

DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those who want cover for veterinary treatment of their pet for up to 365 days after the occurrence of an injury or after the pet displayed clinical signs of an illness

INTRODUCTION

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

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**.

We reserve the right, upon each renewal of **your** policy, to make changes to the scope of your insurance cover including, but not limited to, **excess** and premium levels. However, there is no guarantee that **we** will offer to renew **your** insurance and/or **we** may cease to underwrite the policy at any time for whatever reason.

WHAT YOU SHOULD DO

Please read the policy as soon as **you** receive it. If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read the policy carefully as it may contain new benefits, terms and conditions. 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.

It is up to **you** to make sure that the entire policy and policy schedule meet **your** needs; **you** must tell **us** immediately if this is not the case.

YOUR PROMISE TO US

You promise that **your pet** is sound and in perfect health at the start and renewal of the **policy term**, and that **your pet** does not have any **illness** or **injury** except for those notified to **us**. Any **pet** that does not meet these health standards will not be covered for any **illness** or **injury** present at commencement of the **policy term**.

PARTICULAR POINTS ABOUT COVER

The policy covers **your pet** whilst **you**, or anyone with **your** permission, is looking after it. **We** only insure **you** when **we** accept a satisfactory proposal form and issue a policy schedule, and when **you** have paid **us** the correct premium before the start date of the **policy term** 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 **policy term**, **we** will not have to return any part of the premium for that period of time.

The proposal form **you** fill in is the basis of this contract. **We** provide insurance under the policy for the specific sections in the policy schedule (or any endorsement) for events that occur anywhere in the **UK** during the period of insurance.

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.

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 only up to the limit of cover shown in the policy 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.

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**.

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.

Fraud Prevention and the sharing of information

If **we** are in possession of information which **we** believe to be untrue, misleading or potentially fraudulent, **we** will pass the information to the relevant legal/statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.



Francis Martin
Chief Executive Officer
Signed on behalf of The Equine & Livestock Insurance Company Limited.

DEFINITIONS

Below is a list of definitions for the meaning of pertinent words that appear in the policy. Where the below definition applies the word, or a pluralisation of the word, will appear in bold.

Accident - an event that happens completely by chance with no planning or deliberate intent.

Bilateral Condition - any **condition** affecting body parts of which your pet has two, one each side of the body such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae. When applying a benefit or exclusion **Bilateral Conditions** are considered as one **condition**.

Clinical signs - changes in the **pet's** normal healthy state, **condition**, appearance, its bodily functions or behaviour.

Complementary treatment - physiotherapy, hydrotherapy, acupuncture, homeopathic or herbal medicines. Note: all complementary treatment must be carried out by your vet or a suitably qualified person (who is a member of a recognised association) recommended by your vet.

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. This amount is deducted from the maximum level of cover. 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.

Illness - physical disease, sickness, infection or failure which 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

Pet - the **pet** identified as insured in the policy schedule.

Policy Term:

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

Lunar Monthly - Runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:

- a) the date **your pet** dies;
- b) the expiry of the current **policy term**;
- c) if **you** fail to renew **your** policy and/or
- d) if **we** choose not to renew **your** policy for whatever reason
- e) the date **you** fail to pay **your** premium;
- f) the date **you** cancel **your** policy;
- g) the date **we** cancel **your** policy for whatever reason.

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

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

UK - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Veterinary Fees - the customary and essential amount vets typically charge when providing **treatment** for **injury** or **illness**.

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

You/Your - the policyholder or any person this insurance applies to.

SECTION 1 - VET'S FEES

Cover

We pay up to the amount shown in the policy schedule for **treatment** and/or **complementary treatment**, following the diagnosis of a specific **illness** or **injury**.

Where **we** consider:

- **veterinary fees** charged appear greater than conventional fees charged by an attending/referral practice; and/or
- **treatment** received may not have been required or may have been excessive when compared with **treatment** conventionally undertaken by an attending/referral practice,

We reserve the right to obtain a second opinion from **our** veterinary advisor; where there is a dispute **we** will pay only those **veterinary fees** deemed reasonable and essential by **our** veterinary advisor.

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

Limitations to Cover

- **We** will contribute a sum of 30p per cat and 60p per dog per day up to the limits specified in the policy schedule to assist towards the cost difference between **your pet's** normal diet and any special diet prescribed by, and only available from, **your** vet as part of the **treatment** to dissolve bladder stones or crystals in urine up to a maximum of £100 per **condition**.
- **We** will contribute up to £90 per day for house calls/out of hours calls if **your** vet has confirmed that **your pet** was suffering from a life endangering condition.
- **We** will contribute up to £40 per day towards hospitalisation fees. Note: there will be a fixed deduction of 10% from any recoverable hospitalisation costs claimed for under the policy to account for the normal cost of **pet** ownership such as housing, bedding and food.
- **We** will contribute up to £20 per occasion towards the costs of interpretation fees. **We** will contribute up to £250 per **condition** towards hydrotherapy costs.
- **We** will contribute up to £45 per day for the costs of consultation fees for each separate visit to/by the vet as a result of the **condition**. The limit is increased to £90 per day for referral vets.

Exclusions

1. Costs resulting from an **injury** or **illness** that:

- (a) first showed **clinical signs** before **your pet's** cover started,
- (b) is the same as or has the same diagnosis or **clinical signs** as an **injury, illness** or **clinical signs** **your pet** had before cover started;
- (c) is caused by, relates to or results from an **injury, illness** or **clinical signs** **your pet** had before cover started.

(d) is congenital.

2. **Treatment** received or prescribed for use by **your pet** after insurance cover lapses for whatever reason.
3. Costs for cosmetic **treatment**, routine **treatment** or preventative **treatment** recommended by **your** vet to prevent **injury** or **illness** including but not limited to, trimming, scaling, polishing teeth and the removal of deciduous teeth, vaccinations, spaying, castration, removal of retained testicles, de-matting, grooming or nail clipping, killing and controlling fleas, breeding and any claims arising as a result of these procedures.
4. Any costs arising from vicious tendencies or behavioural problems not related to **illness** shown by **your pet**.
5. Costs of putting a **pet** to sleep, cremation and disposal.
6. Costs not backed up by a receipt/invoice showing full details of the costs incurred.
7. Any costs incurred 365 days after the occurrence of an **injury** to the insured **pet**, or after the insured **pet** displayed **clinical signs** of an **illness**.
8. Costs for **treatment** of **conditions** arising from **your pet** being overweight, except weight gain as a result of a diagnosed **illness**.
9. Prescribed diets other than those detailed above.
10. Any costs incurred in undergoing diagnostic tests unless there is a clear symptom or **clinical sign** present.
11. Any costs incurred by the attending and/or referral vet including but not limited to the prescription of medication not dispensed by the vet, administration fees, dispensing fees, clinical waste fees, handling fees and/or postage and packaging.
12. Any **injury** or **illness** occurring outside of the **UK**.
13. **We** do not cover any claim in relation to **your pet** being pregnant or in relation to giving birth including false pregnancies.
14. The cost of buying or hiring equipment (including baskets, cages, bedding or litter).
15. Any claim as a result of tooth or gum disease.
16. Any fees for surgical equipment that can be used more than once.
17. Any costs relating to prosthetic limbs and cost in relation to the fitting of a prosthetic limb except hip and/or elbow replacements.
18. Claims for and relating to umbilical hernias.
19. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.
20. The **excess** applicable to this section of cover.

SECTION 2 – DEATH OF A DOG OR CAT FROM INJURY OR ILLNESS

Cover

We pay the market value, the price paid or the sum insured (whichever is less) if **your pet** dies during the **policy term** or is put down for humane reasons because of **injury** or **illness** that happened or started within 365 days of the death. The death must occur within 365 days of the onset of the **illness** or **injury**. **You** must tell **us** immediately of the onset of an **illness** or **injury**.

Limitations to Cover

- **We** will pay up to a maximum of 50% for **pets** aged 6 years or more.
- **We** will pay up to a maximum of 75% for neutered **pets** up to the age of 6 years.

We can only offer a settlement for a pedigree **pet** if **you** send **us** a recognised club registration document, pedigree certificate and purchase receipt. (**You** must pay for these). If **you** are unable to provide a purchase receipt, **you** will receive a payment of £40 for cats and £75 for dogs.

Exclusions

1. Putting a **pet** to sleep due to law, regulation, a government department, a public authority or similar, or order related to a 'notifiable' disease.
2. 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**.
3. Putting a **pet** to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or problems with its behaviour.
4. Death due to **illness** of any dog or cat aged 8 years or over at the inception or renewal date.
5. **We** do not cover any claim in relation to **your pet** being pregnant or in relation to giving birth.
6. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2

1. If there is any **illness**, or **injury** to, **your pet** **you** must immediately get a qualified vet to treat **your pet** (**you** must pay for this). **You** must provide a report from the attending vet about the condition of **your pet** (even if it dies).
2. If **your pet** dies, **you** must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at **your** expense if the cause of death is unknown.

SECTION 3 – BOARDING KENNEL/CATTERY FEES

Cover

We pay the cost of boarding **your pet**, up to the amount

shown in the policy schedule, for the duration that **you** are a registered inpatient of a hospital for a minimum of 3 days as result of any bodily **injury**, sickness or disease and where there is no other responsible person who can care for **your pet**.

Exclusions

1. Any claims by **you** or **your** partner for:
 - (a) pregnancy;
 - (b) any hospital treatment that was expected or probable when **you** started or renewed this insurance;
 - (c) any pre-existing medical condition.

CONDITIONS WHICH APPLY TO SECTION 3

1. **You** must provide **us** with a receipt from the boarding establishment detailing the owner's name and address, the name of **your pet**, the dates **your pet** was cared for and the daily/total charges.
2. **You** must also provide **us** with a medical or discharge certificate from the hospital.

SECTION 4 – HOLIDAY CANCELLATION

Cover

If **you** have to cancel or curtail **your** holiday because **your** cat or dog needs emergency life-saving surgery as a result of an **accident** or **illness** occurring within 14 days of your actual or proposed departure date, **we** pay, up to the amount shown in the policy schedule, any costs not covered from your travel insurers.

You will need to obtain (at **your** own cost) receipts from the travel company, tour operator or other similar party for the expenses that are being claimed, clearly showing dates and the charges **you** have incurred.

Exclusions

1. Surgery for non-life-saving operations.
2. Costs for any holiday booked less than 28 days before **you** leave.
3. Expenses that can be claimed from any other source.

SECTION 5 – LOSS BY THEFT OR STRAYING

Cover

We pay the market value, the price paid or the sum insured (whichever is less) if **your pet** is not found within 28 days of straying or theft from your address or an alternative address as shown in the policy schedule. **You** must report the loss of **your pet** to the Police and local animal welfare centres immediately upon discovery.

We pay up to the amount shown in the policy schedule for the cost of advertising for the return of **your pet** or paying a reward which leads to its return. **You** must obtain **our** written agreement before offering a reward and provide written substantiation of loss i.e. a witness statement.

Limitations to Cover

- **We** will pay up to a maximum of 50% for **pets** aged

6 years or more.

- **We** will pay up to a maximum of 75% for neutered **pets** up to the age of 6 years.

We can only offer a settlement for a pedigree **pet** if **you** send **us** a recognised club registration document, pedigree certificate and purchase receipt. (**You** must pay for these). If **you** are unable to provide a purchase receipt, **you** will receive a payment of £40 for cats and £75 for dogs.

Exclusions

1. Theft which does not involve forcible and violent entry to a secure area, such as a pen or **your** home.
2. Any reward to a member of **your** family or somebody residing at **your** address.
3. Any claim where **you** have given the **pet** to someone else and they have failed to return it.

SECTION 6 - ACCIDENTAL DAMAGE

Cover

We insure **you** for **accidental** damage to personal property that is not owned by **you**, a member of **your immediate family**, a relative, employee, guest or other person who is responsible for or in control of **your pet**. **You** are covered while the **pet** is visiting someone else's property, whether or not **you** are legally liable for the damage. **You** must give **us** evidence of the loss. The damaged item must not be disposed of without **our** written consent.

Exclusions

1. Damage to any motor vehicle or its contents.
2. Damage caused by **your pet** vomiting, defecating (fouling) or urinating.
3. Damage while the **pet** is left unattended.

SECTION 7 - BURGLARY REWARD (DOGS ONLY)

Cover

If **your** family **pet** restrains a burglar in **your** home and this leads to a conviction of the person involved, **we** pay up to the amount shown in the policy schedule.

Exclusions

1. Any property connected with a business or any commercial operation.
2. Any dog not kept purely as a family **pet** unless the policy schedule specifically identified **your pet** as a working dog.

SECTION 8 - PUBLIC LIABILITY (DOGS ONLY)

Cover

We insure **you** up to the amount specified in the policy 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 **policy term and** caused by or through **your** ownership of the dog specified in the policy schedule.

We also insure **you** up to the amount specified in the policy schedule in respect of **your** costs and expenses of defending criminal proceedings, incurred with **our** written consent, if **you** are prosecuted under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.

Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
3.
 - (a) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any claim for **our** own benefit;
 - (b) **You** must allow **us** to take proceedings in **our** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
 - (c) 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 which the claim(s) can be settled for; thereafter
 - (d) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment; up to the limit of the indemnity specified in the policy schedule.

Exclusions

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 the insured dog for hire or reward.
2. Death or bodily injury to **you**, any person handling the insured dog with **your** permission or consent, any person that lives with **you**, any member of **your immediate family**, **your** agent or licensee, 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 or business relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person handling the insured dog with **your** permission and consent, any person that lives with **you**, any member of **your immediate family**, **your** agent or licensee, 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 or business 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. The proportion of loss not directly attributable to the insured dog in respect of death or bodily **injury**, loss or damage to property sustained in an incident involving the insured dog and other animals.
7. Death or bodily injury, loss or damage to property as a result of the insured dog's interaction with other animals or worrying sheep.
8. Death or bodily injury, loss or damage to property as a result of any person handling the insured dog without **your** permission or consent.
9. Liability created by an agreement which would not have existed in the absence of the agreement.
10. Fines, compensation and prosecution costs following **your** prosecution under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.

SECTION 9 - TRANSPORT COSTS

Cover

We cover **you** up to the amount shown in the policy schedule for any essential public transport or personal mileage costs incurred if **your** vet refers **your pet** to another practice or veterinary school. Personal mileage costs will be calculated at 11p per mile.

Exclusions

1. Any repeat journey costs unless agreed by **us**.
2. Any loss not substantiated by a public transport receipt or full details of mileage travelled.

SECTION 10 - PERSONAL ACCIDENT

Cover

We cover **you** up to the amount shown in the policy schedule for income lost as a result of **you** being bitten by **your pet** whilst **you** are caring for it.

Exclusions

1. Any losses incurred without a doctor's note to confirm the incapacity.
2. Any **pet** that is known to have vicious tendencies unless **we** have been previously told about this and have accepted it in writing.

CONDITIONS OF SETTLING CLAIMS

1. The attending and/or referral vet and all previous vets must provide **us** with any information requested; **you** must pay for any costs incurred. If **we** ask **you** to take **your pet** to a vet of **our** choice, **you** must do so.
2. Once **we** are notified of a claim, **we** can disclose information about **your** policy to any vet involved in treating **your pet**. **We** may also disclose information about **your** policy with other insurers where necessary.
3. This is a policy of indemnity; **we** are not liable to pay any **vets fees** claim until the **treatment** for the **condition** is completed; **we** may choose to offer an interim payment at **our** own discretion.
4. If any information is provided in a foreign language **you** will be responsible for any costs involved in translating the information provided.
5. **Your pet** must have a general health check and subsequent **treatment** recommended by the vet every 12 months. If **you** do not have a general health check which could have detected a **condition** earlier it will invalidate any claim. Any general health check will be at **your** own cost.
6. Any insured dog must be kept in a secure area. Any fences and enclosures must be capable of retaining the dog and all gates, openings and so on must be kept secure. When any insured dog is on a public highway, it must be on a collar and lead under control.
7. **We** are not liable to pay any claims (including public liability) caused by a **pet** straying, escaping, damaging property, attacking the general public or other **pets**, if the **pet** has a history of doing this. However, **you** are covered if **you** told **us** about the **pet's** history and **we** accepted it in writing.
8. If **your** policy renews or is upgraded after the start of a claim but prior to settlement of the claim, **we** will base the settlement amount on the basis of the cover level stated in **your** policy schedule applicable at the date of the onset of the **condition**. **You** cannot increase the level of cover applicable to a **condition** after the onset of that **condition**.
9. 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.

GENERAL CONDITIONS

1. The **pet** must be owned by the named insured as stated on **your** policy documents. The policy will cease immediately if **you** no longer own the **pet**; **your pet** must either wear a collar and ID tag at all times or be microchipped.
2. **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 nor

POLICY WORDING

meet any claim.

3. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
4. **You** must notify **us** as soon as possible of any change in circumstances relevant to this policy, including change of address. 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.
5. 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 pet's** age or medical history.
6. **We** are liable only if **we** have received the correct premium before the start of each **policy term** or within the credit period if **we** have allowed one to a broker or intermediary.
7. 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.
8. **We** will deduct any amount due to **us** from any claim settlement.
9. If **you** submit a claim relating to a previous **policy term** **we** may backdate any exclusion to the start of the relevant **policy term**.
10. If **your pet** has suffered from a **condition** that has not been disclosed to **us** at the inception of the policy, **we** may place an exclusion retrospectively to the date of inception.
11. **You** must always take reasonable steps to prevent **accidents, illness**, loss and damage and to minimise any claims under this policy. **You** must have the **pet** wormed regularly and protect it from infections or contagious disease by keeping it isolated. **You** must also have the **pet** vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis and cat flu for cats. **You** must also agree to have **your pet** vaccinated against any other disease **your** vet feels is necessary.
12. 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.
13. 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.
3. Any costs arising as a result of any confirmed congenital illness/disease.
4. All claims arising from the insured **pet** being neutered or spayed.
5. Any **condition** that is excluded from cover.
6. Outside of the **UK** - the costs of any **treatment** received, or **injury** that occurred or **condition** that displayed **clinical signs**.
7. Any claim which is the result of **your** breaking the **UK** regulations on animal health and importing animals.
8. Any claim as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks whether vaccinated against or not, or any notifiable disease.
9. All claims arising as a result of **your pet** undergoing organ transplants.
10. The policy does not cover using any insured **pet** in any trade, profession or business, unless **we** have agreed in writing to cover this.
11. Any costs incurred after **we** stop receiving **your** premium.
12. Any claims howsoever arising from vicious tendencies or behavioural problems shown by **your pet**.
13. Any claim as the result of **your pet** worrying livestock.
14. **We** will not pay for any claims which are not expressly covered by the terms and conditions of this policy.
15. Any financial loss as the result of a change in foreign exchange rates.
16. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, willful or criminal act by:
 - (a) **you** or someone acting on **your** behalf; or
 - (b) someone caring for or in control of the animal;
 - (c) one of **your** family, relations, agents, employees, licensees, paying guests, someone living with **you** or other person in contractual relationship with **you**.
17. Any claim caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
18. 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.

GENERAL EXCLUSIONS

1. Any medical condition that existed or is connected to a condition that existed before the insurance policy began.
2. Any claims for **illness** and/or disease displaying **clinical signs** within 14 days of policy inception.

19. **We** do not cover any claim caused by, happening through, in consequence of or contributed to by:
- Influenza or any derivation or variant thereof;
 - arising from any fear or threat (whether actual or perceived) of such Influenza;
 - 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.

MAKING A CLAIM

On discovering any **accident, injury**, death, theft or straying, giving rise or likely to give rise to a claim under the policy, **you** need to obtain a claim form. **We** cannot make any decision regarding **your** claim without a claim form and any relevant information required. The quickest and easiest way to obtain a claim form is on **our** website. Log on to www.eandl.co.uk and **you** will be able to download a claim form from the Claims section on the Contact Us page. If **you** do not have access to the internet please contact **us** either by email at claims@eandl.co.uk or by phone on 03300 243 438 and **we** will be able to send **you** a claim form through the post.

It is **your** responsibility to ensure that all the information submitted is correct.

Once **we** have received **your claim form we** will send an acknowledgement of receipt. **We** will then only contact **you** again if **we** require any further information to process **your** claim. If **we** require further information **we** ask that **you** co-operate fully and truthfully to give **us** any information **we** may need. Once the claim has been completed **we** will notify **you** of **our** decision. If **you** have not had any contact from **us** within 5 working days of sending the claim form please contact **us** either by email at claims@eandl.co.uk or by phone on 03300 243 438.

If **you** require any assistance with any aspect of **your** claim please contact **us** either by email 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.

PREMIUM AND EXCESS REVIEW

- The premium and **excess** for this policy is reviewed at least once a year.
- When reviewing **your** premium and **excess we** will consider any future impact to one or more of the following.
 - 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.

- 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**.
- Changes to **your** circumstances such as the age of **your pet** or any change to **your** address.
- Changes due to legislative, tax or regulatory requirements such as:
 - expenses related to providing the insurance
 - policy lapse rates which means the average time policies are held
 - interest rates
 - tax rates
 - the cost of any legal or regulatory requirements

- 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.
- If **we** change **your** premium and/or **excess** and **you** do not wish to continue **your** cover, **you** should contact us to cancel.

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.

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.