



**WorldHorseWelfare**

# World Horse Welfare ChampionPlus

with **Veterinary Master Policy Document**



June 2022

Specially arranged by SEIB Insurance Brokers Ltd.

**Call 01708 850 000**

[www.seib.co.uk](http://www.seib.co.uk)   

**SEIB**  
INSURANCE BROKERS.

## **CONTENTS**

Page 3

**Important Information**

Page 5

**Special Categories of Data**

**Fraud Prevention**

**Further Information**

Page 6

**General Definitions**

Page 8

**Insuring Clause**

Page 9

**General Conditions**

Page 12

**General Exceptions**

Page 15

**Complaints Handling Policy**

## 1. IMPORTANT INFORMATION

This **Policy** is a contract between the **Master Insurance Holder** and **Us**, administered and specially arranged by **SEIB**.

This **Policy** consists of this document and endorsements, if any, all are to be read as one contract. In this **Policy**, certain words or phrases are specially defined.

**We** will, in consideration of the payment of the **Membership Fee** by **You**, insure **Your Horse**, subject to the terms and conditions of this **Policy**, during the **Period of Insurance** and the **Period of Membership**.

**You** should read this **Policy** carefully and make sure that it meets **Your** needs.

**You** should keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

### 1.1 About SEIB Insurance Brokers (SEIB)

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.

### 1.2 About The Insurer

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](http://www.fca.org.uk)

Convex Insurance registered in England and Wales No. 11796392.

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

### 1.3 Eligibility Criteria

The **Horse** is only covered whilst **You** are an active **Member** of the **Master Insurance Holder** during **Your Period of Membership**.

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

### 1.4 Information You Have Given Us

In deciding to accept this **Policy** **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 and;
- (b) decline all claims.

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

- (i) treat this **Policy** as if it never existed and refuse to pay any claim. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (ii) cancel **Your Policy** in accordance with the 'Cancellation and Cooling Off Period' General Condition 4.9.

**We** will have the right to:

- (1) give **You** fourteen (14) 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 (i), in which case **You** may then give **Us** fourteen (14) days' notice that **You** are terminating this **Policy**.

### 1.5 Changes We Need To Know About

**You** must notify **SEIB** in writing, by email or by telephone as soon as practicable if **You** become aware of any changes in the information **You** have provided which happens before or during any **Period of Membership**, for example, if **Your** address provided changes during the **Period of Membership**.

When a change is notified **You** will be told if this affects this **Policy**. For example, **We** may cancel this **Policy** in accordance with the 'Cancellation and Cooling-Off Period' General Condition 4.9. If **You** do not inform **SEIB** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## 1.6 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

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

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (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 premium paid.

## 1.7 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.

## 1.8 Choice Of Law

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

The language of this **Policy** and all communications relating to it will be in English.

## 1.9 Accessibility

Upon request to **SEIB We** can provide Braille, audio or large print versions of the **Policy** and any associated documentation. If **You** require an alternative format **You** should contact **SEIB**.

## 1.10 Third Party Rights

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

## 1.11 Several Liability

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.

## 1.12 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 fulfillment 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](mailto: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/>

### 1.13 SEIB's Data Privacy Notice

Your privacy is important to SEIB. SEIB will process Your personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which SEIB may hold about You or process is SEIB who You can contact via the Data Protection Officer, at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk)

SEIB 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 and business management. This may 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, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that Your personal information is protected.

## SPECIAL CATEGORIES OF DATA

In order to provide Your insurance Policy or when making a claim, SEIB may need to collect or process information relating to You or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain Your consent to process this information. If You do not consent to SEIB processing this information SEIB may be unable to provide Your insurance Policy or process any claim. You are entitled to withdraw this consent at any time.

However, withdrawing Your consent may mean SEIB are unable to continue providing Your cover meaning Your insurance Policy may be cancelled. Your Policy terms and conditions set out what will happen in the event Your Policy is cancelled.

Where SEIB have Your consent, SEIB may market their services to You or provide Your personal data to SEIB's 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 SEIB.

## FRAUD PREVENTION

SEIB may check Your details with various fraud prevention and credit reference agencies. If You make a claim, SEIB will share Your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on Our behalf.

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

## FURTHER INFORMATION

For further information on how Your personal data is used and Your rights in relation to Your personal data please refer to SEIB's Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Officer.

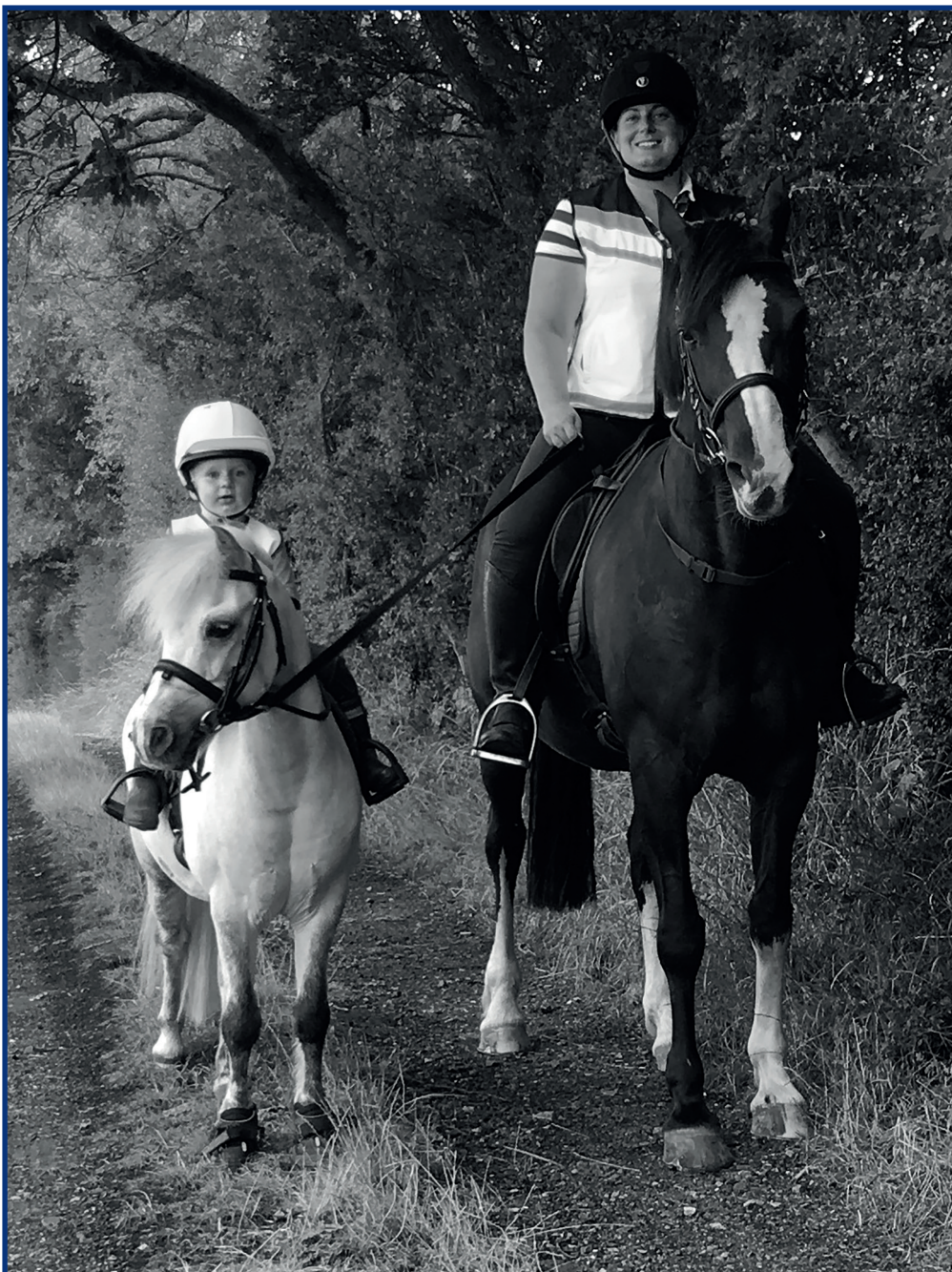


## 2 GENERAL DEFINITIONS

Wherever the following words appear in **bold** starting with a capital letter in this **Policy** they will have the following meaning:

- 2.1 **Accident/Accidental** means a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the **Period of Membership**.
- 2.2 **Accidental External Injury** means a sudden physical injury caused by **Accidental**, violent and visible means where **Your Horse** has a visible external wound excluding strains of tendons and ligaments.
- 2.3 **Complementary Treatment** means the following treatments:  
Acupuncture, Chiropractic Manipulation, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Laser Treatment, Magnetic Treatment, Nutraceuticals, Osteopathy, Physiotherapy and Remedial Farriery and any **Veterinary Treatment, Livery or Transport** associated with or required for the aforementioned treatments, when carried out by a **Veterinary Surgeon**, or under the supervision of a **Veterinary Surgeon** and carried out by a **Farrier, Equine Podiatrist** or a therapist who holds a nationally recognised qualification, approved by **Us**, in their subject.
- 2.4 **Equine Dental Technician** means an equine dental technician with a current and valid license to practice, issued by the appropriate governing agency.
- 2.5 **Equine Podiatrist** means a qualified equine podiatrist, who has produced two **Veterinary** references and is confirmed by **Us** in writing as acceptable.
- 2.6 **Excess** means the amount of GBP 165 **You** must pay towards each and every claim.
- 2.7 **Experimental, Non-Customary or Unproven Treatment** means unproven therapy not generally accepted by the community of **Veterinary Surgeons**.
- 2.8 **Family** means members of **Your** family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. **Family** does not include lodgers, tenants or domestic staff.
- 2.9 **Farrier** means a farrier who is registered with the FRC (Farriers Registration Council) or holds a current valid license, issued by the appropriate governing agency.
- 2.10 **Full Loan** means **You** have financial responsibility for **Your Horse**.
- 2.11 **Geographical Limits** means the countries set out in the General Conditions.
- 2.12 **Horse** means any horse, pony, or donkey that **You** own or is on **Full Loan** to **You**.
- 2.13 **Illness** means sickness or disease that changes **Your Horse's** normal healthy physical state.
- 2.14 **Livery** means the care of **Your Horse** including keep, feed, stabling and bedding, and grooming that is not healthcare while **Your Horse** is hospitalised at a veterinary practice.
- 2.15 **Master Insurance Holder** means the Council of World Horse Welfare
- 2.16 **Member** means any person who during the **Period of Insurance** pays the appropriate **Membership Fee** and becomes a 'ChampionPlus with Veterinary' member of the **Master Insurance Holder**
- 2.17 **Membership Fee** means the amount **You** must pay to the **Master Insurance Holder** for **Your** membership.
- 2.18 **Period of Insurance** means the period stated on the Master Schedule.
- 2.19 **Period of Membership** means 12 consecutive months from the date that **You** became a **Member** of the **Master Insurance Holder** during the **Period of Insurance**.
- 2.20 **Policy** means this document and any applicable endorsement(s).
- 2.21 **Pre-Existing Condition** means:  
(a) any **Accidental External Injury** sustained before the start date of the **Period of Membership**; or  
(b) the recurrence of any **Accidental External Injury** that was sustained before the start date of the **Period of Membership** 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 Membership** no matter where the **Accidental External Injury** were noticed or happened in, or on, **Your Horse's** body.
- 2.22 **SEIB** means SEIB Insurance Brokers Limited who have arranged this **Policy** on **Our** behalf.
- 2.23 **Sum Insured** means the maximum amount of £1,500 that **We** will pay per **Accidental External Injury** and in the aggregate during the **Period of Membership**.
- 2.24 **Symptom** means the departure from **Your Horse's** healthy state, condition or bodily function.
- 2.25 **Terrorism** means 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.

- 2.26 **Transport** means essential transport of **Your Horse** from the place where it is usually kept to a veterinary practice for **Veterinary Treatment**.
- 2.27 **United Kingdom** means England, Scotland, Wales and Northern Ireland.
- 2.28 **Vet/Veterinary Surgeon** means a veterinary surgeon or veterinarian with a currently valid license, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
- 2.29 **Veterinary Treatment** means consultation, advice, examination, test, scan, medication, and/or 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**.
- 2.30 **We/Us/Our/Insurer** means Convex Insurance UK Limited.
- 2.31 **You/Your** means the **Member**.





### 3 INSURING CLAUSE

#### 3.1 What Is Covered

Subject to the terms and conditions of this **Policy** **We** will pay **You** the cost of the **Veterinary Treatment** **Your Horse** receives to treat an **Accidental External Injury** during the **Period of Membership** anywhere within the **Geographical Limits** up to the **Sum Insured**.

**We** will also pay the cost of **Complementary Treatment** recommended by a **Vet** **Your Horse** receives to treat an **Accidental External Injury** during the **Period of Membership** up to the **Sum Insured**.





## 4 GENERAL CONDITIONS

It is **Your** responsibility to adhere to the terms and conditions of this **Policy**. If **You** do not it may impact **Your** ability to make a claim.

### 4.1 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
- Companion animals kept at grass
- Stores;
- Broodmares
- Hacking
- Long distance
- Horse agility
- Unaffiliated eventing
- Competitive and endurance rides, affiliated or unaffiliated up to 80KM
- Gymkhanas;
- Unaffiliated dressage
- Jump cross
- Showing in-hand and under saddle
- Heavy horses
- Affiliated dressage
- Horse ball
- Stallions kept for stud duties
- Activities organised by a recognised pony club or riding club
- Unaffiliated showjumping
- Cross-country
- Private driving
- Pony flat racing
- Affiliated showjumping
- Polocrosse
- Trec
- Vaulting
- Western Riding
- Scurry Driving
- Driving (Weddings & Funerals)
- Hunting
- Hunter trials
- Combined Driving

**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.

### 4.2 Precautions - You Must:

- (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 **Accidental External Injury** employ a **Veterinary Surgeon** as soon as practicably possible, at **Your** own expense and provide proper care and treatment;
- (c) comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- (d) take all precautions to prevent **Accidental External Injury**, theft, loss or damage.

In the event of breach of this condition, **We** shall have no liability under this **Policy** for any **Accidental External Injury**, unless **You** show that non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 4.3 Loan

If **Your Horse** is on **Full Loan** to **You**, **You** must have a written loan agreement and **We** reserve the right to communicate with the owner on any matter regarding this **Policy**.

### 4.4 Claim Notification

**You** must:

- (a) tell **SEIB** as soon as practicably possible if **Your Horse** suffers any **Accidental External Injury** or receives **Veterinary Treatment**;
- (b) as soon as practicably possible tell the police about any loss or damage by malicious person;
- (c) 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 four (4) weeks;
  - (ii) any other documents or proof as **We** may require for investigating or verifying any claim;
- (d) provide **Us** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within twelve (12) months of the **Accidental External Injury** being sustained;

**We** will not pay a claim unless each of the above requirements (where applicable) have been complied with.

#### 4.5 Geographical Limits

The cover provided by this **Policy** is restricted to:

- (a) the **United Kingdom**, the Isle of Man and at bases of Her Majesty's Forces overseas;
- (b) temporary cover elsewhere in the European Economic Area, for up to thirty (30) days in total during the **Period of Membership**.

#### 4.6 Subrogation

If **We** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure reimbursement. **You** must give **Us** all the information and assistance **We** require and shall at all times take all steps to preserve evidence and protect rights and remedies against third parties.

#### 4.7 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.

#### 4.8 Disputes

- (a) Save as otherwise set out in this **Policy**, all disputes in relation to the meaning or application of the terms of this **Policy** shall be subject to the exclusive jurisdiction of the English Court.
- (b) If any difference arises regarding the amount to be paid under this **Policy**, where liability has been admitted by **Us**, then, save as otherwise provided in the **Policy**, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each propose a name and then **We** and **You** will be bound by the mid-point between the valuations given by the two experts. It is agreed that each party will pay the fees of its appointed expert.

#### 4.9 Cancellation And Cooling-Off Period

The **Member** will have no Cancellation rights under this **Policy**. This is a **Policy** provided as part of the **Member's** membership benefits.

##### (a) Master Insurance Holder's Right To Cancel During The Cooling-Off Period

The **Master Insurance Holder** is entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date the **Master Insurance Holder** receives this **Policy**; or
- (ii) the start of the **Period of Insurance**;

whichever is the later.

A refund will be issued to the **Master Insurance Holder** providing no claim has been made under this **Policy**.

##### (b) Master Insurance Holder's Right To Cancel After The Cooling-Off Period

The **Master Insurance Holder** is entitled to cancel this **Policy** after the cooling-off period by notifying **SEIB** in writing, by email or by telephone. The **Master Insurance Holder** will not be entitled to a return of premium for the unexpired portion of the **Period of Insurance**.

##### (c) Our Right To Cancel the Master Insurance Holder's Policy

**We** are entitled to cancel this **Policy** if there is a valid reason to do so, including for example:

- (i) any failure by **Master Insurance Holder** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **Master Insurance Holder** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** or **Our** appointed representatives request, such as details of a claim or the **Member's** current residential address.

Cancellation of this **Policy** by **Us** does not affect the treatment of any claim arising under this **Policy** in the **Period of Insurance** or the **Member's Period of Membership** before cancellation. The **Master Insurance Holder** will not be entitled to a return for the unexpired portion of the **Period of Insurance**.

##### (d) Our Right To Cancel Your Policy

**We** are entitled to cancel a **Member's Policy** if there is a valid reason to do so, including for example:

- (1) if the **Horse** is being used for a use outside of that agreed in General Condition 4.1 Use.

**You** will not be entitled to a return of any premium or **Membership Fee**.

#### 4.10 Limit Of Liability

The most **We** will pay **You** is the **Sum Insured** stated in the Master Schedule.

Any amount for **Complementary Treatment** is included within and is not additional to the **Sum Insured**.

The maximum **We** will pay **You** for **Livery** or **Transport**, for which **We** have given **Our** prior consent in writing, is 50% of the cost to **You**.

#### 4.11 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.

#### 4.12 Continuation Of Treatment

If treatment to **Your Horse** is in progress at the expiry date of **Your Period of Membership** **We** will continue to pay the fees within the limits specified, for a period of twelve (12) months from the date the **Accidental External Injury** was sustained not exceeding the **Sum Insured** and providing the claim was notified to **Us** and accepted by **Us** before the expiry or **Period of Membership**;

#### 4.13 Complementary Treatment

Any **Complementary Treatment** recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to the start of treatment;

#### 4.14 Diagnostic Procedures

Diagnosis by Magnetic Resonance Imaging, Scintigraphy, Computerised (Axial) Tomography, Thermography and Myelography recommended by **Your Veterinary Surgeon** must be approved by **Us** prior to commencement of the procedure;

#### 4.15 Second Opinions

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;

#### 4.16 Veterinary Reports

**You** must advise **Us** when the treatment starts and subsequently submit all dated **Veterinary Surgeon's**, therapist's and **Farrier's** receipts to **Us** to substantiate the claim. Such receipts must include details of the treatment provided.

#### 4.17 Claims Conditions

- (a) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon** or other authorised provider of treatment directly, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of treatment, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**;
- (b) Where our prior consent is required for **Veterinary Treatment** or **Complementary Treatment**, **We** may appoint a **Veterinary Surgeon** to examine **Your Horse** on **Our** behalf. Any disagreement between **Your Vet** and **Our Vet** over the appropriate **Veterinary Treatment** and/or **Complementary Treatment** for **Your Horse** will be referred to an independent **Vet** who will examine **Your Horse**. This **Vet** will be mutually agreed upon by **You** and **Us** and will act as an arbitrator. The fees for the independent **Vet** will be divided equally between **You** and **Us**;
- (c) In other instances, if **Our Vet** considers the **Veterinary Treatment** or **Complementary Treatment** received by **Your Horse** is excessive or not required compared to **Veterinary Treatment** or **Complementary Treatment** normally recommended by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** necessary to treat the **Accidental External Injury**. If the costs **You** are charged for **Veterinary Treatment** or **Complementary Treatment** are in the opinion of **Our Vet** excessive when compared to the cost of **Veterinary Treatment** or **Complementary Treatment** normally charged by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** usually charged by general or referral veterinary practices.



## 5 GENERAL EXCEPTIONS

The following exclusions apply to the **Policy** as a whole.

**We** will not pay any claim under this **Policy** arising out of or relating to:

### 5.1 Age Limits

Any **Horse** less than thirty (30) days old.

### 5.2 Costs And Expenses

**We** will not pay:

- (a) the **Excess** 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 for **Complementary Treatment** for which **We** have not given **Our** prior written consent;
- (e) any costs resulting from or arising out of castration unless such costs were incurred for **Veterinary Treatment** arising from the **Accidental External Injury**;
- (f) 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**;
- (g) any costs for **Livery** and **Transport** for which **We** have not given **Our** prior written consent;
- (h) 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**;
- (i) any costs of vaccination, any other preventative treatment;
- (j) the removal of wolf teeth;
- (k) any costs of **Veterinary Treatment** or **Complementary Treatment** for any **Pre-Existing Condition**;
- (l) any costs incurred for the destruction of **Your Horse** or the disposal of its body;
- (m) any post mortem examination;
- (n) any costs associated with **Experimental, Non-Customary or Unproven Treatment** for which **We** have not given **Our** prior written consent;
- (o) any costs for **Veterinary Treatment** or **Complementary Treatment** **Your Horse** receives more than twelve (12) months from the date the **Accidental External Injury** was sustained;
- (p) any cost for medicines or other materials prescribed or supplied for use after twelve (12) months from the date the **Accidental External Injury**;
- (q) any costs for any elective **Veterinary Treatment** or **Complementary 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;
- (r) the costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- (s) 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;
- (t) any cost of exercising **Your Horse** including riding, leading, lunging, the use of a horse walker, equine swimming pool and/or treadmill;
- (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** or **Complementary Treatment**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** or provider of **Complementary Treatment** including discount for early settlement whether or not payment is within the period specified;
- (x) any costs arising from or relating to strain of tendons and ligaments;
- (y) any costs arising from or relating to **Illness**;
- (z) any costs for horses, ponies or donkeys that **You** do not legally own or have on **Full Loan**.

### 5.3 Cyber Attack

This clause shall be paramount and shall override anything in this insurance inconsistent therewith.

- 1 In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
  - 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
  - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### 5.4 Hire & Reward

The carrying on of any trade business or profession or use of **Your Horse** for hire or reward.

### 5.5 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

### 5.6 Malicious Or Wilful Injury

The malicious or wilful injury to the **Horse** caused by **You** or any of **Your Family** or household or any employee of **Yours** or other persons who have care, custody or control of **Your Horse**.

### 5.7 Other Insurances

Any costs if there is any other valid and collectible insurance available to **You**.

### 5.8 Sonic Bangs

Loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5.9 Terrorism

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.

This clause 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 clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 5.10 Uninsured Use

Any form of use not specified under General Condition 4.1 Use.

### 5.11 Unlawful Activity

**You** acting unlawfully.

### 5.12 War

Loss or damage 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.

### 5.13 Zoonotic Disease

Any diseases transmitted from animals to humans.

#### 5.14 Coronavirus

Notwithstanding any other provision, no cover is provided under this **Policy** for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- I. any fear or threat (whether actual or perceived) of; or
- II. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.





## 6 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Email: [lorraine@convexin.com](mailto: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](http://www.fscs.org.uk).



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Specially arranged by SEIB Insurance Brokers Ltd.

Call 01708 850 000

[www.seib.co.uk](http://www.seib.co.uk)   

