





# Redpost Insurance



#### **CONTENTS**

Redpost Policy Document	Page 3	
Information Provided to Us	Page 3	
Accessibility	Page 3	
Contract of Insurance	Page 4	
How to Make a Claim	Page 4	
Cancellation Rights	Page 4	
Law Applicable to this Insurance Contract	Page 5	
Fraud	Page 5	
Renewal Several Liability Notice Further Information and Policy Term Definitions	Page 5	
		Page 6
		General Conditions
	General Exceptions	Page 11
Policy Sections		
Veterinary Surgeons' Fees Section	Page 12	
Saddlery and Tack Section	Page 14	
Liability Section	Page 16	
Personal Accident and Dental Treatment Section (Defined Benefits)	Page 18	
Rescue Fees Section	Page 20	
Complaints Handling Procedure	Page 21	
Financial Services Compensation Scheme	Page 23	
Fair Processing Notice - Convex Insurance UK Limited	Page 24	
SEIB Insurance Brokers Limited Data Privacy Notice	Page 25	

#### REDPOST POLICY DOCUMENT

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

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

Convex Insurance registered in England and Wales No 11796392. Registered Office: 52 Lime Street, London, EC3M 7AF.

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

In the event of any amendment, alteration, cancellation or question **You** may have please contact SEIB at South Essex House, North Road, South Ockendon, RM15 5BE. Tel: 0345 450 7884, Email: info@seib.co.uk

#### **INFORMATION PROVIDED TO US**

We will provide insurance in accordance with the terms of Your Policy in the Sections shown on Your Certificate of Insurance during the Period of Insurance, providing the correct Premium is paid. In deciding these terms, conditions and Premium in Your Policy, We have relied on the information You have given Us in answer to Our questions. You must take reasonable care when providing any information to Us not to make a misrepresentation by ensuring that all information is accurate and complete to the best of Your knowledge

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

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** Policy and any claim. For example:

#### We may:

 treat this Policy as if it had never existed and refuse to pay all claims and return the **Premium**

- paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered:
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount We pay on a claim in the proportion the Premium You have paid bears to the Premium We would have charged You; or
- cancel Your Policy in accordance with the CANCELLATION RIGHTS condition below.

We will write to You if We:

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

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

All notifications must be in writing, by email or telephone. Changes to the information **You** have provided may result in **You** having to pay an additional **Premium** or **Us** amending the terms of **Your** insurance. If **We** amend the terms of **Your** Policy, **You** have the right to cancel the Policy as set out in the Cancellation Rights section.

#### **ACCESSIBILITY**

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

#### CONTRACT OF INSURANCE

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

**You** must comply with all the conditions in this Policy, including the Special Conditions applicable to each Section. If **You** do not, **We** may be entitled to cancel **Your** Policy, refuse a claim or withdraw from any current claim.

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

#### **HOW TO MAKE A CLAIM**

- If You wish to make a claim under this Policy, You can do so by:
  - a) writing to SEIB at:

SEIB Insurance Brokers Limited South Essex House North Road South Ockendon Essex

- RM15 5BE
- b) emailing SEIB at info@seib.co.uk
- c) contacting SEIB by telephone by calling 0345 873 4922 between 9am and 5:15pm Monday to Friday and 07747 458486 outside of these hours.
- 2) It is a condition precedent to **Our** liability that **You** must:
  - a) tell SEIB as soon as practicable if Your
     Horse suffers any Accidental External
     Injury or undergoes Colic Surgery;
  - tell SEIB as soon as practicable about any other accident, loss, theft, damage or other event that could lead to a claim on **Your** Policy;
  - c) immediately tell the police about any:
    - i) loss or damage by theft or any attempted theft;
    - ii) loss or damage by malicious person;

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

- d) provide SEIB 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) a report from a **Veterinary Surgeon** on the death of **Your Horse** confirming the cause of death (by **Post-mortem** examination if necessary). The **Veterinary Surgeon** producing the report must not be **You**, a member of **Your** family or related to **You** or **Your** agent or employee;
- iii) any other documents or proof as **We** may reasonably require for investigating or verifying any claim;
- e) provide SEIB with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be reasonably required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
  - i) thirty (30) days of the event for all Sections; or
  - ii) the further time period if **We** allow and it is confirmed in writing by SEIB.

#### **CANCELLATION RIGHTS**

## YOUR CANCELLATION RIGHTS DURING THE COOLING OFF PERIOD

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

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

This period is called the cooling off period. If **You** choose to cancel the Policy during this cooling off period, **You** will receive a full refund of any **Premium** paid, providing **You** have not made any claims during this period.

If **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium** and if the **Premium** is being paid in instalments, the entire **Premium** will be payable irrespective of **Your** choice to cancel the Policy.

## YOUR CANCELLATION RIGHTS AFTER THE COOLING OFF PERIOD

**You** may cancel this Policy at any time after the cooling off period by contacting SEIB expressing

**Your** intention to cancel the Policy. **You** will be entitled to a return of **Premium** for the unexpired portion of the **Period of Insurance**, excluding the **Premium** applicable to the Liability Section.

However, if **You** have made a claim during this period, **You** will not be entitled to a return of any **Premium** and if the **Premium** is being paid in instalments, the entire **Premium** will be payable irrespective of **Your** choice to cancel the Policy.

#### **OUR CANCELLATION RIGHTS**

**We** may cancel this Policy by sending **You** fourteen (14) days' notice by registered post or recorded delivery at **Your** last known address. **We** will give **You** a refund of the **Premium You** have paid for the **Period of Insurance** after the cancellation date excluding the **Premium** applicable to the Liability Section.

**We** will only do this for a valid reason, including for example:

- a change in risk level which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation We request;
- failure by You to pay the Premium or make payments as per any credit finance agreement.

#### LAW APPLICABLE TO THIS INSURANCE CONTRACT

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

#### **FRAUD**

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

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

- i) are not liable to pay the claim; and
- ii) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and

 may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** terminate the Policy:

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

#### **RENEWAL**

Your Policy is an annual contract and each renewal is the start of a separate Period of Insurance. Shortly before each Policy anniversary We will normally invite renewal, although We are not obliged to. We may amend the terms of the Policy, change age limits, impose exceptions, withdraw Sections of cover or change the Premium however, We will advise You of any changes to the terms of Your Policy or if We are not offering renewal. If You pay Your Premium by direct debit instalment, We will renew Your Policy automatically. If You do not want to renew, it is important that You tell SEIB before the renewal date of Your Policy.

#### **SEVERAL LIABILITY NOTICE**

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

#### **FURTHER INFORMATION AND POLICY TERM**

You agree to provide any veterinary records, information, reports, certificates, x-rays and a Proposal or Statement of Fact or Declaration requested by Us and You will pay any charges made for these. Upon receipt of the item(s) requested above, depending on the information contained within them, We may amend the terms of the Policy, including adding exclusion clauses and/or charging additional Premium. If We amend the terms of Your Policy, You have the right to cancel the Policy as set out in the Cancellation Rights section.

#### **DEFINITIONS**

Each time any of the following words or phrases appear in this document in bold starting with a capital letter they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### **Accidental External Injury**

**Injury** caused by accidental, violent and visible means where **Your Horse** has a visible external wound excluding the strain of tendons or ligaments, **Illness** and splints (splint exostosis)

#### **Activity**

See Use.

#### **Certificate of Insurance**

The document being part of **Your** Policy showing the Policy details and which Sections of the Policy are operative, the details and **Sums Insured** of **Your Horse** and **Saddlery and Tack** and any extra clauses, terms and exclusions that apply to **Your** Policy.

#### **Complementary Treatment**

The following treatments when deemed essential and/or medically necessary by a Veterinary Surgeon and 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:— Acupuncture, Chiropractic Manipulation, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Magnetic Treatment, Nutraceuticals, Osteopathy, Physiotherapy and Remedial Farriery and any Veterinary Treatment associated with or required for the aforementioned treatments:

**Complementary Treatment** also includes **Livery** and **Transport** as defined in this Policy.

#### **Equine Dental Technician**

An equine dental technician with a currently valid license, issued by the appropriate governing agency.

#### **Equine Podiatrist**

A named equine podiatrist with qualifications, acceptable to **Us** and two veterinary references acceptable to **Us** agreed with **Us** and noted in **Your** Policy or otherwise confirmed by **Us** in writing.

#### **Excess**

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

### Experimental, Non-Customary or Unproven Treatment

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

#### **Farrier**

A farrier registered with the FRC (Farriers Registration Council) or holds a current valid licence, issued by the appropriate governing agency.

#### **Geographical Limits**

The countries set out in the General Conditions.

#### Horse

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

#### Illness

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

#### Injury

Sudden physical injury caused immediately by an accident, not any injury that happens over a period of time.

#### Livery

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.

#### **Locked Building**

- a) The domestic building, not being a caravan or mobile home that **You** live in that has all doors and windows locked: or
- A building or part of a secure building that **You**do not live in that has all doors locked with five
   (5) lever mortice deadlocks and has steel bars or
  steel grids on all windows; or
- c) A metal shipping container or similar that has been secured against removal and locked with a heavy duty padlock.

#### **Market Value**

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

#### **Nutraceuticals**

A food supplement given to **Your Horse**, which is a concentrated source of a vitamin or mineral or other substance with a physiological effect purported to provide a health benefit. To be covered under this

Policy: supplementation with the product is on the recommendation of a **Veterinary Surgeon** to treat **Your Horse's** for **Accidental External Injury** and not as means of maintaining **Your Horse's** condition.

#### **Period of Insurance**

The period stated in **Your Certificate of Insurance** for which **We** have agreed to provide insurance.

#### **Personal Representative**

The natural person named in the **Certificate of Insurance** (if applicable).

#### **Poor Performance**

Means reluctance to work, exercise intolerance, a decline in the ability of **Your Horse** to perform certain athletic tasks and/or **Your Horse** not meeting expectations.

#### **Post-mortem**

The examination of **Your Horse** after its death, which shall include a necropsy examination, made by a **Veterinary Surgeon** including, establishing the identity, the cause of death or the reason for the **Humane Destruction** of **Your Horse**.

#### **Pre-Existing Condition**

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

#### Premium

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

#### **Proposal or Statement of Fact or Declaration**

The information **You** have provided to **Us** and upon which **We** have relied in agreeing to provide **You** with insurance coverage.

#### Saddlery and Tack

Saddles, bridles, harness and other riding tack or lunging equipment normally used on **Your Horse** while it is partaking in the **Uses** for which it is insured as noted on the **Certificate of Insurance**.

#### **Sum Insured**

The maximum amount **We** will pay as set out in the **Certificate of Insurance**.

#### **Transport**

Essential transport of **Your Horse** from the place where it is usually kept to a veterinary practice for **Veterinary Treatment**.

#### Use

The **Activity**, use and purpose for which **You** keep **Your Horse** and for which **You** have insured it as noted in the **Certificate of Insurance**.

#### Vet/Veterinary Surgeon/Veterinary Consultant/ Independent Veterinary Expert

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

#### **Veterinary Treatment**

Consultation, advice, examination, test, scan, medication, surgery required to treat **Your Horse** for **Accidental External Injury** or **Colic Surgery** 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**.

#### Wear and Tear

Reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include **Saddlery and Tack**.

#### We/Our/Us/Insurer

Convex Insurance UK Limited

#### You/Your/Yourself/Insured

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

#### **GENERAL CONDITIONS**

IMPORTANT - It is Your responsibility to adhere to the terms and conditions of this Policy, including the Special Conditions. If You do not, We may cancel Your Policy and any claim may be reduced or refused.

#### 1) Action at Renewal

When We offer renewal, You must complete a renewal Declaration of Health form and tell Us about any Accidental External Injury or any veterinary attention, other than vaccinations which Your Horse has had during the Period of Insurance prior to the renewal date, whether or not You have notified Us of a claim. If, after We have invited renewal You or anyone acting on Your behalf tell Us about something that happened during an earlier Period of Insurance, We may change the terms and conditions and backdate exclusions to the date Your Policy renewed. It is Your responsibility to ensure that Your Horse is insured for its correct Market Value at renewal.

#### 2) Soundness and Health

It is a condition precedent to **Our** liability that at the commencement of this Policy, with the exception only of those matters relating to **Your Horse** (including its health) which have been completely and accurately disclosed to **Us**, **Your Horse** must be in sound health and free from any **Accidental External Injury**, **Injury**, **Illness**, disease or physical abnormality whatsoever.

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

- a) any additional sums insured on Your Horse;
   and/or
- b) any Horse added to this insurance; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the insurance cover, this condition precedent must also be satisfied as at the date of such change.

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

#### 3) Age Limits

Insurance under this Policy is subject to the age of **Your Horse**. **We** reserve the right to apply age limits to the Policy as a whole and/or to individual Sections of the Policy. **We** specify the age limit in

#### Your Certificate of Insurance.

#### 4) Arbitration

a) If We appoint Our Veterinary Consultant and they do not agree with Your Veterinary Surgeon, the situation will be resolved by an Independent Veterinary Expert who will be jointly appointed by You and Us.

The fee for the **Independent Veterinary Expert** will be divided equally between **You** and **Us**.

b) If any difference arises regarding the amount to be paid under this Policy, where liability has been admitted by **Us**, the difference will be referred to an arbitrator. The arbitrator will be appointed by **You** and **Us** in accordance with the statutory provisions. Where any difference is referred for arbitration, the making of any award will be condition precedent to any right of action against **Us**.

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

6) Further Information and Policy Terms You agree to provide any veterinary records, information, reports, certificates, x-rays and a Proposal or Statement of Fact or Declaration requested by Us and You will pay any charges made for these.

Upon receipt of the item(s) requested above, depending on the information contained within them, **We** may amend the terms of the Policy, including adding exclusion clauses.

#### 7) Geographical Limits

The cover provided by this Policy is restricted to:

- a) the United Kingdom of Great Britain and Northern Ireland and the Isle of Man:
- b) temporary cover in the Channel Islands and the European Economic Area, for a maximum of thirty (30) days during the **Period of Insurance**, including transits in and between; however, this temporary cover does not apply to the Liability Section.

#### 8) **Identification**

**You** must supply **Us** with the passport for **Your Horse(s)** when **We** ask for it.

#### g) Loan

- a) **You** must tell **Us** if **Your Horse** is on loan to **You**. **You** must send **Us** a copy of the written loan agreement and **We** reserve the right to communicate with the owner on any matter regarding this insurance.
- b) You must tell Us if Your Horse is loaned by You and send Us a copy of the written loan agreement confirming the borrower agrees to and will observe all the terms and conditions of this Policy.

#### 10) Maximum Amount of Indemnity

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

#### 11) Non Aggregation

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

#### 12) Other Insurances

If at the time of any loss, damage or event there is or would but for the existence of **Your** Policy be any other insurance under which **You** are entitled to an indemnity, **We** will only pay **Our** proportion of the claim which is beyond that which would have been payable under such other insurance had **Your** Policy not been effected and subject always to the limits of indemnity specified herein.

#### 13) Part Ownership

If the **Horse** is not owned or loaned 100% by **You**, **We** will only insure **Your** proportion of the **Horse** to reflect **Your** financial interest. For example, if **You** had a 50% interest in **Your Horse** and wished to make a claim under Section 4 (Veterinary Surgeons Fees), **We** would only pay 50% of the fees in the event of a valid claim, not 100%.

#### 14) Premium Payment

Cover under this Policy is dependent on **You** paying the **Premium** in full. If **You** pay the **Premium** by direct debit instalments and do not

pay any missed instalments when **We** tell **You** to, If **You** do not pay the **Premium** by the date(s) required, **We** will cancel **Your** Policy as set out in the Our Cancellation Rights section and make no further claim payments. Should **You** pay the **Premium** before the expiry of the fourteen (14) day notice period, the cancellation will be automatically rescinded. Otherwise cover under the Policy will end on the date upon which it was paid for until.

#### 15) Reasonable Precautions

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

- a) arranging and paying for Your Horse to be vaccinated against tetanus and equine influenza, to be wormed or satisfactorily worm-counted at least twice a year, to have regular and proper foot and/or hoof care from a Farrier or Equine Podiatrist, to have regular dental attention (at least annually) from a Veterinary Surgeon or Equine Dental Technician or to have any other treatment customarily recommended by Veterinary Surgeons for Accidental External Injury, Injury or Illness;
- b) in the event of an Accidental External Injury, Injury or Illness to Your Horse as soon as is reasonably possible, employ a Vet at Your own expense and provide proper care and treatment:
- to comply with the DEFRA Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids;
- d) to prevent obesity of Your Horse;
- e) to take proper care and keep in good condition all property covered by **Your** Policy and to prevent bodily **Injury** and loss or damage to the property by others;
- f) to prevent Accidental External Injury or Injury to Your Horse caused by third parties.

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

#### 16) Salvage

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

#### 17) Subrogation

We may at Our discretion, take over and conduct, in Your name, the defence or settlement of any claim. We will take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party for any event insured by this Policy. You must give Us all the information and assistance We require.

#### 18) Use

Your Horse will not be used for any Activity, other than those stated in the Certificate of Insurance, without Our written consent. If Your Horse is used by You or anyone else for any Activity, other than those stated in the Certificate of Insurance, without Our written consent, all cover will immediately cease under this Policy and We will pay no claim.

#### 19 Veterinary Advice

We may appoint a Veterinary Surgeon to act as Our Veterinary Consultant to examine Your Horse on Our behalf and to advise on Veterinary Treatment and/or Complementary Treatment and/or Complementary Treatment and/or Complementary Treatment.

If Our Veterinary Consultant 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 and usually charged by general or referral veterinary practices.

#### 20) 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.

#### **GENERAL EXCEPTIONS**

#### 1) Consequential Loss

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

#### 2) Radioactive Contamination

**We** will not pay any claim arising from:

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

#### 3) Sonic Bangs

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

#### 4) Uninsured Use

**We** will not pay any claim arising or resulting from any form of **Activity** not specified in the **Certificate of Insurance**.

#### 5) Unlawful Activity

**We** will not pay any claim which arises from **You** or any family member or anyone employed by **You** acting unlawfully.

#### 6) Terrorism

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

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

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

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

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

#### 7) Zoonotic Disease

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

#### 8) Sanction Suspension Clause

**You** agree that any cover, the payment of any claim and any benefit provided under **Your** Policy will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

#### Avian Influenza

**We** will not pay any claim directly or indirectly caused by, happening through, in consequence of or contributed to by avian influenza or any mutant variation thereof.

#### 10) Coronavirus

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

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

#### **VETERINARY SURGEONS' FEES SECTION**

**You** are automatically covered by this Section.

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

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

For the purposes of this Section, We will regard:

- Any subsequent Accidental External Injury arising as a complication or consequence of the original Accidental External Injury or;
- Any subsequent Accidental External Injury arising as a consequence of Veterinary Treatment or Complementary Treatment to the original Accidental External Injury;

as part of the original claim and not as a new or separate claim.

For the purposes of this Section, if during the investigations of the original cause of the **Accidental External Injury** it becomes apparent that there are multiple **Accidental External Injuries**, then these will be treated as one claim whether the **Accidental External Injuries** are related to each other or not.

#### **Limit of Liability**

The most **We** will pay for any one claim in any one **Period of Insurance** is the **Sum Insured** specified for **Veterinary Treatment** in the **Certificate of Insurance**. The **Sum Insured** for **Complementary Treatment** forms part of and is not in addition to the **Sum Insured** for **Veterinary Treatment**.

For the avoidance of doubt, any **Veterinary Treatment** costs that would not have been incurred but for **Complementary Treatment** shall be deemed part of that **Complementary Treatment** and subject to the **Sum Insured** specified in the **Certificate of Insurance**.

The maximum **We** will pay for **Livery** or **Transport** is 50% of the cost to **You**, subject to the maximum amount payable under the **Sum Insured** specified in the **Certificate of Insurance** per **Period of Insurance**.

#### **Extension applicable to this Section**

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

#### **Exceptions to this Section**

We will not pay:

- the Excess specified in the Certificate of Insurance for each and every loss;
- any costs for **Veterinary Treatment** arising from a second veterinary opinion if the treatment has already been undertaken as part of the original veterinarian consultation, unless there is sufficient evidence to warrant repeating;
- any costs resulting from or arising out of castration unless such costs were incurred for necessary Veterinary Treatment or Complementary Treatment arising from an Accidental External Injury;
- any costs arising from any surgical operation under a general anaesthetic which **We** were not made aware of;
- e) any costs for any **Veterinary Treatment** or **Complementary Treatment** that results from a vice or behavioural problem unless veterinary evidence is provided to establish that **Your Horse** is suffering from an **Accidental External Injury**;
- f) any costs of vaccination, any other preventative treatment and the removal of wolf teeth;
- g) any costs of Veterinary Treatment or Complementary Treatment resulting from or arising from an Accidental External Injury sustained before Your Horse's insurance cover started or any Pre-Existing Condition;
- any costs incurred for the destruction of Your Horse or the disposal of its body or any Postmortem examination;
- any costs associated with Experimental, Non-Customary or Unproven Treatment for which We have not given Our prior written consent;

- j) 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;
- k) any cost for medicines or other materials prescribed or supplied for use after twelve (12) months from the date the **Accidental External Injury** was sustained;
- b any costs for Veterinary Treatment or Complementary Treatment that You choose to have carried out to Your Horse that is not in the opinion of Our Veterinary Surgeon required to treat an Accidental External Injury including any complications arising from such treatment;
- m) the normal costs **You** pay for shoeing and/or the care of **Your Horse's** feet and/or hooves;
- n) 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;
- any cost of exercising Your Horse including riding, leading, lunging, the use of a horse walker and/or treadmill;
- p) the cost of any Veterinary Treatment or Complementary Treatment if a claim has not been submitted to Us within twelve (12) months of the Accidental External Injury being sustained;
- q) the cost of any Veterinary Treatment or Complementary Treatment resulting from taking part in or training for Use not shown as covered on the Certificate of Insurance:
- r) 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;
- s) the cost of any Veterinary Treatment or Complementary Treatment unless to treat Accidental External Injury;
- t) the cost of any Veterinary Treatment or Complementary Treatment arising from or relating to the strain of tendons or ligaments;
- u) the cost of any Veterinary Treatment or Complementary Treatment arising from or relating to Illness or Injury;

 v) any costs for Veterinary Treatment or Complementary Treatment that results from Poor Performance, unless veterinary evidence is provided to establish that Your Horse is suffering from an Accidental External Injury.

#### Special Conditions applicable to this Section

- a) You must advise Us when the Veterinary
   Treatment or Complementary Treatment starts and subsequently submit all dated Veterinary
   Surgeons', therapists' and Farriers' receipts to
   Us to substantiate the claim. Such receipts must include details of the Veterinary Treatment or
   Complementary Treatment provided.
- b) If Veterinary Treatment or Complementary
  Treatment to Your Horse is in progress at the
  expiry date of the Period of Insurance. We will
  continue to reimburse the fees within the limits
  specified, for a period of twelve (12) months from
  the date the Accidental External Injury was
  sustained providing the claim was notified to Us
  and accepted by Us before the expiry or renewal
  date.
- c) Once We have agreed to pay the claim, We may at Our option pay the Veterinary Surgeon or other authorised provider of Complementary Treatment directly unless You specify otherwise in writing. Where payment is not to be made to the Veterinary Surgeon or other authorised provider of Complementary Treatment You will provide Us with a receipt confirming that payment has been made before We reimburse You.

#### SADDLERY AND TACK SECTION

**You** are automatically covered by this Section.

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

We will pay at the lesser of:

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

#### **Limit of Liability**

We will not pay more than the Sum Insured noted on the Certificate of Insurance for Saddlery and Tack during any one Period of Insurance.

#### Special Conditions applicable to this Section

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

#### **Exceptions to this Section**

We will not pay:

- a) in the event of accidental loss or damage the first GBP 100 or 10% of the amount of each and every loss, whichever is the greater;
- b) in the event of theft:
  - the first GBP 250 or 50% of the amount of each and every loss, whichever is the greater, if no visible or violent force was used to get in or out of a **Locked Building**; or
  - ii) the first GBP 100 or 10% of the amount of each and every loss whichever is the greater, if visible and violent force was used to get in or out of a **Locked Building**;
- any amount arising from loss or damage in respect of Wear and Tear, depreciation, moth, vermin, mould, rust, or any process of cleaning, repairing, restoring, or renovation, or the action of light or atmospheric conditions or any other progressive cause;
- d) any amount for clothing and personal effects;
- e) any amount for horse rugs and blankets, grooming equipment and clippers;
- f) any amount for loss or theft of **Saddlery and Tack** left unattended unless from:
  - i) a **Locked Building**; or
  - ii) the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle;
- g) more than GBP 500 for any individual item or set of harness unless such item or set of harness is specified in the **Certificate of Insurance** and for which **You** have formal proof of purchase showing make, model, type, purchase price and the date of purchase;
- any amount for loss or theft of Saddlery and Tack until 30 days without recovery after the loss or theft was reported to Us;
- any amount for any loss or damage purposefully caused by **You** or any member of **Your** household or **Your** employee or any person who has care custody and control of **Your Horse** with **Your** consent;

- j) any amount if **Your Saddlery and Tack** is used by **You** or any other person or by a riding school for business or professional use except by **You** or **Your** immediate family as a pupil;
- k) any amount to have **Your Saddlery and Tack** adjusted to fit any horse;
- l) any amount in respect of unexplained disappearance or unexplained or inventory shortage.

#### LIABILITY SECTION

**You** are automatically covered by this Section.

We will indemnify You against the following, in respect of any event where this Section applies as stated in the Certificate of Insurance in respect of all sums which You become legally liable to pay as compensation and claimants' costs and expenses which occur during the Period of Insurance occurring anywhere within the Geographical Limits and which are caused by or through Your Horse arising from:

- a) Public Liability arising from:
  - i) Bodily **Injury** to or illness or disease of any persons except:
    - A) arising out of and in the course of employment by **You** under a contract of service or apprenticeship;
    - B) any member of Your family;
    - C) any person acting as **Your** agent.
    - ii) Loss of or physical damage to physical property not belonging to **You** or in **Your** charge or under **Your** control or under the control of any member of **Your** family or any person acting as **Your** agent.
- all legal costs and expenses incurred, with Our written consent, for a claim against You;
- the payment of solicitors' fees incurred, with Our written consent, for representing You at proceedings in any Court.

We will also cover:

- a) in the event of Your death, Your Personal Representative (if applicable);
- any person riding, driving, leading or lunging Your Horse on Your order or with Your permission; in respect of legal liability incurred by You as stated above.

#### The Amount of Liability

Irrespective of:

- the number of parties and/or entities entitled to indemnity;
- 2. the number of claimants;

the total amount payable, including damages and costs, **We** will pay under this Section including any Extensions in respect of any one event, or all events

of a series consequent of one original cause shall not exceed the amount specified in the **Certificate of Insurance**.

#### **Exceptions to this Section**

This Policy shall not apply to liability in respect of:

- a) the carrying on of any trade, business or profession or use of **Your Horse** for hire or reward (other than stud fees);
- b) damage to gates, fences or crops whilst **YourHorse** is being driven, ridden or led;
- any event which results from **Your** deliberate act or omission, which **You** could have reasonably expected, knowing the nature and circumstances of the act or omission:
- d) damage caused by a horse drawn vehicle;
- e) pollution or contamination other than that caused by a sudden identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time the incident takes place. **Our** liability for all damages payable in respect of all pollution or contamination which occurred during the **Period of Insurance** will not exceed the limit of liability in the aggregate.

For the purpose of this Exception, pollution or contamination means:

- i) all pollution or contamination of buildings or other structures, or, of water, land or the atmosphere,
- ii) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

#### Special Conditions applicable to this Section

- a) You must make no admission of liability or offer promise or payment without Our written consent.
   If You do so, this could adversely affect Your claim.
- b) You must inform Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and immediately send Us every relevant document. If You fail to do so, this could adversely affect Your claim.

c) We may choose to pay to You the maximum sum payable under this Sections in respect of any event or any lesser sum for which the claim or claims arising from such event can be settled and We shall not be under any further liability in respect of that event except for the payment of costs and expenses of litigation incurred prior to such payment.

## PERSONAL ACCIDENT AND DENTAL TREATMENT SECTION (DEFINED BENEFITS)

You are automatically covered by this Section.

We will pay compensation, for the specific defined benefit amount as set out in the Schedule of Benefits below, to You or any other person riding or driving Your Horse with Your permission, if You or the person sustains accidental bodily Injury which gives rise to one of the consequences set out in the Schedule during the Period of Insurance occurring anywhere within the Geographical Limits whilst:

- a) riding (including mounting or dismounting), lunging and leading **Your Horse**; or
- b) driving a horse drawn vehicle drawn by **Your** Horse.

#### **Schedule of Benefits**

For:		Compensation:
a)	Death:	The <b>Sum Insured</b> specified in the <b>Certificate of Insurance</b> .
b)	Total and permanent disablement which prevents the injured person from being able to carry out any type of employment or occupation:	The <b>Sum Insured</b> specified in the <b>Certificate of Insurance</b> .
c)	Amputation or total and permanent loss of use of one or more hands or feet, or the total and permanent loss of all sight in one or both eyes:	The <b>Sum Insured</b> specified in the <b>Certificate of Insurance</b> .
persons	, b) or c) above for aged under sixteen s or over seventy-five s:	GBP 2,500.
d)	Dental treatment:	The <b>Sum Insured</b> specified in the <b>Certificate of Insurance</b> .

#### **Limit of Liability**

The amount **We** will pay to any one person for one incident will not exceed the **Sum Insured** specified in the **Certificate of Insurance** and only one **Sum Insured** (which will be the highest applicable **Sum Insured** if more than one consequence of **Injury** has resulted) is payable as a result of any one incident and only one **Sum Insured** is payable as a result of any one incident.

#### Special Conditions applicable to this Section

- a) The Injury must be the sole cause of a consequence set out in the Schedule of Benefits i.e. death, total and permanent disablement, loss of use of hands or feet, loss of sight or dental treatment.
- b) Immediate notice must be given to **Us** of any **Injury** to any person that will or may give rise to a claim under this Section.
- You or any person riding (including mounting or dismounting), lunging, leading or driving Your Horse sustaining an Injury must as soon as possible arrange to receive qualified medical care.
- d) In relation to any **Injury** resulting from person riding (including mounting or dismounting), lunging, leading or driving **Your Horse**, a riding hat meeting current British Safety Standards must have been worn at the time the **Injury** happened.
- You agree that We at Our expense may appoint a medical adviser to examine You or any injured person as often as necessary.
- f) You agree that in the case of the death of any person insured by this Section, a post-mortem examination will be carried out if We request such examination (at Our expense).

#### **Exceptions to this Section**

We will not pay for:

- a) death, disablement or dental treatment sustained:
  - i) whilst under the influence of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction;
  - ii) by any act of self-injury or suicide;
  - iii) by deliberate exposure to exceptional danger unless in an attempt to save human life;
- b) any consequence of:
  - i) pregnancy or childbirth;

- ii) previous physical defect, infirmity or medical condition unless it has been declared to, and accepted by **Us**;
- c) any Injury arising directly or indirectly, by, though, or in connection with the carrying on of any trade, employment, business or profession except Injury to You or Your immediate family when receiving riding tuition as a pupil;
- d) any **Injury** caused by or resulting from, accidents occurring whilst **Your Horse** is engaged in racing of any kind;
- e) death, disablement or dental treatment occurring more than twelve (12) months after the **Injury** happened;
- f) disablement until twelve (12) months after the Injury happened;
- g) any **Injury** sustained before the insurance cover started or any **Pre-Existing Condition**.
- h) any disablement (unless specified in the Schedule of Benefits part c)) which does not cause the injured person to be unable to carry out any type of employment or occupation.

#### **RESCUE FEES SECTION**

You are automatically covered by this Section.

We will pay the reasonable costs incurred by You arising from the attempted rescue or recovery of Your Horse by a fire and rescue service during the Period of Insurance and occurring anywhere within the Geographical Limits up to the Sum Insured specified in the Certificate of Insurance.

#### Special Conditions applicable to this Section

- a) Within twelve (12) months of the attempted rescue or recovery being performed, You must, at Your own expense, provide Us with:
  - a written letter from the fire and rescue service confirming the date, details of the attempted rescue or recovery and description of **Your Horse's** identification; and
  - ii) copies of the itemised invoice/receipt showing the date and fee amount for which **Your** claim is made.

#### **COMPLAINTS HANDLING PROCEDURE**

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.

 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:

Email: complaints@seib.co.uk Tel: +44 (0)1708 850 000

SEIB Insurance Brokers Ltd South Essex House North Road South Ockendon Essex

Essex RM15 5BE United Kingdom

2. Contact the Convex complaints team:

Email: complaints@convexin.com

Tel: +44 (0)7919 603210

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

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

#### Step 2

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

#### Step 3

If **You** are not happy with Convex Insurance UK Limited's response or actions and feel that the matter has not been resolved to **Your** satisfaction, then there are two options to take it further.

You may be eligible to refer Your complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which You must contact the FOS. Convex Insurance UK Limited needs to give You their final response within eight (8) weeks of Your complaint, at the most, depending on what You are complaining about. You need to get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to Your complaint.

The Financial Ombudsman Service Exchange Tower London E14 9SR

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

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

Email: lorraine@convexin.com

or write to the following address:

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

#### **Our commitment**

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

#### **Insurance Guarantee Scheme**

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

#### FINANCIAL SERVICES COMPENSATION SCHEME

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

Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Tel: 020 7741 4100

0800 678 1100

Fax: 020 7741 4101

Website: www.fscs.org.uk

#### FAIR PROCESSING NOTICE - CONVEX INSURANCE UK LIMITED

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

#### SEIB INSURANCE BROKERS LIMITED DATA PRIVACY NOTICE

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

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

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

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

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

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

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

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

#### **Fraud Prevention**

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

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

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

#### **Further Information**

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to our Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex, RM15 5BE or on 01708 850 000 or email: dataprotection@seib.co.uk

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## Call 01708 850 000 info@seib.co.uk

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