

**DEMANDS AND NEEDS - PRODUCT SUITABILITY**

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

**GENERAL NOTES****Disclosing material facts**

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

**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**

**We** have pleasure introducing this insurance policy from E&L, for people who own **caravans**. 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.

The policy sets out the cover **we** provide. Please read the policy as soon as **you** receive it. If **you** do not keep to the conditions, **your** policy could become void or **we** may not be able to accept liability for a claim. If **you** are not entirely happy with the policy, please return it to **us** within 14 days without making a claim. **We** will then cancel the policy and refund the whole of **your** premium.

**We** only insure **you** when **we** accept a satisfactory proposal form and issue a schedule, and when **you** have paid **us** the correct premium before the start date of the **period of insurance** or within 28 days if **we** allow a credit period to an agent. 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 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 may be needed if **you** have a claim. **We** will not be liable for more than the limit of cover shown in the relevant part of the schedule. The policy depends on the warranties

(promises), conditions and exclusions shown in it. **Your** agent will not be or become our agent for giving notice about any claims or any other matter. If **you** ask, **we** may agree to change any part of the policy.

### GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or Isle of Man, except as set out in Section 2.

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**.



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

### DEFINITIONS

**Awning** - A tent-like structure of fabric over a supporting framework, which can be attached to the side of a **Caravan**.

**Caravan** - the **caravan** specified in the **Policy Schedule** inclusive of fixtures, fittings, specified contents and accessories.

**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.

**Immediate family** - spouse or person living with **you**, children or parents.

**Inexperienced driver** - person responsible for driving the towing vehicle if within 1 year of first **caravan** ownership or usage.

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

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

**Policy Schedule** - the document specifying the policyholder's details and level of cover provided.

**Total Loss** - where the cost of repair of the Insured Item to E&L is more than the sum insured (less deductions).

**We** - Equine & Livestock Insurance Co Ltd.

**Working Farm**- A farm where in some capacity the

land is used for crop production and or livestock.

**You** - the person(s) named in the **policy schedule**

### SECTION 1 - CARAVAN, CARAVAN EQUIPMENT, PERSONAL EFFECTS AND AWNING

#### Cover

In the event of accidental damage, fire, flood, storm or theft to the **caravan we** will pay up to 100% of the **caravan** sum insured or market value, whichever is less

In the event of accidental damage, fire, flood, storm or theft to the **caravan** contents/accessories specified on **your policy schedule**. Settlement is limited to a maximum of the **caravan** sum insured value.

In the event of accidental damage, fire or theft to the specified **awning** where it is:

- attached to the **caravan**; or
- unattached and placed within a totally enclosed and safe building which has a patent 5 lever mortice deadlock and patent window locks; or
- unattached and placed completely out of sight in an enclosed space inside the **caravan**.

Settlement for claims as a result of accidental damage, fire, flood, storm or theft to:

- specified **caravan** contents/accessories will be based upon the cost price less depreciation, or sum insured/market value if less.
- external **caravan** panels may be subject to depreciation if there is evidence of wear and tear, such as dents or stress fractures.

#### New for old

If the **caravan** is totally destroyed or stolen within the new for old period stipulated in schedule, i.e. manufacturers date, replacement will be based on the sum insured value or new market value if less.

### SECTION 2 - EUROPEAN USE

#### Cover

This insurance lasts up to 90 days per occasion, up to a maximum total in a year of 260 days while the insured **caravan** is on the continent of Europe (including sea crossings).

**We** cover **you** against liability for enforced payment of customs duty following temporary importation of the insured **caravan** into any country in Europe, as a result of loss or damage insured under Section 1.

### SECTION 3 - RECOVERY AND DELIVERY COSTS

#### Cover

Applies to mainland UK only. **We** cover:

- The reasonable cost of removal of the **caravan** to

the nearest suitable repairer, if disabled by loss or damage as detailed under Section 1.

- The reasonable cost of redelivery of the caravan, after repair, to the **caravan** location specified on the **policy schedule**.

#### SECTION 4 - HOTEL ACCOMODATION AND REPLACEMENT HIRE

##### Cover

If the **caravan** becomes uninhabitable while away from the **caravan** location specified on the **policy schedule** for more than 24 hours because of loss or damage covered under section 1, **we** cover **you** for the amount specified in the **policy schedule** for the reasonable cost **you** incur of alternative accommodation or the hire of a **caravan** similar to **yours**.

Cover can be extended, on payment of a small additional premium, to include theft or damage occurring before the start of a holiday that cannot be repaired or replaced before the planned holiday.

##### Exclusions applying to sections 1 to 4

1. Trailer tents or tourers of non-rigid construction.
2. Loss caused by solid fuel, oil stoves, heating etc.
3. Depreciation, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **you**, a relation, agent, employee or licensee or guest (paying or otherwise) occupant, user, friend or landlord.
4. Jewellery, gold, silver, watches, furs, photographic equipment, audio-visual equipment including TVs etc., mobile phones, computers, software collections, business tools, equipment, books, documents, instruments, cash, cheques, credit cards or the like.
5. Loss or damage to tyres, however caused.
6. Loss due to delay or detention by the authorities.
7. Accidental loss or theft from **awnings** or toilet tents.
8. Accidental damage to **awnings** and tents caused by weather conditions.
9. Loss from theft or attempted theft if the specified security requirements are not adhered to.
10. Any unspecified contents or accessories.
11. Loss due to theft or attempted theft if not following forcible and violent entry or exit; or if the loss occurs at an unknown place; or if the loss is from the Residential Property specified on the **Policy Schedule** and cannot be identified as occurring within a defined 24-hour period.
12. Loss of or damage to contents (except for standard caravanning equipment - e.g. water containers, batteries) if not removed from the

**caravan** while it is not in use or when the site is closed for holiday occupation.

13. Damage to **caravan** while being loaded or unloaded from ships unless the vehicle towing the **caravan** is driven by **you**.
14. Loss or damage to china, glass or porcelain.

#### SECTION 5 - DRIVER COVER

##### Cover

**We** cover **you** up to the amount stated in the schedule for:

- The cost of standard class rail fares in mainland UK for **you** to return to **your** home address, if while **you** are on tour the driver of the towing vehicle becomes ill and no other member of **your** party is able to drive.
- The reasonable cost of returning **your** car and **caravan** to **your** home address.

##### Exclusions

1. Any illness or injury occurring before **your** journey began.

#### SECTION 6 - PERSONAL ACCIDENT

##### Cover

**We** cover **you** in the event of death following an accident while **you** are maneuvering the **caravan**, up to the amount stated in the **policy schedule**. Payment will be made to the Executor or Administrator of **your** estate.

##### Exclusions

1. Death not occurring within 90 days and as a direct result of the incident causing the injury.
2. Any person over the age of 75 or under 18.
3. Any person under the influence of alcohol or drugs.
4. Death as a result of the insured engaging in a military service, racing of any kind, competitions or any hazardous pursuits.
5. Death as a result of suicide or intentional self-injury.
6. Death as a result of pregnancy, childbirth, physical defect, insanity, infirmity or medical condition unless **we** have been told about this and have accepted it in writing.

#### SECTION 7 - PUBLIC LIABILITY

##### Cover

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

- amounts **you** become legally liable to pay and/or
- costs and expenses of defending litigation

incurred with our written consent

for claims made against **you** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** and caused by or through **your** use of the **caravan** specified in the **policy schedule**.

**Conditions**

1. **You** must not admit responsibility, offer, promise, pay or agree any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution inquest or fatal injury inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
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; **you** 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 **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 **caravan** for hire or reward.
2. Death or bodily injury to **you**, any person handling the insured **caravan** with **your** permission or consent, 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 **caravan** with **your** permission or consent, 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 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. Death or bodily injury, loss or damage to property as a result of any person handling the insured **caravan** without **your** permission or consent.
7. Liability created by an agreement which would not have existed in the absence of that agreement.
8.
  - (a) Death or bodily injury, loss or damage to property sustained whilst the **caravan** is being transported or towed by a motor vehicle, is attached to or becomes detached from a motor vehicle.
  - (b) Death or bodily injury, loss or damage to property sustained due to any motor vehicle used to transport or tow the **caravan**.

**SECTION 8 - FAMILY MEMBER COVER**

**Cover**

This cover only applies if a detailed endorsement is shown on the **policy schedule** and **we** receive the appropriate premium. Cover under all sections would then include any relative of **yours** using **your caravan** for social purposes with **your** permission.

**Exclusions**

1. Any person 25 years old or less.
2. Any hired use.

**CONDITIONS OF SETTLING CLAIMS**

1. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim forms. **We** cannot accept liability for a claim if these claim forms have not been returned to **us immediately**, and at most within 21 days.
2. For any claim, **we** may choose to repair, replace the property or pay the settlement figure.
3. All losses under Sections 1, 2, 3, 4 & 5 must be substantiated by dated receipts for the insured property or for any costs incurred.
4. **You** must provide all such information, explanations, proof of ownership and of loss and other such evidence as **we** may reasonably require.
5.
  - (a) Settlement for claims as a result of loss of, or damage to, specified contents/ accessories will be based upon the cost price less depreciation, or sum insured/market value if less.

## POLICY WORDING

- (b) Settlement for claims as a result of loss or damage to external **caravan** panels may be subject to depreciation if wear and tear, such as dents or stress fractures are evident.
- (c) Settlement for claims due to loss or damage to internal fixtures and fittings, e.g. upholstery, carpets, cookers, hobs and fridges will be subject to depreciation unless settlement falls within any applicable new for old period.
- You** must not dispose of any damaged items until **we** have had a chance to inspect them. **You** must not abandon salvaged items to **us**, unless **we** have instructed otherwise. Where the **caravan** is deemed by **us** to be a **total loss** or is stolen and a claim is paid, the **caravan** and any salvage will remain our property.
  - Confirmation and proof of **your** holiday booking must be provided for claims under section 4.
  - Loss or damage due to flooding unless daily inspections of the **caravan** and the **caravan** location specified in the **policy schedule** are carried out.
  - Claims for accidental loss or damage while the **caravan** is being towed by an **inexperienced driver** are subject to a double **excess**.
  - Claims for loss or damage at sites where 5 or more, **caravans** and/or motor homes are kept are subject to a double **excess**.

## GENERAL CONDITIONS

- You** must take all reasonable steps to prevent loss, damage or accidents and maintain any property covered under the policy in a sound and roadworthy condition.
  - Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
  - Any mis-statement or omission or concealment of a **material fact** from the proposal for this insurance or any such mis-statement, omission or concealment at the time of renewal or claim shall render this policy void and no return of premium will be due.
  - How to claim: On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under this policy, **you** must immediately notify and give full details to our head office: The Equine & Livestock Insurance Company Ltd, PO Box 100, York, YO26 9SZ. If **you** have not received acknowledgement from us within 14 days after **you** send them, **you** must send **us** the details again by recorded delivery. In the event of theft, attempted theft or malicious damage, **you** must notify the police immediately. **You** must do everything **you** reasonably can to get back stolen property. **You** must co-operate fully and truthfully to give **us** any information **we** may need.
  - 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.
- We** will not pay a claim that 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**.
  - You** must notify **us** as soon as possible of any change in circumstances relevant to this policy, including changes to storing location. 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.
  - If any insured item consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
  - 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.
  - 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.
  - For cover to be valid, it is a condition precedent of this policy that the insured **caravan** be located at one of the following security locations noted in the table below at all times and the security requirements of each location is met in full.
  - 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.
  - Upon completion of the repairs to **your caravan** and our receipt of the invoice and signed satisfaction note, **we** will issue settlement directly to the repairer unless specifically instructed otherwise in writing by **you**.

## GENERAL EXCLUSIONS

- This policy does not cover the following:
- Business use, hiring or lending out unless specifically endorsed in the **Policy Schedule**.
- Use of the **caravan** as permanent living accommodation or home address, or as accommodation for periods longer than 90 consecutive days unless **we** have given prior agreement in writing and **you** have paid any additional premium.
- Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques, drafts,

bank notes or the like.

5. Use of insured property for anything except social, domestic or pleasure purposes.
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.
8. Loss/depreciation resulting from reduction in the market value of any property covered under the policy.
9. **Caravan** storage costs.
10. If a claim for damage results in the **caravan** requiring new parts or accessories that are unobtainable or obsolete, any amount greater than the last known printed price list price of the accessory or part, together with fitting charge.
11. Any loss occurring where the vehicle towing the **caravan** does not comply with the manufacturers recommendations.
12. 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.
13. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was 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 or coup.
14. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
15. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
16. **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.
17. Any claims as a result of any notifiable disease.
18. Any claim where the **caravan** is stored on a **working farm**.
19. 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 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 03300242971 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.

## PREMIUM AND EXCESS REVIEW

1. The premium and **excess** for this policy is reviewed at least once a year.
2. When reviewing **your** premium and **excess we** will consider any future impact to one or more of the following.
  - (a) changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.
  - (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed.
  - (c) 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) 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.

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 Office. **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 Office's response.

## CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid e-mail 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
- 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
- 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](mailto: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](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@eandl.co.uk](mailto: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.

POLICY WORDING

SECURITY REQUIREMENTS

Security Location:	Total Sum Insured:	W/C	H/L	S/L	Resp. Persons	Alarm	PIR Alarm or Locator
<b>ON TOW</b>	Any Sum Insured	✓	X	X	X	X	X
<b>ON HOLIDAY</b>	Any Sum Insured	✓	✓	X	X	X	X
<b>CaSSOA</b>	Any Sum Insured	Any storage site with the CaSSOA Bronze, Silver or Gold Award for security					
<b>RESIDENTIAL PROPERTY</b>	£1 - £9,999	✓	✓	X	X	X	X
	£10,000 - £14,999	✓	✓	✓	X	✓	X
	£15,000 +	✓	✓	✓	X	X	✓
<b>COMPOUND</b>	£1 - £9,999	✓	✓	✓	✓	X	X
	£10,000 - £14,999	✓	✓	✓	✓	✓	X
	£15,000 +	✓	✓	✓	✓	X	✓

**Locations:-**

**ON TOW**

Attached to towing vehicle but not continually supervised.

**ON HOLIDAY**

Detached from towing vehicle and in 24-hour recreational use.

**CaSSOA**

Any storage site with CaSSOA Bronze, Silver or Gold Award for security.

**RESIDENTIAL PROPERTY**

Within the boundaries of a permanent, non-commercial, address as defined in the title deeds.

**COMPOUND**

Securely locked area surrounded by a man-made structure made of posts of timber, concrete or metal connected by wire netting, rails or boards.

**Key:-**

**Total Sum Insured**

Caravan Sum Insured + Total Contents/Accessories Insured (see specified contents/accessories list)

**W/C**

Proprietary Wheelclamp (high security integral lock projecting into the recessed well on the inside of the wheel)

**H/L**

Hitchlock (protecting the coupling bolts)

**S/L**

Security Lighting (with the sole and specific purpose of illuminating the insured caravan)

**Responsible Persons**

Mobile Security Patrol (independent security company whose sole purpose is to safeguard the compound) or Resident Caretaker/Owner/Operator whose permanent home is immediately adjacent to the sole access point

**Alarm**

External Audible Alarm

**PIR Alarm**

PIR Alarm (incorporating tilt and movement sensors)

**Locator**

GPS/GSM tracking device (Phantom Target, Phantom Target Pro-Active, Tracker Horizon or RAC TrackStar Plus)