

**DEMANDS AND NEEDS - PRODUCT SUITABILITY**

This product meets the demands and needs of those who primarily want to protect their trailer or horse-drawn vehicle against theft or its loss / damage by fire

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

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

**Renewals**

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

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

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

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

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

Those changes may include:

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

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

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

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

opportunity to either:

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

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

**INTRODUCTION AND YOUR PROMISES TO US**

**We** have pleasure in introducing this insurance policy from E&L®, for people who own **trailers** or horse-drawn vehicles. 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 cover provided, 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.

The policy is a contract of insurance. It may include new benefits, conditions and so on. 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.

**We** insure **you** from the date **you** go on cover with **us** by phone or the date on which **we** receive and accept **your** fully completed proposal form, whichever is sooner.

The proposal form **you** fill in is the basis of this contract. **We** provide insurance under the policy for the sections listed 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 than the limit of cover shown in the relevant part of the **schedule**. The policy depends on warranties (promises), conditions and exclusions. If **you** ask **we** may agree to change any part of the policy.

**Your promises**

**You** promise that the **trailer** will be clamped by a proper wheel clamp when not in use unless it is kept in a building:

- (a) that is totally enclosed and secure; and
- (b) that is a permanent substantial structure of brick, stone or timber; and
- (c) has doors kept locked by a patent 5-lever lock and the windows secured by patent window locks.

**You** promise that the **trailer** is clamped by a proper wheel clamp when in use but unattended.

This is a master policy wording showing all sections of cover available for this type of insurance. Some sections

## POLICY WORDING

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 Limited.

## DEFINITIONS

**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.

**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 at least 365 days from the start of the policy or the last renewal; 28 days for monthly policies, unless agreed otherwise.

**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.

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

**Trailer** - The **trailer** or horse-drawn vehicle shown as insured in the **schedule**.

**We / Us / the Company**- The Equine & Livestock Insurance Company Limited.

**You / Your / the Policyholder** - Person or persons named in the **schedule**.

## 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 4.

## SECTION 1 - FIRE, THEFT, ACCIDENTAL DAMAGE AND OPTIONAL NEW-FOR-OLD COVER

### Cover

**We** will pay up to the cost price, market value or the sum insured as shown in the **schedule** or any endorsement (whichever is less) for fire, theft following forcible entry, or accidental damage to the **trailer**. It must have been under the custody or control of **you** or **your** immediate family. **We** will base the settlement on the original cost price less depreciation, or the market value (whichever is less), unless the **schedule** shows that **you** have taken the new-for-old cover detailed below.

**We** will choose whether to pay **you** or to repair or replace the items. **You** must keep a dated receipt for the wheel clamps as proof of buying.

If the **trailer** is stolen or totally destroyed within the new for old period specified in the **schedule**, **our** replacement will be based on the sum insured value or new market value if less.

## SECTION 2 - REPLACEMENT HIRE

### Cover

If the **trailer** becomes unusable for more than 24 hours because of loss or damage covered under Section 1, **we** cover **you** up to the amount specified in the **schedule** for the reasonable cost **you** incur of hiring another **trailer** similar to the one insured.

## SECTION 3 - 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 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 **trailer** 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;

## POLICY WORDING

- (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; and **you** shall give all information and assistance required.
4. 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. **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.

### Exclusions

1. (a) Death or bodily injury, loss or damage to property in respect of the insured horse-drawn vehicle if the horse drawing the vehicle is not insured with us for public liability.  
(b) Death or bodily injury, loss or damage occurring while the **trailer** is being transported or towed by a motor vehicle, is attached to or becomes detached from a motor vehicle.
2. The carrying on of any trade, business or profession or use of the **trailer** for hire or reward or racing or any other activity where speed is of the essence.
3. Death or bodily injury to **you**, any person handling the **trailer** with **your** permission or consent, any person that lives with **you**, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**.
4. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person that lives with **you**, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**.
5. 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.
6. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission.

## SECTIONS 4 - EUROPEAN USE

### Cover

This insurance operates for the period specified and up to the maximum total in a year as stated on the **schedule** while the **trailer** is in Europe (including sea crossings).

## EXCLUSIONS APPLYING TO SECTIONS 1, 2 AND 4

1. Depreciation, deterioration, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, mildew, rot, water leakage of any cause, or

any gradually operating process.

2. Mechanical or electrical breakdown or fault.
3. Damage to tyres by braking or by punctures on roads, cuts or bursts.
4. Any horse-drawn vehicle while taking part in any driving trials or competitions, cross-country events or practising for them.
5. Any **trailer**:
  - (a) let out for hire or reward; or
  - (b) being used for anything except **your** private purposes; or
  - (c) not maintained in an efficient condition; or
  - (d) being used in an illegal or dangerous manner.
6. Any amount above the last known list price of any part or accessory that is now useless or no longer available.
7. Theft or attempted theft if the security requirements in **your** promises have not been followed.
8. Theft of any tack left in a **trailer**.
9. Loss due to delay or detention by authorities.
10. Loss due to storms.
11. Loss, theft or malicious damage not reported to the police as soon as possible after discovery.

## SETTLING CLAIMS

1. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim form.
2. **We** cannot accept any liability for a claim if this form has not been returned to **us** immediately and at most within 21 days.
3. Settlement is based on the original cost price less depreciation, or the market value, whichever is less, unless section 1(b) applies to **you**.
4. Depreciation will be at least 17.5% for the first year following purchase and at least 10% for each following year.

## 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 and maintain any property covered under the policy in a sound and roadworthy

## POLICY WORDING

- condition.
- How to claim: On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to **our** head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. If **you** have not received an acknowledgement from **us** within two weeks of sending them, **you** must send **us** the details again by recorded delivery. **You** must cooperate 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. 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.
  - All losses must be backed up by receipts 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. For theft or attempted theft claims, **you** must produce a dated receipt for the wheel clamp.
  - This insurance will stop covering any item as soon as **you** sell it or part with any interest in it, whether temporarily or permanently.
  - If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **your** legal rights and does not replace them.
  - If **you** pay **your** premium by direct debit or credit card, and **you** default on any payment, a charge of £3.99 will be added to **your** next collection.
  - When **we** invite **you** to renew **your** policy **we** may, at **our** discretion alter premiums, cover, terms and
  - 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.
  - Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques / drafts / bank notes or the like.
  - Use of insured property for anything except social, domestic or pleasure purposes.
  - We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
  - Any liability that arises only because of an agreement or contract.
  - Loss / depreciation resulting from reduction in the market value of any property covered under this policy.
  - Losses caused by an animal bolting, shying, kicking, escaping and so on if the animal has a history of doing so, unless **we** have been told about its history and have accepted it in writing.
  - Loss or damage in an unknown place or that cannot be identified as occurring within a certain 24-hour period.
  - Any loss occurring where the vehicle towing the **trailer** does not comply with the manufacturers recommendations.
  - 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.
  - 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 or coup.
  - Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
  - Loss, destruction or damage directly from pressure waves caused by aircraft and other aerial devices.
  - Any claims arising as a result of **your**, or the insured horse's, participation in a prohibited and/or illegal activity.
  - 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:
    - Influenza or any derivation or variant thereof;
    - arising from any fear or threat (whether actual or perceived) of such Influenza;
    - any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.
- If **we** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

## GENERAL EXCLUSIONS

- Business use or hiring/lending out.

- Any claims as a result of any notifiable disease.

## 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, 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
- 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.