

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who primarily want to protect their golfing equipment against theft, loss or accidental damage

GENERAL NOTES**Disclosing material facts**

You are obliged to inform **us** of any **material fact** that affects the risks **we** insure. If **you** are in any doubt whether a fact is material, **you** should disclose it.

Renewals

These terms and conditions include a provision that **your** insurance cover will automatically renew at the end of the insured term unless **you** specifically tell **us** that **you** do not wish for **your** insurance to renew.

By agreeing to these terms and conditions, **you** are also confirming that upon each renewal of **your** policy, unless **you** tell **us** otherwise, **you** want **us** to make the following changes to the terms of **your** insurance:

- (a) Such changes as **we** believe, in good faith:
 - (i) are appropriate for the type of policy **you** hold with **us**; and
 - (ii) will produce an overall benefit for **you**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **we** believe, in good faith, **we** have a valid reason to make. Those changes may include:
 - (i) changes made to clarify the terms of the policy;
 - (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
 - (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

We do appreciate, however, that when the time comes **you** may not want **us** to make those changes, and **we** explain below the protections **we** will put in place to ensure that **you** have an opportunity to consider those changes and to refuse them, should **you** wish to do so, before **your** insurance is renewed.

We will always provide **you** with full written details of any changes which **we** intend to make to the terms of **your** insurance cover at least 21 days before **your** policy is due for renewal, which is when those changes would be due to take effect. **We** will not be entitled to make any changes unless **we** provide **you** with those details within that time-frame.

You will then have the right to tell **us**, within 14 days of receiving those written details, that **you** do not wish **your** policy to be changed in the manner notified to **you**. If **you** exercise that right, **we** will give **you** the opportunity to either:

- (a) renew **your** policy without any changes;
- (b) renew **your** policy subject to any alternative changes which **we** may offer to **you**; or
- (c) not renew **your** policy at all.

You can also cancel **your** policy at any time in any case. Full details relating to **your** cancellation rights are set out in the policy terms.

INTRODUCTION AND IMPORTANT NOTES

We have pleasure introducing this policy, with insurance cover from E&L, for people who play golf. Much careful research went into producing the policy. **We** hope **you** will be pleased with the level of cover and the service **we** are offering.

You will see that the policy lists the cover **we** offer. Please read the policy and **your** schedule as soon as **you** receive them. If **you** do not keep to the conditions, **your** policy could become void or **we** may not be able to accept liability for a claim. If **you** are not entirely happy with it and **you** return it to **us** within 14 days without making a claim, **we** will cancel the policy and refund the whole of **your** premium.

The policy is a contract of insurance. This policy may include new benefits, terms and conditions. **We** recommend **you** read this policy carefully, as it may be different from what **you** have seen before. It is up to **you** to make sure that the entire policy and **schedule** meet **your** needs. **You** must tell **us** immediately if this is not the case.

We only insure **you** when **we** accept a satisfactory proposal form and issue a **schedule**, and when **you** have paid **us** the correct premium before the start date of the **period of insurance** or within 28 days if **we** allow a credit period to an insurance intermediary. If **we** are told about any claims under the policy in any Period of Insurance, **We** will not have to return any part of the premium for that period.

The proposal form **you** fill in is the basis of this contract. **We** will provide insurance under this policy for those specific sections detailed in the **schedule** or any endorsement.

The **schedule** is an important document. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. **We** will not be liable for more than the limit of indemnity shown in the relevant part of the **schedule**. The policy depends on warranties, conditions and exclusions. **Your** intermediary will not become our intermediary for giving notice about any claims or any other matter.

If **you** ask **we** may agree to change any part of the policy.

The laws of England and Wales apply to this insurance contract and the language of the policy and all communications relating to it will be in English.

This is a master policy wording showing all sections of cover available for this type of insurance. Some sections of cover offered may not apply to **your** insurance. Please read this in conjunction with the Insurance Product Information Document (IPID) and check **your** Policy Schedule carefully (**Your** Policy Cover) to ensure **you**

understand which sections apply to **you**. A policy **excess** applies to all sections of cover unless stated differently in the policy **schedule**.



F.D. Martin
Chief Executive Officer
Signed on behalf of The Equine and Livestock
Insurance Company Limited.

GEOGRAPHICAL LIMITS

This policy provides cover anywhere within Great Britain, the Isle of Man, the Channel Islands or the European Union together with up to 120 days insurance anywhere in the World, as specified in the **schedule**.

SINGLE ITEM LIMIT

No insurance cover is provided for any item of **golfing equipment** in **excess** of £1,500 in value.

DEFINITIONS

clinical signs - changes in **your** normal healthy state, condition, appearance, bodily functions or behavior.

excess - the amount **you** must pay towards each and every claim. If claims are made under more than one section of cover, an **excess** will apply to each section of cover under which a claim is made.

golfing equipment - the individual golf clubs, golf bags, golf shoes and umbrellas, waterproof clothing, golf trolleys specified in the Golf Insured Items List and any unspecified single item with a value of less than £50, owned by **you** and used exclusively by **you** for the playing or practising of golf.

golfing venue - where golf is played or practised and is provided by a private member's club or public or municipal facility.

home - **your** place of residence but does not include garages or outhouses which are not attached to or form part of **your home**, or sheds, or any other structures within the boundaries of the property.

immediate family - **your** spouse or person living with **you**, parents and children (by birth or adoption).

loss of one or more limbs - physical severance or complete and irrecoverable loss of use of both arms at or above the elbow or both legs at or above the knee.

material fact - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review

period of Insurance - the time during which **we** provide insurance cover:-

Annual - 365 days calculated from and including the date of policy inception or renewal; this renews annually.

Lunar Monthly - 28 days calculated from and including the date of policy inception or renewal; this renews every 28 days.

Calendar Monthly - a calendar month; this renews every calendar month.

In all cases, automatic renewal is subject to receipt of the appropriate premium.

pre-existing - that which existed before the **period of insurance** began.

schedule - the policy **schedule** showing **your** details and cover provided.

unattended - not continually supervised by an adult.

unoccupied - **your home** is not occupied by **you** or a member of **your immediate family**.

we / us / the company - The Equine and Livestock Insurance Company Limited.

you / your / the policyholder - the person(s) named in the **schedule**.

SECTION 1 - GOLFING EQUIPMENT

Cover

We insure **you** up to the amount specified in the **schedule** or market value (whichever is less) for the theft, accidental loss of or damage to, **your golfing equipment** whilst at **home**, at a **golfing venue** or in direct transit to and from a **golfing venue** or in an **unattended** vehicle.

We also insure **you** up to £500 (with a single item limit of £100) for the theft or damage by fire of **your** personal effects whilst in the clubhouse, pro-shop or caddie-master's hut at a golfing venue.

Exclusions applicable to Section 1 (Golfing Equipment)

Exclusions applicable whilst at home

1. Any theft, attempted theft, loss of or damage to **your golfing equipment** whilst in locked garages or outhouses which are not part of **your home**, or from sheds, or any other similar structures within the boundaries of **your** property.
2. Loss or damage where **your home** is left **unattended** or **unoccupied** for a period in **excess** of 21 days.

Exclusions applicable whilst at a golfing venue or in direct transit

3. Any theft, attempted theft, loss of or damage to **your golfing equipment** whilst at a **golfing venue** that is not reported to the club secretary immediately and a written report obtained.
4. Any theft, attempted theft, loss of or damage to **your golfing equipment** whilst in a **golfing venue** locker without visible evidence of forcible and violent entry to the locker.
5. **Golfing equipment** in transit that has not been carefully packed and packaged so as to prevent damage.

Exclusions applicable whilst in an unattended vehicle

6. Loss or damage of any kind between midnight and 7am unless the **unattended** vehicle is in a locked garage.
- Theft, attempted theft, loss of or damage to **your golfing equipment** whilst in:-
7. A taxi, van or similar vehicle, commercial vehicle or vehicle used as such, caravan (static or mobile), mobile **homes** or vehicles converted for this purpose.
 8. A vehicle unless all points of access including sunroof are shut and securely locked, keys removed and alarm (where appropriate) operational.
 9. A motor vehicle UNLESS the **golfing equipment** is placed in a locked boot or concealed under a parcel shelf or manufacturers internal fitted cover.
 10. A convertible "soft-top" vehicle UNLESS the **golfing equipment** is placed in a compartment which can only be opened by unlocking the boot lid and not by any other means, i.e. via the rear seats.
 11. A luggage container fitted to the exterior of the vehicle.
 12. A vehicle which is not taxed, insured or having a current MOT (if required).

Exclusions applicable to your personal effects

13. Any items left in **unattended** golf bags.
14. Computers, cameras, camcorders, notes, coins and currency, cheques, credit cards, stamps, securities and documents in any form, keys, mobile phones and accessories, jewellery, articles of precious metals, stones, fur, watches, spectacles or contact lenses and property more specifically insured elsewhere.

Other exclusions applicable to Section 1

15. Any item of **golfing equipment** not specified in the golf insured items list of **your** policy documentation.
16. Any theft, attempted theft, loss of or damage to **your golfing equipment** that does not have visible evidence of forcible and violent entry.
17. Any theft, attempted theft or loss not reported immediately to the Police and a crime reference number obtained.
18. Golf balls and golf tees.
19. **Golfing equipment** damaged during use.
20. Damage where the item claimed for is not made available to **the company** for inspection. Items claimed for can only be disposed of with the prior agreement of the Company.
21. Damage covered under any manufacturer's guarantee.
22. Loss or damage due to wear and tear, cleaning, repairing or restoring any article, inherent defect or faulty maintenance, mechanical breakdown, electrical currents, the action of light or atmospheric conditions, battery acid, vermin, moths or any other

graduating cause.

23. Loss because **you** or the person responsible for the **golfing equipment** chose to give up ownership or possession, even if there was a fraudulent scheme, trick or false pretence.
24. Equipment leased, hired or rented to others by **you**.
25. Golf Buggies.
26. Batteries (for electric golf trollies).

Conditions applicable to Section 1 (golfing equipment)

1. If **your golfing equipment** (excluding clothing) is lost, damaged or stolen within the new for old period specified in the **schedule**, **we** will pay for the cost of repair or replacement. Replacement will be based on the sum insured value or new market value if less as detailed in the policy **schedule**.
2. Replacement will be with property of the same or similar specification and quality without any deduction for wear and tear. The claim settlement may take into account any discount that would be available to **us** if **we'd** exercised our right to purchase replacement **golfing equipment** using a supplier determined by **us**.
3. In the event **you** refuse our offer of replacement **golfing equipment** or by our choice, **we** may offer a cash settlement of the sum insured or market value (whichever is less) after allowing for wear and tear and depreciation.
4. Upon settlement of any claim, the property in respect of which payment is made shall belong to the **company**.
5. The age of the **golfing equipment** is deemed to be from the date of purchase new until the date of loss or damage.
6. Where any item of **golfing equipment** consists of articles in a pair or set, **we** will not pay more than the value of the particular part(s) which are the subject of the claim, without reference to any special value which such article(s) may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.

PUBLIC LIABILITY**Cover**

We insure **you** up to the amount specified in the **schedule** in respect of:

- amounts **you** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent

for claims made against **you** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** and caused by or through **you** playing or practising golf at a **golfing venue**.

Exclusions applicable to Section 2 (Public Liability)

This policy shall not apply to liability in respect of:

1. Death or bodily injury, loss or damage to property sustained in connection with **your** carrying on of any trade, business or profession or use of **your golfing equipment** for hire or reward.
2. Death or bodily injury to **you**, any person using the **golfing equipment** with **your** permission or consent, any member of **your** immediate family, **your** agent or licensee, save for any person temporarily employed as a caddy any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person using the **golfing equipment** with **your** permission or consent, any member of **your** immediate family, **your** agent or licensee, save for any person temporarily employed as a caddy any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual relationship.
4. Pollution or contamination of water, buildings or structures, land or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
5. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regards to the nature and circumstances of such act or omission.
6. Liability created by an agreement which would not have existed in the absence of that agreement.
7. Death or bodily injury, loss or damage to property as a result of any person using the **golfing equipment** without **your** permission or consent.
8. Loss arising out of the ownership, possession, use or operation of mechanically propelled driven vehicles, by **you** or anyone acting on **your** behalf.
9. Exemplary, punitive or aggravated damages or damages by way of penalty or fine or damages similar thereto.

Conditions applicable to Section 2 (Public Liability)

- A. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- B. **You** must inform **us** immediately of any impending prosecution inquest or fatal injury inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
- C.
 - (i) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any

claims for **our** own benefit;

- (ii) **You** must allow **us** to take proceedings in **your** name, at **our** expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; and **you** shall give all information and assistance **we** require.
- D.
- (i) For any claim or series of claims **we** may at any time pay **you** the amount of the limit of indemnity or any lower amount that the claim(s) can be settled for;
 - (ii) **We** will have no further liability to the claim(s) except for the third party's costs and expenses incurred before the date of the payment; up to the amount specified in the **schedule**.

SECTION 3 - PERSONAL ACCIDENT**Cover**

We insure **you** up to the amount specified in the **schedule** if **you** suffer bodily injury resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a **golfing venue** AND such injury shall, within 12 months, be the sole cause of death, total permanent loss of sight in both eyes or deafness in both ears, **loss of one or more limbs** or total permanent disablement preventing **you** from engaging in any gainful business or occupation of any kind and will continue for the rest of **your** life.

Benefits reduced to 25% for people less than 16 years of age.

SECTION 4 - TEMPORARY DISABLEMENT**Cover**

We insure **you** up to the amount specified in the **schedule** if **you** suffer bodily injury resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a **golfing venue** AND such injury shall be the sole cause of temporary disablement preventing **you** from engaging in gainful business or any kind.

Benefits are reduced by 50% for students or the unemployed.

Exclusions applicable to Sections 3 and 4 (Personal Accident / Temporary Disablement)

1. Bodily injury that happens whilst under the influence of alcohol or drugs.
2. Bodily injury arising from, or aggravated by, a **pre-existing** illness or medical condition.
3. Any act of deliberate self-inflicted injury or suicide.
4. Any result of pregnancy, childbirth, physical defect, infirmity or existing medical condition, unless **we** have been told about it and have accepted it in writing.
5. Loss arising out of the ownership, possession, use or operation of mechanically propelled driven vehicles, by **you** or anyone acting on **your** behalf.

POLICY WORDING

- Loss if **you** do not obtain the care of a suitably qualified medical practitioner as soon as possible.
- Any person over the age of 75 as at the date bodily injury is sustained.

Conditions applicable to Section 3 and 4 (Personal Accident/Temporary Disablement)

- We** will not make a payment for the same accident or the same person under more than one of the benefits listed in the **schedule**. After **we** have agreed to pay one of the **scheduled** benefits, **we** will have no further liability for that person.
- Payment for total permanent disablement will start after 365 consecutive days of disablement, properly certified by a Doctor who **we** accept.
- Payment for temporary disablement will start after 14 consecutive days of disablement, properly certified by a Doctor who **we** accept.

SECTION 5 - DENTAL COVER

Cover

We insure **you** up to the amount specified in the **schedule** for emergency dental treatment if **you** suffer an injury to **your** teeth resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a **golfing venue**.

Exclusions applicable to Section 5 (Dental Cover)

- Emergency treatment which did not commence within 7 days of the date of the dental injury.

SECTION 6 - CLUB MEMBERSHIP FEES

Cover

We insure **you** up to the amount specified in the **schedule** for the payment of annual club membership fees paid or contracted to be paid by **you** in the event **you** are unable to play or practise golf for more than 49 days as a result of an illness or accidental bodily injury sustained solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a **golfing venue**.

Exclusions applicable to Section 6 (Club Membership Fees)

- The proportion of joint membership fees which do not relate directly to **you**.
- Any person over the age of 75 as at the date of the bodily injury or the date upon which the illness first showed **clinical signs**.
- Bodily injury or illness arising from, or aggravated by, a **pre-existing** illness or medical condition.
- Any annual club membership fees reimbursed to **you** either in whole or in part from another source.
- Payment beyond 12 months from the date of the bodily injury or the date upon which the illness first showed **clinical signs**.

Conditions applicable to Section 6 (Club Membership Fees)

- Any payment under this section shall be made quarterly and in arrears.
- We** require a Doctor's Medical Certificate signed by **you** and **your** Doctor in substantiation of **your** illness/bodily injury AND written confirmation of the fees paid or contracted to be paid.

SECTION 7 - ACCIDENTAL DAMAGE TO PROPERTY

Cover

We insure **you** up to the amount specified in the **schedule** in respect of accidental damage to property struck by a golf ball hit by **you** whilst playing or practising golf at a **golfing venue**.

Exclusions applicable to Section 7 (Accidental Damage to Property)

- Any incident not reported to the Club Secretary within 7 days of occurrence.
- Loss or damage to property owned, held in trust, in the charge of or under the control of **you** or **your immediate family**.
- Loss or damage to property owned, held in trust, in the charge of or under the control of the **golfing venue**.

SECTION 8 - HOLE IN ONE

Cover

We will insure **you** up to the amount specified in the **schedule** for the customary round of drinks purchased by **you**, immediately following a hole-in-one during a competition round at a **golfing venue**.

Exclusions applicable to Section 8 (Hole in One)

- Any claim for which the documentation required in "Conditions to Section 8 (Hole-in-One)" is not provided.

Conditions applicable to Section 8 (Hole in One)

You MUST supply the following documentation:

- A certified copy of **your** score card countersigned by the Official Scorer and **your** opponent; AND
- A letter from the Club Secretary confirming the date and name of the competition; AND
- A dated **golfing venue** bar receipt.

SECTION 9 - EQUIPMENT HIRE

Cover

We insure **you** up to the amount specified in the **schedule** for the hiring of replacement equipment following the theft, accidental loss of or damage to, **your golfing equipment**.

Conditions applicable to Section 9 (Equipment Hire)

- A. **You** must have submitted a claim under Section 1, 2 or 3 for the theft, accidental loss of or damage to, **your golfing equipment**.
- B. Payment will be in respect of the cost of replacement equipment of the same or similar specification to **your golfing equipment**.

SECTION 10 - ENTRY FEES**Cover**

We insure **you** up to the amount specified in the **schedule** for the payment of non-refundable tournament entry fees paid or contracted to be paid by **you** in the event **You** are unable to play in the tournament as a result of illness or accidental bodily injury sustained solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a **golfing venue**.

Exclusions applicable to Section 10 (Entry Fees)

- Any person over the age of 75 as at the date of the bodily injury or the date upon which the illness first showed clinical signs.
- Bodily injury or illness arising from, or aggravated by, a **pre-existing** illness or medical condition.
- Any tournament fees reimbursed to **you** either in whole or in part from another source.
- Any bodily injury occurring or illness first showing **clinical signs** within 14 days of start of the tournament.

Conditions applicable to Section 10 (Entry Fees)

- A. Any payment under this section shall be made quarterly and in arrears.
- B. **We** require a Doctor's medical certificate signed by **you** and **your** Doctor in substantiation of **your** illness/bodily injury AND written confirmation of the fees paid or contracted to be paid.

CONDITIONS OF CLAIMS SETTLEMENT

- A. In order for **us** to consider a claim, **you** must conclusively prove the loss and substantiate the amount thereof.
- B. **You** must accept that **we** may appoint a loss adjuster to investigate any claim on **our** behalf.

GENERAL CONDITIONS

- A. When anything happens which may give rise to a claim under this policy, **you** must immediately give full details to **our** Head Office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done by phone, fax, post or email. If **you** have not received an acknowledgment from **us** with 14 days after **you** send it, **you** must send **us** the details again, by recorded delivery. **You** must tell the Police immediately if **your golfing equipment** is stolen and do everything reasonable to get it back. **You** must

co-operate fully and truthfully and give **us** immediately any information that **we** need.

- B. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **we** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
- C. **You** must not act in an untrue or fraudulent manner, if **you** or someone acting on **your** behalf, a member of **your** immediate family, relations, agents, employees, licensees, paying guests or other persons in a contractual relationship with **you** makes a claim or a statement in support of a claim under the policy knowing the claim or the statement to be false or fraudulently exaggerated, or submits a document in support of a claim knowing the document to be forged or false, or makes a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance then **we** shall not pay the claim nor any other claim which has been or will be made under the policy, **We** may at **our** option declare the policy void, **We** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date, **we** shall not make any return of premium, and **we** may inform the police of the circumstances.
- D. If any difference shall arise to the amount to be paid under this policy such difference may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration is in addition to **your** legal rights and not in substitution of them.
- E. It is a condition precedent to any liability under this policy that the correct premium has been paid to **the company** prior to the start of each **period of insurance** or within the credit period if one has been allowed to an insurance intermediary.
- F. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under this policy.
- G. **You** must not misstate or omit or conceal a **material fact** from the proposal for this policy or when renewing or claiming against it otherwise the policy is void and **we** will not return the premium.
- H. **You** must notify **us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **your** policy. **We** reserve the right to alter the terms of **your** policy immediately after **we** are notified of such changes.
- I. For all losses **we** will require proof of fees, costs incurred, item ownership and value etc., for example, receipts, cheque stubs, invoices. These must give full details of the items / costs incurred.
- J. **You** must at all times take reasonable precautions to prevent accidents, illness, loss and damage and act as if **you** are uninsured.
- K. It is warranted **you** must keep all **golfing equipment** in a good state of repair and maintained in accordance with manufacturer's recommendations.
- L. 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.

- M. Bona-fide errors and omissions shall not prejudice the rights of either party but shall be rectified as soon as possible.
- N. When **we** invite **you** to renew **your** policy **we** may, at **our** discretion alter premiums, cover, terms and conditions as **we** deem necessary for any reason including such factors as **your** item's age.
- O. In the event of claims settlement becoming due **we** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be dispatched by cheque. Settlement will be issued to **you** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **you** fill in and by providing the third party name.
- P. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, a charge of £3.99 will be added to **your** next collection.

GENERAL EXCLUSIONS

1. Any loss, damage, death, bodily injury or liability as a result of **you** taking part in dangerous sporting activities, unless **we** have been given prior notification and accepted the same in writing.
2. Loss or damage that is more specifically insured elsewhere or liability arising under a contract which would not have been so if **you** had not entered into the contract.
3. Loss or damage that cannot be identified as occurring within a defined 24-hour period.
4. Loss by delay, confiscation or detention by customs or other officials or authorities.
5. Any legal liability or consequence of whatsoever nature or costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
 - (a) War meaning war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, looting, strikes or lock-outs, military rising, coup, insurrection, rebellion, revolution or military or usurped power;
 - (b) Government action meaning martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing or suppressing or in any way relating to War;
 - (c) Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious,
6. Any claim arising from the loss, destruction or damage of any property whatsoever or any loss of expenses whatsoever resulting or arising from or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Any claim arising, any legal liability or consequence associated with or caused by seepage, accident, explosion, waste, pollution or contamination or the cost of removing, nullifying or cleaning-up any of the above.
8. Any claim arising from:-
 - a. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
 - b. Property illegally acquired, kept, stored or transported.
9. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
10. Exemplary, punitive or aggravated damages or damages by way of penalty or fine or damages similar thereto.
11. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
12. **We** do not cover any loss, injury, damage or illness, death or legal liability, directly or indirectly, caused by, happening through, in consequent of or contributed to by:
 - (a) influenza or any derivation or variant thereof;
 - (b) arising from any fear or threat (whether actual or perceived) of such Influenza;
 - (c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

If **we** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the **policyholder**.
13. Any claims as a result of any notifiable disease.

POLICY ALTERATION OR REINSTATEMENT

If **you** wish to make a change to **your** policy after the first 14 days of policy inception or, if for any reason **we** reinstate **your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

PREMIUM AND EXCESS REVIEW

1. The premium and excess for this policy is reviewed at least once a year.
2. When reviewing **your** premium and excess **we** will consider any future impact to one or more of the following.
 - (a) Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.
 - (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed.
 - (c) Changes to **your** circumstances such as any change to **your** address.
 - (d) Changes due to legislative, tax or regulatory requirements such as:
 - (i) expenses related to providing the insurance
 - (ii) policies lapse rates which means the average time policies are held
 - (iii) interest rates
 - (iv) tax rates
 - (v) the cost of any legal or regulatory requirements
3. As a result of the premium and excess review, **your** premium and/or excess may go up, stay the same or go down and there is no limit to the amount of any change.
4. If **we** change **your** premium and/or excess and **you** do not wish to continue **your** cover, **you** should contact **us** to cancel.

CANCELLATION RIGHTS

You can cancel at any time.

If **you** cancel within the first 14 days of policy inception, and no claim has been made, **you** will receive a full refund of any premium paid. If **you** have a monthly policy, cover will be cancelled with effect from the date **your** next policy premium is due.

If **you** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10

Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **you** have made a claim, **you** will not be entitled to any refund.

We may cancel this insurance at any time, in which case, **we** will return the premiums paid, in accordance with the above table. **Our** liability then ceases immediately but without affecting **your** or **our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to **your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **you** wish to alter **your** policy or cancel it please contact **our** office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If **you** have not received an acknowledgement from **us** within 14 days of sending details, **you** must post the details by recorded delivery.

If **you** wish to appeal against any decision regarding the administration of **your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **you** wish to submit a formal complaint, please refer to **our** Complaints Handling Procedure.

CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact **us** either by e-mail at claims@eandl.co.uk or by phone on 03300 243 438. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to **our** Complaints Handling Procedure.

**COMPLAINT HANDLING PROCEDURE
(YOUR LEGAL RIGHTS REMAIN UNAFFECTED)**

If **you** are unhappy with any aspect of **our** service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **you** do not receive satisfaction through **our** internal complaints handling procedure, **you** may refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk, website: www.financial-ombudsman.org.uk) within 6 months of the date of the Chief Executive Officer's response.

CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

Quotations/Sales: t: 03300 243 254, f: 03300 242 971, e: quotes@eandl.co.uk

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

Claims: t: 03300 243 438, f: 03300 242 971,

e: claims@eandl.co.uk

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

Existing Customers: t: 03300 243 360, f: 03300 242 971, e: policyadmin@eandl.co.uk

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

Affiliates/Brokers: t: 03300 243 229, f: 03300 242 971, e: broker@eandl.co.uk

Opening Hours: Mon to Fri 8.30am-5.00pm

FAIR PROCESSING NOTICE

We take your privacy very seriously. Please read this Fair Processing Notice carefully as it contains information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event that you have a complaint.

We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as “controller” of that personal information for the purposes of those laws.

Who are we?

When we refer to “we” “us” and “our” in this notice it means The Equine and Livestock Insurance Company Limited, its trading names and Appointed Representatives shown below:

The Equine and Livestock Insurance Company Limited trading as:

- The Insurance Emporium
- Breeder Choice
- Dove Pet Care
- E&L
- Kamkit
- National Pet Register
- www.horse-insurance.co.uk
- www.pet-insurance.co.uk
- www.insurance4mycaravan.co.uk
- www.my-weddinginsurance.co.uk

Entertainment & Leisure Insurance Services (Appointed Representative)

Entertainment & Leisure Insurance Services Ltd (Appointed Representative)

Entertainment and Leisure Insurance Services (Jersey) Ltd (Appointed Representative)

When we say “you” and “your” in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses

What is personal information?

It is any information relating to an identified or identifiable individual.

What personal information do we collect?

We may collect the following types of personal information from you, your representative or from information you have made public, for example social media:

- your name and contact information, including email address and telephone number
- information to enable us to check and verify your identity, e.g. your date of birth, portal password
- your financial details such as direct debit or payment card information
- details of any other insurance you hold if it is relevant to your claim
- photographs and/or video to help us assess your claim
- your claim history
- your medical information if it is relevant to your policy or claim
- your criminal convictions if it is relevant to your policy or claim
- your accessibility details if we need to make reasonable adjustments to help
- your business activities if it is relevant to your policy or claim

This personal information is requested to provide products and services to you. If you do not provide the personal information we ask for, it may delay or prevent us from providing products and services to you.

How do we collect your personal information?

We collect most of this personal information directly from you – in person, by telephone or email and via our website and customer portal. However, we may also collect information from:

- publicly accessible sources e.g. Companies House or HM Land Registry
- cookies on our website – for more information on our use of cookies, please see our cookies policy
- veterinary and/or referral practices, charities and breeders
- any other insurer with whom you have relevant insurance
- emergency services, law enforcement agencies, medical and legal practices
- brokers and affiliates
- suppliers of repair or replacement estimates

- loss adjusters and our consultant veterinary advisors
- other involved parties, for example, claimants or witnesses

How and why we use your personal information

Under data protection law, we can only use your personal information if we have a proper reason for doing so, e.g.:

- to comply with our legal and regulatory obligations
- for the performance of our contract with you or to take steps at your request before entering into a contract
- for our legitimate interests or those of a third party
- where you have given consent

A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

What we use your personal information for

- to provide quotes, administer policies and claims
- to prevent and detect fraud against you or us
- processing necessary to comply with professional, legal and regulatory obligations that apply to our business
- gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies
- ensuring business policies are adhered to e.g. policies covering security and internet use
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our business e.g. in relation to our financial performance, customer base, product range or other efficiency measure
- preventing unauthorised access and modifications to systems
- updating and enhancing customer records
- statutory returns
- ensuring safe working practices, staff administration and assessments
- marketing our services and those of selected third parties to:
 - existing and former customers
 - third parties who have previously expressed interest in our products
 - third parties with whom we have no previous dealings
- external audits and quality checks and the audit of our account

Promotions communications

We may use your personal information to send you updates (by email, text message, telephone or post) about our products, including exclusive offers, promotions and new products.

We have a legitimate interest in processing your personal information for promotional purposes (see above “**How and why we use your personal information**”). This means we do not usually need your consent to send your promotional communications. However, where consent is

needed, we will ask for this consent separately and clearly.

We will always treat your personal information with the utmost respect and never sell it to other organisations for marketing purposes.

You have the right to opt out of receiving promotional communications at any time by:

- contacting us at data@eandl.co.uk
- using the “unsubscribe” link in emails
- write to us at the address shown in “**How to contact us**” below

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products in the future, or if there are changes in the law, regulation or the structure of our business.

Who do we share your personal information with?

We may share your personal information with:

- third parties we use to help deliver our products and services to you e.g. payment service providers, repairers, veterinary advisors, legal advisors and loss adjusters
- other third parties we use to help us run our business, e.g. marketing agencies, website hosts, online review platforms
- third parties approved by you e.g. social media sites you choose to link your account to or third party payment providers
- Insurance Fraud Bureau
- other insurers, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to us or you

We only allow our service providers to handle your personal information if we are satisfied that they take appropriate measures to protect your personal information. We may also share personal information with external auditors, e.g. in relation to accreditation and the audit of our accounts.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Where do we hold your personal information?

Information may be held at our offices, third party agencies and service providers (see above: “**Who do we share your personal information with?**”)

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal information when this occurs, see below: “**Will we transfer your personal information out of the EEA?**”

How long do we keep your personal information?

We will keep your personal information for as long as we need it to administer your policy or manage our business.

Thereafter, we will keep your personal information for as long as is necessary:

- to respond to any questions, complaints or claims made by you or on your behalf
- to show that we treated you fairly
- to keep records required by law

We will not retain your personal information for longer than necessary for the purposes set out in this notice.

Will we transfer your personal information out of the EEA?

To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA). These transfers are subject to special rules under European and UK data protection law. Non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal information will be secure.

What are your rights?

You have the following rights, which you can exercise free of charge:

- Access - the right to be provided with a copy of your personal information
- Rectification - the right to require us to correct any mistakes in your personal information
- To be forgotten - the right to require us to delete your personal information - in certain situations
- Restriction of processing - the right to require us to restrict processing of your personal information - in certain circumstances e.g. if you contest the accuracy of the data
- Data portability - the right to receive personal information you provided to us, in a structured, commonly used and machine readable format and/or transmit that data to a third party - in certain situations
- To object - the right to object:
 - at any time to your personal information being processed for direct marketing
 - in certain other situations to our continued processing of your personal information e.g. processing carried out for the purpose of our legitimate interests
- Not to be subject to automated individual decision-making -
 - The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- request and complete a Data Subject Access Request form; or
- email, call or write to us — see below: “**How to contact us**”; and

- let us have enough information to identify you (e.g. your full name, address and policy number); and
- let us have proof of your identity and address (a certified copy of your driving licence or passport and a recent utility bill); and
- let us know what right you want to exercise and the information to which your request relates.

How do we keep your personal information secure?

We have appropriate security measures to prevent information from being accidentally lost, or used or accessed unlawfully. We limit access to your personal information to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator or a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

What if I believe my personal information has been mishandled?

We encourage you to contact us in the first instance - see below: “**How to contact us**” but you are entitled to go directly to the Information Commissioner's Office (ICO) at www.ico.org.uk or telephone 0303 123 1113.

How to contact us

Please contact us by post, email or telephone if you have any questions about this notice or the information we hold about you.

Data Protection Officer
 Thorpe Underwood Hall
 Ouseburn
 York
 YO26 9SS
 e: gdpr@eandl.co.uk
 t: 01423 333483

Changes to our Fair Processing Notice

We may change this notice from time to time; the most recent version will always be available on our website.