You** know what **We** are doing and how long **We** expect it will take to resolve.

Step 3

If **You** are not happy with **Our** response, or actions, and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further:

1. **You** may be eligible to refer the complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which **You** must contact the FOS (these limits have been mentioned previously in this Policy). Convex Insurance UK Limited needs to give **You** their final response within eight (8) weeks of **Your** complaint, at the most, depending on what **You** have complained about. **You** should 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: <http://www.financial-ombudsman.org.uk>

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

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

Convex Insurance UK Limited
52 Lime Street London EC3M 7AF
United Kingdom

Our Commitment

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

Policy Definitions

When the following words or phrases appear in **bold** in the Policy they shall have the meanings set out below.

Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer equipment.

Cyber Incident shall mean

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer equipment; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer equipment

Data shall mean data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by computer equipment.

Endorsement shall mean a change in the terms and conditions of this insurance agreed by **Us** that can extend or restrict cover.

Excess shall mean the amounts specified in the Schedule which **You** shall pay in respect of all damages, compensation, claimants costs, legal costs, defence costs and expenses before **We** shall be liable to make any payment. The **Excess** shall apply to each and every loss.

Horse(s) shall mean any horse, pony, donkey, mule, ass or jennet.

Horse Transporter shall mean any person, organisation or company transporting **Horse(s)** on behalf of third parties for hire or reward

Period of Insurance shall mean the length of time the insurance is in force as shown on Your schedule.

Terrorism shall mean 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.

We / Us / Ours shall mean Convex Insurance UK Ltd.

You / Your shall mean the person or persons, organisation or company named on your schedule as policyholder(s)

Insuring Clause

We will subject to the **Excess** in the Schedule cover **You** up to the Sum Insured specified in the Schedule.

1. In respect of **Your** legal liability to Third Parties resulting from any claim first made against **You** during the Period of Insurance by reason of any negligent act, negligent error or negligent omission on the **Your** part in **Your** capacity as **Horse Transporter** for damages arising out of:

- A) Death
- B) Permanent injury
- C) Temporary injury
- D) Loss of use
- E) Infectious or contagious disease

to any **Horse** which is in **Your** legal care, custody or control or over which **You** are exercising physical control occurring within the United Kingdom and the European Union, and

2. Against all costs and expenses incurred with **Our** written consent in the defence of any such claim, provided always that if a payment in excess of the Sum Insured has to be made to dispose of the claim **Our** liability for such costs and expenses shall be such proportion thereof as the amount of the cover available under this policy in respect of that claim bears to the amount required to dispose of that claim.

Conditions

All the following are important to **Our** liability under this policy.

1. Change in Circumstances

You must tell **Us** as soon as practicably possible about 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 such change affects **Your** insurance and if so, whether the change for example will result in revised terms and/or premium being applied to **Your** policy. If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

2. No Publicity

The existence of this insurance shall not, without **Our** written consent, be disclosed by **You** to any person.

3. Premium Payment

- a) **You** undertake that premium will be paid in full to **Us** within 60 (sixty) days of inception of this Policy (or, in respect of instalment premiums, when due).
- b) If the premium due under this contract has not been so paid to **Us** by the 60th (sixtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) **We** shall have the right to cancel this contract by notifying **You** via the broker in writing. In the event of cancellation, premium is due to **Us** on a pro rata basis for the period that **We** are on risk, but the full contract premium shall be payable to **Us** in the event of a loss or claim prior to the date of termination which gives rise to a valid claim under this Policy.
- c) It is agreed that **We** shall give not less than 15 (fifteen) days' prior notice of cancellation to **You** via the broker. If 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.
- d) If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of this clause which will remain in full force and effect.

4. Record Keeping

You should keep a record (including copies of letters) of all information **You** supply to **Your** insurance advisor or **Us** in connection with this contract of insurance. No change or modification to this policy shall be effective unless confirmed in writing by the **Your** insurance advisor.

5. Sums Insured

We expect that the amounts insured will represent the full value of the item insured. If **You** are in any doubt **You** should speak to **Your** insurance advisor.

In the event of breach any of the above conditions, **We** shall have no liability under this policy, unless **You** show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Exclusions

We shall not be liable to cover **You** in respect of any claim against **You**:

1. Relating to any **Horse** in which **You** have any proprietary interest, except that proportion of any damages and costs which is not attributable to such proprietary interest.
2. For the loss or destruction of or damage to any property whatsoever (other than a **Horse**), or any loss or expense resulting or arising therefrom.
3. Arising out of **Your** liability for any bodily injury, death, sickness, illness or disease to any third party (other than a **Horse**).
4. Directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear components.
5. In respect of which **You** are or would but for the existence of this policy be entitled to cover under any other insurance (except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected).
6. Arising out of any negligent act, negligent error or negligent omission on **Your** part prior to the policy start date specified in the Schedule.
7. Arising out of any claim against **You** alleging diminution in the value of any **Horse** unless such diminution in value forms part of a claim covered under insuring clause 1 herein.
8. Arising out of:
 - a) any **Cyber Act**; or
 - b) any **Cyber Incident**including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
and
 - c) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
9. Arising out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.
10. Arising out of any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
11. Arising out of any loss directly or indirectly arising out of, contributed to by, or resulting from:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2;or from any fear or threat of a), b) or c) above.