

Equine Insurance (UK)

Full Mortality Policy Wording

1. Introduction

This **Policy** is a contract between **You** and **Us**. It is arranged through **Your Broker** on **Our** behalf.

This insurance product has been designed to protect your horse against specific risks as further set out below. **We** intend the language and layout to be clear to help **You** to understand the cover **We** provide and **Your** obligations.

This document, the **Schedule** (in a separate document), any attaching **Additional Cover** or **Endorsement** make up this **Policy** setting out the details of the insurance which **You** have requested.

Please read this whole **Policy** carefully, together with any **Additional Cover** or **Endorsement** and the **Schedule** to ensure that the information contained in this **Policy** is accurate and that the **Schedule** reflects the coverage **You** have requested. If anything is not correct, please return it as soon as practicably possible to **Us** via **Your Broker**.

The insurance cover provided is subject to all the terms and conditions set out all sections of this **Policy**, including those set out in Section 5 (Important Conditions), Section 6 (Claims Conditions) and Section 7 (General Terms and Conditions) (herein referred to as the "Terms and Conditions").

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 **Policy**, for the death of an insured **Horse(s)** caused by any **Accident, Injury, Illness** or disease happening during the **Period of Insurance**.

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

If **You** have any questions or concerns about this **Policy** or the handling of a claim **You** should, in the first instance, contact **Your Broker** whose contact details are specified in the **Schedule**.

If **You** are unable to resolve any questions or concerns with **Your Broker** please refer to the complaints procedure below.

Words and terms starting with an upper case letter and in bold type have special meaning and are defined in the Definitions Section 8.

IMPORTANT INFORMATION

Previous pre-existing condition, Injury, Illness or disease

You confirm that, as at the date of acceptance or inception of this **Policy**, whichever is the later, to the best of **Your** knowledge and belief, there have been no pre-existing condition, **Injury, Illness**, or disease involving any **Horse**, that:

- a) have not already been notified to **Us**; and
- b) would be covered under this **Policy**.

If **You** breach this condition, **We** may reject **Your** claim or reduce amounts payable on **Your** claim.

This condition is included here for clarity but it is a term of the **Policy** under Clause 5.1 of the Important Conditions and an exclusion under General Exclusion 4.9.

Theft Additional Cover – Important Condition

If **You** pay or promise to pay a ransom or give similar assurances of any such nature to any third party, this insurance will be cancelled from the Inception Date in its entirety and with respect to all **Horses** stated in the **Schedule**.

This condition is included here for clarity but it is a term of the **Policy** under Additional Cover 3.1 (Theft), Additional Important Condition h).

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),
3. 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.

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. When We invite renewal of this policy You must tell Us about any Accident, Injury, Illness or disease or any veterinary attention that has not been previously disclosed to Us, as well as the reoccurrence of any illnesses that have been previously disclosed (e.g. reoccurrences of colic), other than vaccinations Your Horse has had during the Period of Insurance, whether or not you have notified Us of a claim and whenever the Accident, Injury, Illness or disease occurred.

We will advise **You** of any changes to the terms of **Your Policy** or if **We** are not offering renewal.

Change in Circumstances

You must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**. If **You** become aware that the information **You** have given **Us** is inaccurate, **You** should inform **Your Broker** as soon as practicably possible.

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

Cancellation and Cooling-Off Period

a) *Your Right to Cancel during the Cooling-Off Period*

You are entitled to cancel this **Policy** by notifying **Your Broker** in writing, by email or by telephone within fourteen (14) days of either:

- i. the date **You** receive this **Policy**; or
- ii. the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

Any additional premium due to **Us** during the **Period of Insurance** for additional **Additional Cover(s)** or **Endorsement(s)** will be retained by **Us** in full, which includes, for example: cover for surgical operations, transit and infertility

b) *Your Right to Cancel after the Cooling-Off Period*

You are entitled to cancel this **Policy** after the cooling-off period by notifying **Your Broker** in writing, by email or by telephone.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

If **You** cancel this **Policy** after the cooling off period, the administration fee, as stated in the **Schedule** will be non returnable to cover the cost of providing the insurance.

If **You** cancel this **Policy** after the cooling off period, the administration fee, as stated in the **Schedule** will be non returnable to cover the cost of providing the insurance.

c) *Our Right to Cancel*

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

- i. any failure by **You** to pay the premium; or
- ii. a change in risk which means **We** can no longer provide **You** with insurance cover; or
- iii. non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

d) *Additional Covers and Endorsements*

Any additional premium due to **Us** during the **Period of Insurance** for additional **Additional Cover(s)** or **Endorsement(s)** will be retained by **Us** in full, which includes, for example, cover for surgical operations, transit and infertility.

Cancellation of this **Policy** by **Us** does not affect the treatment of any claim arising under this **Policy** in the period before cancellation.

If a claim is paid on any **Horse**, whether by settlement, compromise or otherwise, no return of premium will be allowed.

Premium Payment

Premium should be paid in full to **Us** within thirty (30) days of the start of the **Period of Insurance** of this **Policy** (or, in respect of instalment Premiums, when due).

If the Premium due under this contract has not been paid to **Us** by the thirtieth (30th) day from the start of the **Period of Insurance** of this **Policy** (and, in respect of instalment Premiums, by the date they are due). **We** shall have the right to cancel this **Policy** by notifying the **Insured** in writing. In the event of cancellation, **Premium** is due to **Us** for the period that **We** are on risk but the full **Policy** Premium shall be payable to **Us** in the event of a loss or occurrence prior to the date of cancellation which gives rise to a valid **Claim** under this **Policy**. **We** shall give not less than fifteen (15) days prior notice of cancellation to **You**. If Premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this **Policy** shall automatically terminate at the end of the notice period.

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:

- a) **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
- b) **We** need not return any of the premium paid.

REGULATORY INFORMATION

Complaints Handling Policy

Our aim is always to provide **You** with the best possible service. If **You** feel that **We** have not provided that 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.

Step 1

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

1. Communicate with **Your** usual contact at Convex, **Your** Account Manager or **Your 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 **Your** complaint and provide **You** with their contact details.

Step 2

We aim to resolve **Your** complaint as soon as possible. If it is complicated or **We** need to investigate the circumstances further, then **We** may not be able to resolve it straight away and it may take longer depending on its complexity. **We** aim to get **You** a final response within eight (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 **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: <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
52-54 Lime Street
London EC3M 7AG
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.

Insurance Guarantee Scheme

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the Insurer is unable to meet **Your** obligations under this **Policy** of insurance. If **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

Accessibility

Upon request **We** can provide Braille, audio or large print versions of this **Policy** and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

Regulatory Information

Convex Insurance UK Limited is Registered in England & Wales with Registration Number 11796392.

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).

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

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.

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

2. What is covered and Value of the Horse

This part of the **Policy** sets out the cover provided by this **Policy**.

2.1. Death or Humane Destruction of the insured Horse

If a **Horse** dies or is the subject of **Humane Destruction**, **We** will pay **You** the **Fair Market Value** of the **Horse** as at the time of death or **Humane Destruction**, but never more than the sum insured specified for that **Horse** in the **Schedule**, less any **Excess** specified in the **Schedule**.

We will only pay if:

- a) the death or **Humane Destruction** is caused by an caused by any **Accident, Injury, Illness** or disease which first occurs or manifests itself during the **Period of Insurance**; and
- b) the death or **Humane Destruction** occurs either:
 - i. during the **Period of Insurance**; or
 - ii. if this is an annual **Policy**, no later than Ninety (90) days after expiry of the **Period of Insurance**, provided **You** have notified **Us** in writing during the **Period of Insurance** of the **Accident, Injury, Illness** or disease (See “How to make a claim – things You need to do” in the Claims Conditions section on page seventeen (17)); and
- c) the death or **Humane Destruction**, and the **Accident, Injury, Illness** or disease causing it, occur within the **Territorial Limits** specified in the **Schedule**.

Important Conditions Applicable to Insuring Clause 2.1

2.2. Changes in Fair Market Value

- a) **You** should review the sum insured as shown in the **Schedule** on a regular basis to ensure it accurately reflects the **Fair Market Value** of the **Horse**.
- b) **You** must notify **Your** broker as soon as practicably possible of any change in the **Fair Market Value** of the **Horse**. This includes, for example, changes in **Fair Market Value** as a result of public auctions or castration.

If **You** breach this condition, **We** may reduce amounts payable on **Your** claim.

2.3. Automatic Reduction of Sum Insured

If at any time during the **Period of Insurance** the **Horse** is:

- a) entered but not sold in a public or private auction and the sum insured for the **Horse** exceeds the highest amount bid in such auction for **Your Financial Interest** in the **Horse**, **You** must within seven (7) days thereafter inform **Us** in writing and then the sum insured specified in the **Schedule** shall automatically be reduced upon the conclusion of the auction or upon **You** telling **Us**, whichever shall occur first, to the highest amount bid for **Your Financial Interest** in the **Horse**; or
- b) entered in a public or private auction and the terms of the contract are not satisfied and/or the sale is not completed, **You** must within seven (7) days thereafter inform **Us** in writing and then the sum insured specified in the **Schedule** shall automatically be reduced to either the:
 - i. **Fair Market Value** at the time of the auction taking into account any defects (physical or otherwise) in the **Horse** that prevented completion of the sale; or
 - ii. the amount stated in the **Schedule**, whichever is the lesser.

In the event that the sum insured specified in the **Schedule** is reduced under one of the above conditions, **You** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **Schedule**.

3. Additional Covers

The below **Additional Covers** only apply if shown as “purchased” in the **Schedule**. If nothing is stated in the **Schedule** the applicable **Additional Cover** does not apply.

3.1. Theft Additional Cover

What is Covered

Subject to all of the terms, conditions and General Exclusions of this **Policy** and the additional important conditions below, following:

- a) theft of the **Horse**; or
- b) death or **Humane Destruction** of the **Horse** directly resulting from theft of the **Horse**,

which occurs during the **Period of Insurance**, **We** will pay **You** the **Fair Market Value** of the **Horse** at the time of the theft up to the sum insured stated in the **Schedule**.

What is not Covered

We will not pay for any loss directly or indirectly:

- c) arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **Horse** as a result of **You** being induced by fraud, trickery or similar false pretences; or
- d) relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **Schedule**.

Additional Important Conditions

The following conditions are very important. If **You** breach any of the following important conditions, **We** may reject **Your** claim or reduce the amount payable on **Your** claim (and the **Policy** may be cancelled under sub-section h) below).

- e) Prior to the commencement date of this insurance there must have been no theft or attempted theft of **Your Horse** or threat against **You** or **Your Horse** whether insured, insured elsewhere or uninsured.
- f) **We** will not pay for any loss of the **Horse** by theft until ninety (90) days after the incident is reported to **Us** and then only in the event that the **Horse** has not been recovered during that period.
- g) **You** must as soon as practicable report the theft of the **Horse** to **Us** and to the local Police and follow their recommendations.
- h) If **You** pay or promise to pay a ransom or give similar assurances of any such nature to any third party, this insurance will be cancelled from the Inception Date in its entirety and with respect to all **Horses** stated in the **Schedule**.
- i) In the event of any payment under this **Additional Cover**, **We** reserve the right to take title and possession of the **Horse** if it is subsequently recovered.

Additional Important Condition h) is also set out in the Introduction of this **Policy** for clarity.

3.2. Equine Twelve Months Additional Cover

What is Covered

Subject to all of the terms, conditions and General Exclusions of this **Policy** and in consideration of the renewal of this

Policy:

- a) the ninety (90) day extension period referred to in Insuring Clause 2.1 b)(ii) shall be further extended until such time as the **Accident, Injury, Illness** or disease is no longer life-threatening, but in any case not exceeding a further period of two hundred seventy five (275) days after the expiration of the original ninety (90) days extension.

Conditions applicable to this Additional Cover

- b) In the event of the **Horse** being over thirteen (13) years of age at the expiration of the original ninety (90) days extension period, then **Our** limit of liability as specified in the **Schedule** shall be reduced by the following:
 - i. 25% if a 14 year old,
 - ii. 33% if a 15 year old,
 - iii. 40% if a 16 year old; and
 - iv. 50% if a 17 year old.
- c) This **Additional Cover** 3.2 shall not apply to the **Horse** if, at the expiration of the original ninety (90) days extension period, the **Horse** is eighteen (18) years old or over.

3.3. Operations Additional Cover

What is Covered

Subject to all of the terms, conditions and General Exclusions of this **Policy**, this **Policy** is extended to cover:

- a) any **Horses** being operated on under local or general anaesthetic during the **Period of Insurance** by a qualified **Veterinary Surgeon** acting in accordance with accepted veterinary practice.

Conditions applicable to this Additional Cover

- b) In addition to Important Condition 5.8, where possible **You** should notify **Us** as soon as practicably possible prior to the operation being performed.
- c) Where an operation is not necessitated in an attempt to save a **Horse's** life, an additional premium may be charged. General Exclusion (4.10) (Surgical, Medical) shall not apply to the extent that this **Additional Cover** provides cover.

3.4. Wobbler Syndrome Additional Cover

What is Covered

Subject to all of the terms, conditions and General Exclusions of this **Policy**, this **Policy** is extended to cover:

- a) **You** up to the amount stated in the **Schedule** if, during the **Period of Insurance**, the **Horse** is diagnosed with Wobbler Syndrome of a minimum level of Grade Level 3, which is chronic and progressive in nature subject, to the Additional Important Conditions stated below.
- b) This **Policy** is extended to cover death or Human Destruction of the **Horse** directly caused by, happening through, in consequence of or contributed to by a surgical operation conducted by a **Veterinary Surgeon** and certified by him to have been necessitated solely by the radiographic &/or myelographic evidence in Additional Important Condition e) below.

General Exclusion 4.10(a) (Surgical, Medical) shall not apply to the extent that **Additional Cover** 3.4b) provides cover.

Additional Definitions applicable to this Additional Cover:

- c) Wobbler Syndrome means that **Horse** is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.
- d) Grade Level(s)
 - 0 = Neurologically normal.
 - 1 = Neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.
 - 2 = Neurological defects readily seen at walk.
 - 3 = Neurologically worse defects and a **Horse** may stumble or fall with manipulation.
 - 4 = **Horse** may fall at normal gaits.
 - 5 = Recumbent.

Additional Important Conditions applicable to this Additional Cover:

- e) It is an important condition to **Our** liability that the diagnosis of Wobbler Syndrome be supported by an up to date negative test for Equine Protozoal Myelitis and radiographic &/or myelographic evidence where required (during the **Period of Insurance**) confirming Wobbler Syndrome and that this is treated by both **Your** and **Our Veterinary Surgeon** to be chronic in nature and progressive and of a minimum level of Grade Level 3.
- f) It is an important condition to **Our** liability that in the event of any uncertainty or dispute between **Your** and **Our Veterinary Surgeon** as to whether the Wobbler Syndrome condition confirmed by radiographic &/or myelographic evidence is chronic in nature and progressive and of a minimum level of Grade Level 3 as stated above, then a third **Veterinary Surgeon** mutually agreed upon by the two appointed **Veterinary Surgeons** shall render an independent opinion which will be final and binding upon **You** and **Us**. The fees of the appointed **Veterinary Surgeon** shall be paid by the party making the appointment and the fee of the mutually agreed **Veterinary Surgeon** shall be apportioned equally between **You** and **Us**.

In the event of breach of Additional Important Conditions e) or f) above, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with the relevant condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- g) In the event of a settlement by **Us** of a claim under this **Additional Cover** 3.4 then undisputed title and ownership of **Your** interest in the **Horse** shall pass to **Us** if so desired by **Us**.

4. General Exclusions (What is not covered)

This part of the **Policy** provides details of the General Exclusions. These apply to the whole **Policy** (unless stated otherwise below) and they are in addition to any exclusions specific to any **Endorsement** or **Additional Cover** (if any).

We will not pay for death or **Humane Destruction** or other insured event or loss directly or indirectly caused by:

4.1. Avian Influenza

Avian Influenza or any mutant variation.

4.2. Communicable Disease

- 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 (whether actual or perceived), or any action taking in controlling, preventing, suppressing or in any way relating to 4.2(i), (ii) or (iii) above.

4.3. Confiscation or nationalisation

confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter.

4.4. Cyber

any loss, damage, liability, claim, cost, fee or expense caused by:

- a) the use of, or inability to use;
 - b) any error or omission relating to the use of; or
 - c) any hoax or threat relating to the use of;
- any application, process or software.

4.5. Intentional Slaughter

- a) Intentional slaughter of the **Horse** directly or indirectly attributable to an outbreak or suspected outbreak of a disease, which results in a government or public or local authority requiring destruction of the **Horse** to halt the spread of disease.
- b) Intentional slaughter of the **Horse**

However, **We** will pay:

- i. where **We** have expressly agreed to the destruction of the **Horse**; or
- ii. where the **Horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time and later confirmed by a sworn statement by that person that in their opinion the **Horse** was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.

4.6. Malicious or Wilful Acts

malicious or wilful injury or criminal or intentional acts or omissions by **You**.

4.7. Nuclear risks

nuclear reaction, nuclear radiation or radioactive contamination.

4.8. Post-Mortem

any **Post-Mortem** costs for a **Horse** that has died from an unknown cause (see "How to make a claim- Things You must do" in the Claims Condition section below.)

General Exclusion 4.8 does not apply to Claims Condition 6.1d) to the extent such Claims Condition provides cover.

4.9. Pre-existing Condition

any pre-existing condition, **Injury, Illness**, or disease, unless the condition, **Injury, Illness** or disease was fully and accurately disclosed to, and specifically accepted in writing by **Us**.

4.10. Surgical, Medication

- a) any surgical operation unless conducted by a **Veterinary Surgeon** and certified by them to have been necessitated solely by **Accident, Injury, Illness** or disease occurring during the **Period of Insurance** and to have been carried out in an emergency to save the **Horse's** life; or
- b) the giving of any Medication unless by a **Veterinary Surgeon** (or experienced personnel directed by him/her) and certified by that **Veterinary Surgeon** to have been of a preventative nature or necessitated by any **Accident, Injury, Illness** or disease occurring during the **Period of Insurance**.

General Exclusion 4.10a) does not apply to **Additional Cover 3.3 – Operations** or **Additional Cover 3.4b) – Wobbler Syndrome** to the extent such **Additional Covers** provide cover.

4.11. Terrorism

an act, including for example 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.

4.12. Use

use of the **Horse** for a purpose other than that stated in the **Schedule**.

4.13. War

war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, strikes, riots or civil commotion.

5. Important Conditions

This part of the **Policy** sets out the Important Conditions. These apply to the whole **Policy** and they are in addition to the terms specific to each **Endorsement** or **Additional Cover** (if any).

The following conditions are very important. If **You** breach any of the Important Conditions, **We** may reject **Your** claim or reduce amounts payable on **Your** claim.

5.1. Pre-existing condition, Injury, Illness, or disease

You confirm that, as at the date of acceptance or inception of this **Policy**, whichever is the later, to the best of **Your** knowledge and belief, there have been no pre-existing condition, **Injury**, **Illness**, or disease involving any **Horse**, that:

- a) have not already been notified to **Us**; and
- b) would be covered under this **Policy**.

This condition is also set out in the Introduction of this **Policy** for clarity.

5.2. Sound Health

At the commencement of the **Period of Insurance**, with the exception only of those matters relating to the **Horse** (including its health) which have been completely and accurately disclosed to and accepted in writing by **Us**, the **Horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This shall also apply in respect of changes to this **Policy**, for example:

- a) any additional sums insured on the **Horse**; and/or
- b) any **Horse** added to this insurance; and/or
- c) any other **Additional Cover** to or other changes to coverage.

At the date of such change, the **Horse** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

5.3. Veterinary Certificate / Declaration of Health

Our acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by **Us** as a satisfactory substitute for a Veterinary Certificate, submitted in connection with **Your** proposal for insurance or any **Additional Cover** of or addition to coverage on the **Horse**, neither removes nor reduces the requirement of full compliance with the condition in 5.2 above.

However, if **We** have accepted a Veterinary Certificate, or Declaration of Health as a satisfactory substitute for a Veterinary Certificate, then the burden is on **Us** to prove that the **Horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **Horse** under this insurance.

5.4. Care and Attention

- a) **You** must at all times provide proper care and attention for the **Horse** and do all things possible to avoid or minimise any loss covered under this insurance.
- b) **You** must arrange and pay for the **Horse** to be vaccinated against tetanus and equine influenza, to be wormed or satisfactorily worm-counted at least twice a year, to be wormed against redworm in the winter, to have regular and proper foot and or hoof care from a **Farrier**, to have regular dental attention from a **Veterinarian** or **Equine Dental Technician** and to have any other treatment customarily recommended by **Veterinarians** for **Accident**, **Illness**, sickness or disease.

- c) In the event of any **Illness**, disease, lameness, **Injury**, **Accident** or physical disability suffered by the **Horse**, **You** must as soon as practicably possible and at **Your** own expense employ a **Veterinary Surgeon** and, if required by **Us**, allow removal of the **Horse** for treatment. **You** must also as soon as practicably possible notify **Your Broker**. **Your Broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary.
- d) Take reasonable precautions to prevent obesity of **Your Horse**.

5.5. Ownership

You must be the sole owner of the **Horse** or have a **Financial Interest** in the **Horse**. This insurance will cease to cover the **Horse** immediately if **You** sell or part with any **Financial Interest** in the **Horse**, whether temporarily or permanently. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale or up to a maximum of ten (10) days following the day of the auction whichever is the greater (lesser).

5.6. Loan

You must tell **Us** if the **Horse** is on loan to **You**. **We** reserve the right to communicate with the owner of the **Horse** on any matter regarding this insurance and the owner will be noted on the **Policy** as the loss payee.

You must tell **Us** if the **Horse** is loaned by **You** and confirm that the borrower agrees to and will observe all the terms and conditions of the **Policy**.

5.7. Territorial Limits

The **Horse** must remain within the **United Kingdom** (or anywhere in **Western Europe** for individual periods not exceeding 30 days including transits therein and in between or as stated in the **Schedule**) during the whole **Period of Insurance**.

5.8. Operations

You must notify **Your Broker** in the event of the **Horse** being operated upon for castration, as soon as possible but in any case within fourteen (14) days of such operation

6. Claims Conditions

This part of the **Policy** sets out the Claims Conditions. These apply to the whole **Policy** and they are in addition to the terms specific to each **Endorsement** or **Additional Cover** (if any).

6.1. How to make a claim – things You need to do

If **You** breach any of these conditions, **We** may reject **Your** claim or reduce amounts payable on **Your** claim, to the extent **We** have been prejudiced by any failure to comply with the requirements set out in this clause 6.1.

If anything happens that might give rise to a claim under this **Policy**:

- a) **You** must notify **Your Broker** as soon as practicably possible in writing by e-mail or over the telephone giving full details of what has happened.
- b) In the event of any **Injury, Illness**, lameness, disease, **Accident** or physical disability whatsoever of or to a **Horse**, **You** must as soon as practicably possible, at **Your** own expense employ a **Veterinary Surgeon** and, if required by **Us**, allow removal of the **Horse** for treatment.
- c) In the event of the death or **Humane Destruction** of any **Horse**, **You** must:
as soon as practically possible, and at **Your** own expense arrange for a **Veterinary Surgeon** to confirm:
 - i. the identity of the **Horse(s)**; and
 - ii. the cause of death (or in the case of **Humane Destruction**, the **Accident, Injury, Illness** or disease which gave rise to the **Humane Destruction**).

If the **Veterinary Surgeon** is unable to confirm the cause of death or in the case of **Humane Destruction**, the **Accident, Injury, Illness** or disease which gave rise to the **Humane Destruction**, we will require a **Post-Mortem** to be carried out unless **We** agree otherwise in writing. The cost of the **Post-Mortem** will be at **Your** expense.
- d) For a **Horse** where the cause of death is known, **We** may still require a **Post-Mortem**. However, the cost of the **Post-Mortem** will be met by **Us**.
- e) **You** must complete and send to **Us** within sixty (60) days the detailed claim form provided to **You** by **Your Broker**.
- f) **You** must provide **Your Broker** with full written details of what has happened within thirty (30) days and in any event before the expiry date of the **Period of Insurance** and provide any other information **We** may reasonably require to investigate **Your** claim.
- g) **You** must at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim by:
 - i. providing **Us** or **Our** appointed representatives with immediate access to copies and originals of all veterinary records whether held by **You** or any **Veterinary Surgeon**;
 - ii. taking all reasonable precautions at **Your** own expense to prevent further losses;
 - iii. providing full details of the relevant **Horse(s)** including all information relating to condition, history, performance or value together with any salvage receipts; and
 - iv. retaining any evidence (including the remains of the **Horse(s)** relating to the claim until **We** or **Our** representatives have had the opportunity to inspect it.

6.2. Our rights when You claim

- a) **We** have the right to instruct a **Veterinary Surgeon** on **Our** behalf if necessary.
- b) **We** have the right to have a **Post-Mortem** carried out by **Our Veterinary Surgeon** at **Our** own expense.
- c) **We** have the right to deduct from any claim payment any sale/salvage proceeds in excess of the costs **You** incur in removing and disposing of the remains of the **Horse(s)**.

6.3. Enforcement of Rights

We may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**.

6.4. Other Insurance

If any claim or loss covered by this **Policy** is also covered in whole or in part by any other valid and collectable insurance (other than insurance that is specifically stated to be in excess of this **Policy**) the insurance afforded by this **Policy** shall be in excess of and shall not contribute with such other insurances.

6.5. Our Rights When We Have Paid Your Claim

If **We** make any payment under this **Policy**, then **We** shall be entitled to exercise in **Your** name, to the extent of such payment, all rights and remedies **You** have against any party and shall be entitled at **Our** own expense to sue in **Your** name.

You shall provide all documents and give to **Us** all such assistance as **We** may require to exercise such rights and remedies. **You** shall do nothing to jeopardise or extinguish the rights against any third party which **We** are entitled to exercise in **Your** name, and **You** shall take all practicable steps to preserve such rights. Any sums or property received by **You** that are due to **Us** must be held on trust for **Us** and must as soon as practicable be paid and/or delivered to **Us** following receipt.

6.6. Disputed Fair Market Value

Where **We** have accepted in writing the validity of a claim but there remains a dispute between **You** and **Us** as to the **Fair Market Value** of the **Horse** payable by **Us**, then, **You** will have the option to follow the dispute resolution procedure below.

- a) There will be a sole person selected by **You** from a list, provided by **Us**, of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection.
- b) Within twenty eight (28) days of notification by you to us of the appointment of the selected person, **You** and **We** will each submit to that person and to each other evidence and submissions on value, each then having a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **Fair Market Value** of the **Horse**.
- c) **We** agree unconditionally to accept the determination of the appointed person. However, **You** are under no obligation to accept the determination.
- d) Should **You** accept the determination of the appointed person, **We** will pay **You** within twenty one (21) days of the determination the amount decided by the appointed person up to, but not exceeding, the sum insured stated in the **Schedule**.
- e) Should **You** not accept the determination of the appointed person, or should **You** decide not to exercise the option to follow the above resolution procedure, **You** still have the right to follow the complaints process in the Introduction Section.
- f) The cost of the determination of the appointed person will be shared equally between **You** and **Us**.
- g) Should you accept the determination of the appointed person, **We** will deduct **Your** share of the appointed person's fee from **Your** claim payment.

7. General Terms and Conditions

7.1. Excess

Where an **Excess** is stated in the **Schedule**, **You** shall be responsible to pay this amount for each and every claim.

No cover will be granted under the **Policy** for the amount of the **Excess** stated in the **Schedule**. The Limits of Liability stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**.

7.2. Law and Jurisdiction

This **Policy** shall be governed by the law of England and Wales 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.

7.3. 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.

7.4. Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this 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.

8. Definitions

Certain words in this **Policy** have a specific meaning. Wherever the following words and terms appear and start with an upper case letter and in bold type they will have the meanings shown below:

Accident	means a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the Period of Insurance .
Additional Cover	means the additional coverage You selected as enhancement(s) to this existing Policy for which additional premium may be charged. These Additional Cover(s) are specified in the Schedule .
Broker	means the insurance broker or intermediary who arranged this insurance on Your behalf.
Endorsement(s)	means a change in the terms and conditions of this Policy that can extend or restrict cover.
Equine Dental Technician	means an equine dental technician with a currently valid licence, issued by the appropriate governing agency, allowing them to practice equine dental procedures.
Excess	means the amount named as such in the Schedule , which is the first amount of each and every claim that is to be paid by You and which We are not liable to pay.
Fair Market Value	means the price at which ownership of the Horse would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the Horse .
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.
Farrier	means a farrier registered with the FRC (Farriers Registration Council) or holds a current valid licence, issued by the appropriate governing agency.
Financial Interest	means the ownership or other legally recognised right or interest you have over any Horse , as a result of which you would stand to lose financially should the Horse lose value.
Horse	means any Horse or Horses specified in the Schedule , which includes any whole or part financial interest, to the extent of that interest.
Humane Destruction	means that the Horse suffers an injury or is afflicted with an excessively painful disease, and a Veterinary Surgeon appointed by Us shall first have given a written certificate that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons; or that the Horse suffers an injury and a Veterinary Surgeon appointed by You shall have deemed that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinary Surgeon by Us . These actions must be supported by a written certificate and Post-mortem as defined in the claims conditions of the Policy .
Illness	means sickness or disease that changes Your Horse's normal healthy physical state.
Injury	means any sudden physical injury caused immediately by an accident, not any physical injury that happens over a period of time.
Medication	means any drug, hormone, vitamin, protein or other substance for use on the Horse(s) under the direction of a Veterinary Surgeon , other than unadulterated food or drink.
Period of Insurance	means the time for which this Policy is in place as shown in the Schedule .

Policy	means this document which includes the Schedule and any Additional Cover(s) or Endorsement(s) .
Post-mortem	means the examination of the Horse(s) after its death and preparation of a written report, which shall include a necropsy examination, made by a Veterinary Surgeon including, for example, establishing the identity, the cause of death or the reason for the Humane Destruction of the Horse(s) .
Schedule	means the document showing Your name, Horses insured and the sums insured, and the Period of Insurance .
Territorial Limits	means the territories specified in the Schedule .
United Kingdom	means England, Scotland, Wales, Ireland, the Isle of Man and the Channel Islands
Use	means the use of the Horse(s) specified in the Schedule .
Veterinarian	means a veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
Veterinary Surgeon	means a veterinary surgeon with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
Western Europe	means Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Italy, Ireland Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom.
We/Us/Our	means Convex Insurance UK Limited.
You/Your	the partnership, corporation, organisation or person(s) specified in the Schedule including their family, representatives, agents, employees or other persons having care, custody or control of the Horses(s) .