

## POLICY WORDING

### DEMANDS AND NEEDS - PRODUCT SUITABILITY

This product meets the demands and needs of those in full-time tertiary education studying to achieve a formal qualification who primarily want to protect their contents

### 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** insurance:

(a) Such changes as **we** believe, in good faith:

- (i) are appropriate for the type of policy **you** hold with us; and
- (ii) will produce an overall benefit for **you**.

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

(b) Such other changes which **we** believe, in good faith, **we** have a valid reason to make. Those changes may include:

- (i) changes made to clarify the terms of the policy;
- (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
- (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

**We** do appreciate, however, that when the time comes **you** may not want us to make those changes, and **we** explain below the protections **we** will put in place to ensure that **you** have an opportunity to consider those

changes and to refuse them, should **you** wish to do so, before **your** insurance is renewed.

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

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

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

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

## INTRODUCTION AND IMPORTANT NOTES

**We** have pleasure in introducing this insurance policy from E&L, for students who wish to cover their possessions while living in halls of residence, bedsits, digs, shared accommodation or flats. 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.

#### What you should do

The policy details the cover **we** provide. Please read the policy as soon as **you** receive it. If **you** do not keep to the terms and conditions, **your** policy could become void or **we** may not be able to accept liability for a claim. If **you** are not entirely happy with it, 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.

This policy may include new benefits, terms and conditions. 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 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 the case.

#### Particular points about the cover

The policy is a contract of insurance. **We** will only insure **you** when **we** accept a satisfactory proposal form and issue a schedule, and when **you** have paid us the correct premium before the start date of the **period of insurance** or within 28 days if **we** allow a credit period to an 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 those specific sections in the schedule or any endorsement.

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. **We** will not be liable for more

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than the limit of cover shown in the relevant part of the schedule. The policy depends on warranties, conditions and exclusions. If **you** ask, **we** may agree to change any part of the policy.

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.



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

## GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or Isle of Man. Unless all risk cover is applicable and stated on the schedule.

**Your** personal possessions and college/landlord's property are covered while;

- At college/school/residence or **permanent** home address as specified on the schedule as being **your** risk address.
- At any designated secure storage area on campus that has been notified to and agreed by the Company. This includes **your** term-time risk address if the 'Holiday Room Cover' is applicable and stated on **your** schedule.
- In direct transit between **your** home and term time residence at the beginning and end of each term. This includes refuelling, roadside refreshment stops and breakdown, but not including stops of any other kind.

## DEFINITIONS

**Approved cycle lock** - lock approved by us, tested by Sold Secure.

**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. Includes death or disablement within 365 days from the date of the accident by which such injury is caused.

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

**Loss of auditive power** - complete and irrecoverable and irredeemable loss of hearing in both ears.

**Loss of limbs** - physical severance or complete and irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**Loss of sight** - complete and irrecoverable and irredeemable **loss of sight** in one or both eyes.

**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 polices, 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 expiry of that period is beyond hope of improvement (total **permanent** disablement shall be construed accordingly).

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

**Unattended** - left without an adult in charge who is responsible for its safekeeping. Unoccupied - when no adult is in authorised residence of the premises for any period longer than 24 hours.

**Virus or Similar Instrument** program code, programming instructions or any set of instructions from an unauthorised source loaded to your gadget and/or mobile phone against your wishes intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, but not limited to Trojan horse, worms or logic bombs.

**We** - The Equine & Livestock Insurance Company Limited.

**You** - the policyholder or any person named in the schedule.

## SECTION 1 - PERSONAL POSSESSIONS

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

- Theft from premises as detailed in geographical limits.
- Fire, lightning, explosion or thunderbolt.
- Storm or flood, plus escape of water from a fixed water drainage or heating installation.
- Escape of oil from a fixed oil-fuelled heating installation.
- Vandalism.

## SECTION 2 - COLLEGE / LANDLORD'S PROPERTY

**We** will cover **you** in respect of **your** legal liability for college or landlord's property for which **you** are

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responsible as a tenant, up to the amount specified in the schedule following loss due to:

- Theft from premises as detailed in geographical limits.
- Fire, lightning, explosion or thunderbolt.
- Vandalism.

### LIMITATIONS APPLYING TO SECTIONS 1 AND 2

1. There is a single item limit equal to 25% of the total sum insured.

### SECTION 3 - PEDAL CYCLES

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company.

**We** will cover **your** pedal cycle if it is itemised on **your** schedule, up to the amount specified. Cover is for total loss or destruction as a result of:

- Fire.
- Theft.

### SECTION 4 - ALL RISKS

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the Company.

**We** will cover any item specifically detailed under the All Risk section of the schedule for any loss, theft, destruction or damage occurring anywhere in the UK. Cover includes 30 days world-wide cover.

#### Conditions

1. **You** must tell us in advance of any travel outside the UK and **your** policy must be endorsed accordingly for All Risk cover to be in force.

#### Exclusions

1. Any single item worth more than £1,000 outside the UK.

### SECTION 5 - COMPUTERS: ROOM ONLY COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company.

Cover is for theft of the computer equipment. Theft must occur while the computer equipment is situated in **your** term-time room address. **We** will pay up to the amount specified in the schedule in respect of those items individually stated.

### SECTION 6 - COMPUTERS: ALL RISK COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company.

Cover is for loss, theft, destruction or damage occurring

anywhere in the UK. **We** will pay up to the amount specified in the schedule in respect of those items individually stated. Cover includes 30 days world-wide cover.

#### Conditions

1. **You** must tell us in advance of any travel outside the UK and **your** policy must be endorsed accordingly for All Risk cover to be in force.

#### Exclusions

1. Any single item worth more than £1000 outside the UK.
2. **We** will not pay any claim directly or indirectly caused by or contributed to by or arising from:
  - a. the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
  - b. failure of the internet, or loss of use, reduction in functionality, cost, expense or whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
3. **We** will not pay any claim arising out of the transmission or receipt of a **Virus or Similar Instrument**.

### SECTION 7 HOLIDAY ROOM COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company (except for policies which have a hall of residence as the term-time risk address in which case cover is included as standard).

#### Cover

**We** will pay for loss or damage to **your** personal possessions, due to those perils detailed in Section 1, occurring while **your** possessions are left in **your** unoccupied room(s) at **your** term-time address during holiday periods.

#### Exclusions

1. Any loss, if **your** possessions were left in **your** room for more than 35 days during each holiday period.
2. Any loss, if **your** possessions were not locked securely in an unoccupied room(s) and **you** had sole access to that room(s).
3. Any loss in **excess** of the amount detailed in **your** schedule.

### SECTION 8 - PUBLIC LIABILITY

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

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

for claims made against **you** for death or bodily injury arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** and caused by or through **your** use

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of insured items specified in the schedule.

### 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 **your** name, at our own expense and for our own benefit, to recover compensation or secure an indemnity from any third party; shall give all information and assistance **we** require.
4.
  - (a) 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
  - (b) **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 schedule.

### Exclusions

This policy shall not apply to liability in respect of:-

1. Death or bodily injury sustained in connection with **your** carrying on of any trade, business or profession or use of the insured items for hire or reward
2. Death or bodily injury to **you**, any person handling the insured items with **your** permission or consent, any members of **your** household, 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. 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.
4. 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.
5. Death or **bodily injury** as a result of any person handling the insured items without **your** permission or consent.
6. Liability created by an agreement which would not have existed in the absence of that agreement.
7. Death of **bodily injury** as a result of animals in **your** possession, ownership, custody or control.

8. Death or **bodily injury** as a result of **your** ownership, use or occupation of land or buildings.

## SECTION 9 - FRAUDULENT USE OF CREDIT CARD

**We** will cover **you** for the fraudulent use of all credit cards up to the amount specified in the schedule.

## SECTION 10 - COLLEGE PROPERTY ON LOAN

**We** will cover **you** up to the amount specified in the schedule in respect of any legal liability for loss or damage to any college equipment on loan to **you**, for which **you** are personally responsible.

## SECTION 11 - PERSONAL ACCIDENT

**We** will cover **you** up to the amount shown in the schedule if **you** have an accidental **bodily injury** caused by use of the insured items during the **period of insurance** shown on the schedule resulting in;

- Death.
- Total and irrecoverable **loss of sight** in one or both eyes.
- Total loss by physical severance or complete and irrecoverable loss of use of **one or both limbs**.
- Total and irrecoverable **loss of auditive power** of both ears.

## SECTION 12 - PERMANENT DISABLEMENT

**We** will pay up to the amount specified in the schedule if **you** are injured as a result of an accident caused by external, violent and visible means as detailed below and this injury results in **permanent** disablement within 365 days of the accident.

**We** will cover accidents caused by:

- Thieves or fire in **your** room(s).
- Mugging or assault, including in the street or other public places anywhere in the UK.
- Any motor vehicle or public transport accident while **you** are a passenger or pedestrian or any other accident.

## SECTION 13 - MISSED EXAMS

If due to an accident causing **bodily injury** which is covered under Sections 11 or 12 **you** are unable to take exams **we** will pay up to the amount specified in the schedule towards additional costs reasonably incurred by **you** of re-sitting the exams.

## SECTION 14 - REIMBURSEMENT OF FEES, RENT & COLLEGE EXPENSES

**We** will cover **you** up to the amount specified in the schedule for any fees, rent or college non-recoverable expenses that are paid in advance. Alternative

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accommodation expenses must be incurred for the period **you** are unable to attend college in **excess** of seven days, following an accident causing **bodily injury** that is covered under Sections 11 or 12.

### SECTION 15 – ACCIDENTAL DEATH OF PARENT

**We** will pay **you** up to the amount specified in the schedule if a parent or guardian on whom **you** rely to help finance **your** course dies as a result of an accident caused by external, violent and visible means.

### SECTION 16 – TELEPHONES & METERS

**We** will pay **you** up to the amount specified in the schedule for loss or damage to college / landlord's telephones and meters for which **you** are legally responsible as a tenant.

### EXCLUSIONS APPLYING TO SECTIONS 1 TO 16

1. Theft by deception.
2. Smoke damage and damage to interior decorations.
3. Loss due to frost subsidence, ground heave or land slip, or flood caused by escape from premises/pipe work not under ownership or control of the insured.
4. Any property not solely and exclusively owned by **you** (other than college/landlord's property covered under Section 2), and solely and exclusively for **your** use.
5. Any loss of canvas or collapsible units or theft from the same.
6. Any loss due to theft or attempted theft if the security requirements are not adhered to.
7. Loss of or damage to cycle accessories.
8. Losses if the cycle is not locked to a **permanent** fixture, unless garaged under lock and key at the risk address.
9. A motor vehicle UNLESS the equipment is placed in a locked boot or concealed under a parcel shelf or manufacturers internal fitted cover.
10. A convertible "soft-top" vehicle UNLESS the equipment is placed in a compartment which can only be opened by unlocking the boot lid and not by any other means, i.e. via the rear seats.
11. Loss from premises built substantially of anything other than brick, stone or concrete with slate, tiled or concrete roof or loss from caravans or trailers.
12. Theft from premises or vehicles unless proved by forcible and violent entry or exit, causing substantial damage.
13. Any loss of or damage to property left **unattended** in an open or public place or communal area.
14. Loss of cash, currency, banknotes, stamps, tickets, keys, documents, securities or the like.
15. Loss from any building left **unattended** or unoccupied (other than agreed storage areas or

**your** room if Holiday Room Cover as detailed under Section 7 applies).

16. Damage to electrical goods due to use contrary to manufacturer's instructions.
17. The cost of replacing data and software that was not purchased commercially or that was accidentally or deliberately erased.
18. Any sports equipment while in use.
19. Contact lenses.
20. Mobile phones.
21. iPads or iPods
22. **We** will not make a payment under Sections 11 or 12 for the same accident or the same person under more than one of the benefits listed in the schedule. After **we** have agreed to pay one of the scheduled benefits **we** will have no further liability for that person under this section.
23. **Bodily injury** that happens while under the influence of alcohol or drugs, or any act of deliberate self-inflicted injury or suicide by **you**.
24. Any loss as a result of pregnancy, child birth, physical defect, infirmity or medical condition, unless **we** have been told about it and have accepted it in writing.
25. Loss resulting from the insured undertaking hazardous pursuits unless **we** are given prior advice and the appropriate premium paid and any additional terms and conditions included as deemed necessary by us. (e.g. stunt work, flying, bungee jumping, parachuting, racing of any kind, climbing, winter sports, professional sports, under water activities, rallies and the like).
26. Death or injury as a result of **you** taking part in any naval, military or air force service or operations.
27. Any person over the age of 70 or under 18.
28. Any pre-existing condition.

## SECURITY REQUIREMENTS

For cover to be valid:

1. Items in transit must be professionally packed while in unaccompanied transit and adequately protected against damage when in accompanied transit.
2. Items in transit must be kept in a locked boot or compartment totally out of sight. **You** must ensure that access to these items cannot be gained by removing a shelf or partition.
3. Premises when left **unattended**, unoccupied or occupied overnight must have all doors, windows and other openings left closed, properly fastened and be securely locked with keys removed. Any alarms must be maintained in good order and put into effective operation. Windows in occupied bedrooms may be left open for ventilation. All doors, windows and walls must be of substantial structure.
4. All premises housing insured items must have;
  - (a) Locks approved to British Standard 3621 or a mortise deadlock of at least five levers on all

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- entrance doors of the building and/or doors to the insured area (including internal doors).
- (b) Key operated security devices to all opening windows, openings, skylights and the like on all floors including basements.
5. If the Bicycle is stored in a communal hallway it must be locked by means of an **Approved Cycle Lock** to an immovable object.
6. All accessories must be removed or locked or securely attached to the bicycle when left **unattended**.
7. Bicycles in premises or areas open to the public or at private premises between 6am and 9pm and not being used or supervised must be left where any potential theft can easily be seen and locked to an immovable object by an approved lock or kept in a separate and secure area not accessible by anyone other than the insured, and secured by a five lever lock to British Standard BS3621.

## GENERAL CONDITIONS

1. **We** are only liable 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 an agent.
2. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
3. **You** must not misstate 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.
4. **You** must take all reasonable steps to prevent loss, damage or accidents; maintain any property covered under this policy in a sound and roadworthy condition and make all reasonable efforts to reduce the effects of any damage. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any authority.
5. Upon the discovery of any loss, destruction or damage which may 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 Limited, 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** send it, **you** must send us the details again, by recorded delivery. **You** must co-operate fully and truthfully to give us any information that **we** need.
6. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim form. **We** cannot accept liability for a claim if the form has not been returned to us immediately, and at most within 21 days.
7. **You** must tell the police immediately if any property is lost, stolen or damaged as a result of attempted theft or vandalism, and do everything **you** reasonably can to get it back.
8. 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.
9. **You** must notify us as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **your** policy. **We** reserve the right to alter the terms of **your** policy immediately **we** are notified of such changes.
10. All losses must be backed up by receipts, estimates and reports for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller. All this information must be supplied at **your** own expense.
11. This insurance will stop covering any item as soon as **you** sell it or part with any interest in it, whether temporarily or permanently.
12. 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. The provision for arbitration adds to **your** legal rights and does not replace them.
13. In the event of property specified in **your** schedule being of greater value at the time of loss than the sum insured, **you** will be considered as being **your** own insurer for the difference and **you** will bear **your** fair share of the loss accordingly.
14. Where any insured item consists of articles in a pair or set, this policy will not cover more than the value of any particular part or parts which are lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
15. Settlement shall be on the basis of the sum insured less wear, tear and depreciation, subject to the limits of cover and replacement value. Residual/salvage value shall be taken into consideration. The age of an article is deemed to be at the time of loss.
16. **We** may reinstate, repair, or replace the property less an amount for wear, tear and depreciation. **We** may join with other insurers in doing so in cases where the property is insured elsewhere. Upon payment of any total loss claim the property in respect of which the payment is made shall belong to The Company.
17. As soon as possible after sustaining any injury or the start of any illness **you** must place **yourself** under the care of a duly qualified medical practitioner whose advice **you** shall follow. **You** must agree to any medical examination made on our behalf and in the event of death, **we** shall be entitled to make a post mortem examination at our own expense.
18. 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.
19. 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.

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20. 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.

12. Any claims as a result of any notifiable disease.

13. Loss or damage occurring while anyone other than the policyholder is using the insured bicycle.

## PREMIUM AND EXCESS REVIEW

1. The premium and excess for this policy is reviewed at least once a year.

2. When reviewing **your** premium and excess **we** will consider any future impact to one or more of the following.

(a) Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.

(b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed.

(c) Changes to **your** circumstances such as any change to **your** address.

(d) Changes due to legislative, tax or regulatory requirements such as:

(i) expenses related to providing the insurance

(ii) policies lapse rates which means the average time policies are held

(iii) interest rates

(iv) tax rates

(v) the cost of any legal or regulatory requirements

3. As a result of the premium and excess review, **your** premium and/or excess may go up, stay the same or go down and there is no limit to the amount of any change.

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

## 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,

## GENERAL EXCLUSIONS

1. There will be no benefits if a claim is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by: **you** or someone acting on **your** behalf; someone caring for or in control of the insured property; or one of **your** relations, agents, employees, licensees, paying guests or someone living with **you**.
2. Use of insured property for anything other than for social, domestic or pleasure purposes.
3. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power, terrorism or coup.
4. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
5. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
6. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
7. Any liability that arises only because of an agreement or contract.
8. Loss arising from wear and tear, gradual deterioration, moths, vermin or from any process of cleaning, repairing, alterations, dyeing or restoring any article.
9. Loss arising solely from electrical or mechanical breakdown or derangement.
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. **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.

## POLICY WORDING

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](mailto: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](mailto: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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk), website: [www.financial-ombudsman.org.uk](http://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](mailto: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](mailto: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](mailto: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](mailto: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

## POLICY WORDING

- National Pet Register
- [www.horse-insurance.co.uk](http://www.horse-insurance.co.uk)
- [www.pet-insurance.co.uk](http://www.pet-insurance.co.uk)
- [www.insurance4mycaravan.co.uk](http://www.insurance4mycaravan.co.uk)
- [www.my-weddinginsurance.co.uk](http://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

## POLICY WORDING

- 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

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

## 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@endl.co.uk](mailto:data@endl.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

## POLICY WORDING

- 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](http://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](http://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@eandi.co.uk](mailto:gdpr@eandi.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.