

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who own and operate a pet grooming business

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.

Policy term

Policy term is as agreed and stipulated in the policy schedule and is one of the following:

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually.

Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.

Automatic renewal is subject to receipt of premium.

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**

- (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 YOUR PROMISES TO US

We have pleasure in introducing this insurance policy from E&L, for people who own or run pet **grooming parlours**. Much careful research went into devising the policy and **we** hope **you** will be pleased with the level of cover and the service **we** are offering.

WHAT YOU SHOULD DO

Please read the policy as soon as **you** receive it. 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 the policy, please return it to us within 14 days without making a claim. **We** will then cancel the policy and refund the whole of **your** premium.

If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read this policy carefully as it may differ 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 so.

PARTICULAR POINTS ABOUT THE COVER

This policy is a fixed-term contract of insurance, not a continuous permanent health policy. The policy covers **animals** while **you**, or anyone working for **you**, is in custody of them, while at **your grooming parlour** or during collection or delivery. **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 the insurance or within 28 days if **we** allow a credit period to an 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** provide insurance under the policy for

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the specific sections in the schedule (or any endorsement) for events that occur anywhere in the United Kingdom, Channel Islands or Isle of Man during the **period of insurance**.

The policy schedule is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. The policy depends on the warranties (promises), conditions and exclusions stated in it. **We** are liable up to the limit of cover shown in the schedule. **Your** intermediary will not be or 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.

We cannot be held liable for any mistakes or omissions by an intermediary who has arranged the insurance on **your** behalf.

YOUR PROMISE

You promise that to the best of **your** knowledge and belief every **animal** is sound and in perfect health at the start of **grooming**, and that no **animal** has any **illness** or **injury**. So any **animal** that does not meet these health standards will not be covered for any liability relating to the **illness** or **injury** in question in any **period of insurance** that it enters in that state. This insurance is intended to provide protection against unexpected rather than inevitable events.

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**.

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.



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

DEFINITIONS

Animal - Any **animal** that has temporarily been left in **your** care by its owner at **your grooming parlour**.

Bodily injury - Injury, which is sustained by **you** during the period of this policy; and is caused by an accident solely and independently of any other cause, except **illness** directly resulting from, medical or surgical **treatment** rendered necessary by such **injury**. This includes death or **total permanent disablement** within 365 days from the date of the accident by which such **injury** is caused.

Clinical signs - Changes in an **animal's** normal healthy state, its bodily functions or behaviour.

Complementary medicine - Physiotherapy, acupuncture, homeopathic or herbal medicines.

Condition - All **clinical signs** of **injury** or **illness** resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

Excess - the amount **you** must pay towards each and every claim. Separate excesses will be applied to each **condition**. 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.

Grooming - Any service provided by **you** at **your grooming parlour**, including cutting, clipping, shampooing, drying, nail trimming, any duties involved in running a **grooming** business.

Grooming parlour - The establishment at which **you** provide **your grooming** service.

Illness - Physical disease, sickness, infection or failure that is not caused by **injury**.

Immediate family - **Your** spouse, children and parents.

Injury - Physical damage or trauma caused by an accident.

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 - For yearly policies, a period of 365 days from the start of the policy or the last renewal; for monthly policies, 28 days, unless agreed otherwise.

Permanent - Lasting 365 days and at the end of that period is beyond hope of improvement. (Total **permanent** disablement shall be construed accordingly).

Schedule - document showing the details of the policyholder and cover provided.

Temporary disablement - Disablement that prevents **you** from attending to **your** usual business duties but which is not **permanent**.

Total disablement - Disablement that entirely prevents **you** from attending to **your** business or occupation of any and every kind.

Treatment - Any consultation, examination, advice, tests, x-rays, medication, surgery, nursing care provided by a veterinary practice or qualified practitioner recommended by a vet.

We / Our / Us - Equine and livestock Insurance Company Limited.

You / Your - The policyholder or any other person named in the schedule.

SECTION 1 - VET'S FEES

Cover

We pay up to the amount shown in the schedule, for each **condition**, for the proper veterinary charges following **treatment** given by a qualified vet. **We** also cover **complementary medicine** recommended by the attending vet and administered by a qualified

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practitioner. This must follow an **injury** or **illness** that arose as a direct result of the **grooming**.

NB. **We** cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history is received.

Exclusions

1. Costs resulting from an **injury** or **illness** first showing **clinical signs** before the **grooming** began.
2. Costs for cosmetic treatment, routine treatment or preventative treatment recommended by a vet to prevent **injury** or **illness**, or as a result of breeding, pregnancy, whelping, kitting and any claims arising as a result of these procedures.
3. Any costs arising from vicious tendencies or behavioural problems shown by any **animal**.
4. Any costs for house calls / out-of-hours calls unless the attending vet confirms that the **animal** was suffering from a life-endangering **condition**; or hospitalisation costs such as housing, bedding, food.
5. Costs of putting any **animal** to sleep, cremation, disposal.
6. Costs not backed up by a receipt/invoice showing full details of when the **grooming** took place and of the veterinary costs incurred.
7. Any costs incurred more than 90 days after the **grooming** took place, for any **condition**, whether it is ongoing, chronic or recurring.

SECTION 2 - DEATH OF DOG OR CAT FROM ACCIDENT OR ILLNESS

Cover

We pay the market value, the price paid or the amount shown in the schedule (whichever is less) if any **animal** dies while being groomed or is put down for humane reasons because of an **injury** or **illness** that arose as a direct result of **grooming**. **You** must tell us immediately in writing of the accident or **illness**.

Exclusions

1. Death resulting from an **injury** or **illness** first showing **clinical signs** before the **grooming** began.
2. Putting any **animal** to sleep due to law, regulation, an order of the Privy Council, a government department, a public authority or similar, or order related to a 'notifiable' disease.
3. Death during or after a surgical operation or a general anaesthetic unless a qualified vet certifies that it was necessary because of **injury** or **illness** arising as a result of **grooming**.
4. Putting any **animal** to sleep for financial reasons or putting any **animal** to sleep because of its vicious tendencies or problems with its behaviour.
5. Death due to **illness** of any dog or cat aged 8 years or over at the time of **grooming**.
6. Death due to the administration of medicines or **treatment** by anyone other than a veterinary

surgeon or qualified practitioner recommended by a veterinary surgeon.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2

1. If there is any **illness** of, or **injury** to, any **animal you** must immediately get a qualified vet to treat the **animal (you** or the owner must pay for this). **You** must allow the vet to take the **animal** away for **treatment** if it is best. **You** must provide a report from the attending vet about the **condition** of the **animal** (even if it dies). **You** must keep to every reasonable instruction **we** issue.
2. If any **animal** dies, **you** or the owner must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at **your** / the owner's expense (if **we** say **we** need one).

SECTION 3 - CUSTODIAL LIABILITY

Cover

We will pay up to the amount shown in the schedule in respect of liability arising from any negligence by **you** or one of **your** employees during the care of any **animal** at the **grooming parlour**.

Exclusions

1. **We** do not insure **your** legal liability for claims made against **you** by the following people: a relation; a member of **your immediate family**; employee; employer; guest or any person who has a contract with **you** or a business relationship with **you**; any other person **you** are responsible for; or any person who is responsible for an **animal**.
2. If people are jointly liable for any injury, loss, damage or costs, **we** are not liable to pay any amount above **your** fair share of that liability.
3. **We** are not liable to pay any fines following a prosecution under the 1871 Dogs Act, or the Animal (Protection of Livestock) Act 1953 or the Dangerous Dogs Act 1991.
4. **We** do not provide cover for any claim that involves sheep worrying or injuries or loss from interaction with other animals.

SECTION 4 - LOSS BY THEFT OR STRAYING

Cover

We pay the market value, the price paid or the amount shown in the schedule for this section (whichever is less) if any **animal** is not found within 28 days of straying or being stolen. It must have disappeared from **your grooming parlour** or whilst in **your** custody during collection or delivery. **You** must report it to the police as soon as **you** discover that the **animal** is missing.

We pay an extra amount up to the amount shown in the schedule on each occasion to cover the cost of advertising for lost or stolen **animals** or for paying a reward which leads to getting the **animal** back. (**You**

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must get **our** written agreement before offering a reward). A signed receipt showing the name and address of the person claiming the reward must be provided.

Exclusions

1. Theft, which does not involve forcible and violent entry to a secure area.
2. Any rewards claimed by **you**, **your immediate family**, anyone living with **you** or an employee.

SECTION 5 - GROOMING EQUIPMENT

Cover

We will cover **you** in respect of **your grooming** equipment up to the amount specified in the schedule following loss due to:

1. Theft from **your grooming parlour**.
2. Fire, lightning or explosion at **your grooming parlour**.

Exclusions

1. Theft by deception.
2. Theft from premises unless proved to be as a result of forcible and violent entry or exit, causing substantial damage.
3. Theft from premises built substantially of anything other than brick, stone or concrete with slate, tiled or concrete roof.
4. Any loss due to theft or attempted theft if the security requirements are not adhered to.
5. Any loss not backed up by receipts for the insured items.

SECTION 6 - PUBLIC LIABILITY

Cover

We insure **you** for any accident or series of accidents arising out of events against the amount **you** become legally liable to pay for claims made by third parties against **you** arising from bodily **injury** or disease (fatal or non-fatal) to persons or damage to property caused as a direct result of **your grooming** business.

We also pay all legal costs and expenses recoverable by any claimant and costs and expenses that **you** incur with **our** written permission for any claim that may be insured under this section. This includes legal fees up to the sum insured given in the schedule if **you** are taken to court under the Dogs Act 1871 or the Dogs (Protection of Livestock) Act 1953 or the Dangerous Dogs Act 1991.

Exclusions

1. **We** do not insure **your** legal liability for claims made against **you** by the following people: a relation; a member of **your immediate family**; employee; employer; guest or any person who has a contract with **you** or a business relationship with **you**; any other person **you** are responsible for; or any person who is responsible for any **animal**.

2. (a) **We** do not insure liability for **your** property, or property that **you** are responsible for, or that any person in Exclusion 1 is responsible for;
(b) **We** do not insure liability that **you** accept by signing a lease, agreement or contract.
3. If people are jointly liable for any injury, loss, damage or costs, **we** are not liable to pay any amount above **your** fair share of that liability.
4. **We** are not liable to pay compensation or legal costs for a person if they result from legal action that this person has started without **our** written permission, or the legal costs of representing any person covered by this section to defend any action, which comes under the legal power of any county court.
5. **We** are not liable to pay any fines following a prosecution under the 1871 Dogs Act, or the Animal (Protection of Livestock) Act 1953 or the Dangerous Dogs Act 1991.
6. **We** do not provide cover for any claim that involves sheep worrying or injuries or loss from interaction with other animals.

SECTION 7 - PERSONAL ACCIDENT

Cover

We will cover **you** up to the amount shown in the schedule if **you** sustain an accidental **bodily injury** while **you** are **grooming** and which directly results in any one of the following **conditions** within 365 days of **injury**:

- Death.
- **Total permanent disablement.**
- **Temporary disablement** (£50 per week).
- Total and irrecoverable loss of sight in one or both eyes.
- Physical severance or complete and irrecoverable loss of use of two or more limbs at or above the elbow / knee.
- Physical severance or complete and irrecoverable loss of use of both hands or feet.
- Physical severance or complete and irrecoverable loss of use of one limb at or above the elbow / knee.
- Physical severance or complete and irrecoverable loss of use of one hand or foot.
- Loss of two or more fingers or thumbs.
- Loss of one finger or thumb.

Exclusions

1. The first 14 days after **injury** of **temporary disablement**.
2. Claims under more than one of the benefits a) to j) above.
3. **Bodily injury** that happens whilst under the influence of alcohol or drugs. Any act of deliberate

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self-inflicted **injury** or suicide, or deliberate exposure to danger (except in an attempt to save human life).

- Any loss as a result of pregnancy, childbirth, physical defect, infirmity, pre-existing condition, insanity or medical condition, unless **we** have been told about it and have accepted it in writing.
- Any loss not arising directly out of work at the **grooming parlour**.
- Any loss directly or indirectly arising from stress, trauma or psychiatric illness.
- Any person over the age of 70 or under 18 years of age.

SECTION 8 - REPLACEMENT STAFF

Cover

We cover **you** up to the amount stated in the schedule as a result of any costs **you** incur in engaging replacement staff if **you** or a full time employee is bitten by a dog or cat while it is in **your** care and have to miss work as a result of the **injury**.

Exclusions

- Any losses incurred without a doctor's note to confirm the incapacity suffered.
- Any pet that is known to have vicious tendencies unless **we** have been previously told about it and have accepted it in writing.
- Any losses unless **we** are provided with a detailed invoice showing the costs incurred.

SECURITY REQUIREMENTS

- All **animals** must be kept in a secure area. Any fences or enclosures must be capable of retaining the **animal** and all gates, openings and so on must be kept secure.
- Premises housing insured items must meet the following requirements:
 - a lock approved to British Standard 3621 or a mortice deadlock, of at least five levers must be fitted to all entrance doors.
 - key-operated security devices must be fitted to all opening windows, openings, skylights and the like on all floors including basements.
 - when **your** household has retired for the night (or in any event between 9pm and 8am) all external doors and windows must be secured as above, except occupied bedrooms on first floors or above which may have one window locked ajar for ventilation. Any alarm system must be fully operational and 'set'.
 - be constructed of brick, stone, slate or tile.

CONDITIONS WHICH APPLY TO SECTIONS 3 AND 6

- You** must send us every letter, claim, writ,

summons, legal process or other document as soon as **you** receive it and without answering it.

- You** must not admit, offer, promise, pay or agree to anything without **our** written permission. If anything happens that might lead to a claim, **you** must not tell anyone that **you** have this insurance. **We** may take over any claim in **your** name and for **our** own benefit. **We** will choose how to conduct any proceedings in the settling of any claim.
- For any claim or series of claims, **we** may at any time pay **you** the amount of the limit of cover (after taking off any amounts already paid as compensation) or any lower amount that the claims can be settled for. **We** will then have no further liability for the claims except for paying costs and expenses incurred before the date of the payment.

CONDITIONS OF SETTLING CLAIMS

- If **we** request it, the vet attending any **animal** or the usual vet or previous vet must give us any information about the **animal**, including its full medical history, or its **treatment**. **You** or the **animal's** owner must pay for any costs involved in the above.
- To deal with a claim, **we** need the vet to complete a form detailing the **condition**, the **treatment** and amount charged. **We** also need **you** / the owner to fill in the relevant parts of the claim form. **We** will not pay for any fee charged by the vet for doing this. **We** cannot accept any liability for a claim if this form has not been returned to us immediately and at most within 21 days of the claim arising. **We** cannot offer a settlement for a pedigree pet unless **we** are sent a recognised club registration document, pedigree certificate and purchase receipt. (**You** / the owner must pay for these.)
- It is **your** / the owner's responsibility to prove the value of any **animal**. **We** will take into account the age, sex, breed and whether the **animal** is a registered pedigree or not. It must be accepted that an **animal's** value is likely to become less as it gets older. Settlement is limited to a maximum of 75% of the sum insured value for neutered dogs or cats and further limited to 50% of the sum insured value for dogs and cats aged 6 years or more.

GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

- How to claim: On discovering any accident, **illness**, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, **you** must immediately notify and give full details to **our** head office: The Equine and Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done in writing, by phone, fax or e-mail. If **you** have not received an acknowledgement from us within 14 days after **you** sent it, **you** must send us the details again by recorded delivery. **You** must co-operate fully and truthfully to give us any information **we** may need.
- We** are liable only if **we** have received the correct premium before the start of each **period of insurance** or within the credit period if **we** have

allowed one to a broker or intermediary.

3. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a charge of £3.99 to **your** next payment.
4. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
5. **You** must not mis-state, or omit or conceal a **material fact** from the proposal for this insurance or when renewing it or claiming against it. Otherwise the policy is void and **we** will not return the premium.
6. 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.
7. If **you** do not agree with us:
 - a. If any dispute arises as to the amount to be paid under the policy, it 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 adds to **your** legal rights and does not replace them.
 - b. If the disagreement is because of different opinions of vets, **we** can appoint an independent vet whom **you** must also agree to. The fees for this vet will be shared equally by **you** and us. The vet's decision will be binding on both of us.
8. **We** are not liable to pay any claims (including public liability) caused by an **animal** straying, escaping, damaging property, attacking the general public or other animals, if it has a history of doing this. However, **you** are covered if **you** told us about the **animal's** history and **we** accepted it in writing.
9. When any dog is on a public highway, it must be on a collar and lead under control.
10. **You** must always take reasonable steps to prevent accidents, **illness**, loss and damage and to minimise any claim under this policy. **You** must take proper care of any **animal** while it is in **your** care.
11. **You** must immediately notify us in writing of any alteration in **your** trade or business which may increase the risk of **injury**, loss or damage, including changes in the number of employees.
12. 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.
13. 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 despatched 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.

GENERAL EXCLUSIONS

We will not be liable for the following:

1. Any medical **condition** that existed or showed **clinical signs** before **grooming** commenced.
2. Any **animals** owned by **you** or **animals** less than 8 weeks old.
3. All losses arising from any dog or cat being neutered or spayed.
4. Any claim as a result of any sexually transmitted disease, rabies, Aujesky's Disease, Leishmaniasis, epidemic outbreaks whether vaccinated against or not or any 'notifiable' disease.
5. Any loss following confiscation, destruction or restrictions ordered by local or government authority.
6. **We** will not cover claims that result from malicious, wilful or criminal behaviour by one of the following people: **you**; any member of **your** family; an employee or **your** employer; a guest or any person who has a contract with **you** or a business relationship with **you**; any other person **you** are responsible for; or any person leading or meant to be responsible for any **animal**.
7. Any loss, which is the result of **your** breaking the United Kingdom regulations on **animal** health and importing animals.
8. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
9. All losses arising as a result of any **animal** undergoing an organ transplant.
10. 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.
11. Any legal liability or consequence associated with or caused by:
 - a. war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - b. civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock outs;
 - c. military power or coup;
 - d. nuclear or radioactive escape, accident, explosion, waste or contamination;
 - e. aircraft or other aerial devices.
12. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence 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 suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary **treatments** (which may vary depending on **your** location) and general information about the breed of **your pet**.
 - (c) Changes to **your** circumstances such as the age of **your pet** or any change to **your** address.
 - (d) Changes due to legislative, tax or regulatory requirements such as:
 - (i) expenses related to providing the insurance
 - (ii) policy 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 policysadmin@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.