

**DEMANDS AND NEEDS - PRODUCT SUITABILITY**

This product meets the demands and needs of those who primarily want to protect a hired trailer against theft or its loss / damage by fire

**INTRODUCTION**

Welcome to **Your** trailer hire cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

**This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product.**

**Please read this in conjunction with the Insurance Product Information Document (IPID) and check Your Policy Schedule carefully (Your Policy Cover and Optional Benefits) to ensure You understand which sections apply to You.**

**What You should do**

Please read the policy as soon as **You** receive it. If this is a renewal, **We** recommend **You** read the policy carefully as it may contain new benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

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

**Material Facts**

**You** are obliged to inform **Us** of any event, fact or occurrence which may influence **Our** decision to enter into or renew this contract of insurance. If **You** are in any doubt whether a fact is material, **You** should disclose it.

**PARTICULAR POINTS ABOUT COVER**

**We** provide insurance under the policy for events that occur anywhere within the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. 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.

**Your** policy schedule is important. It lists the cover **You** have chosen, it is proof of **Your** insurance and it may be needed if **You** have a claim. The policy depends on the warranties (promises), conditions and exclusions in it. **We** are liable only up to the limit of cover shown in **Your** policy schedule. **Your** intermediary will not be or become **Our** intermediary for giving notice about any claims or any other matter. If **You** ask, **We** may agree to change any part of the policy.

**We** will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf.

**We** reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

**We** may choose not to renew **Your** insurance for any valid reason including but not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **We** may, for business reasons, cease to underwrite the policy at any time.

**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 and conditions.

#### Fraud prevention and the sharing of information

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

#### How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen please just let **Us** know.

### GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man, except as set out in Section 4.

### DEFINITIONS

**'Accidental Damage'** sudden and unexpected damage that is not deliberate and caused by violent external means which makes the Trailer **unusable**.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 3 years from new - 10%
- 4 years from new - 20%
- 5 years from new - 30%
- 6 years from new - 35%
- 7 years from new - 40%
- 8 years from new - 45%
- 9+ years from new - 50%

The age of **Your Trailer** will be determined by the date of manufacture.

**'Endorsement'** an extension or restriction on **Your** policy.

**'Excess'** the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. 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.

**'Family'** husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, **Trailer** or building caused as a direct result of **Theft**.

**'Geographical Limits'** within the United Kingdom, Channel Islands or Isle of Man, except as set out in Section 4.

**'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 ownership or usage.

**'Market Value'** the cost of replacement of **Your Trailer** with one of similar type, age and condition as it was in immediately before the loss or damage. Where **We** are unable to estimate the **Market Value** of **Your Trailer** **We** will use the nearest market equivalent for comparison.

**'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.

#### **'Policy Term'**

*Yearly* - runs for 365 days from the commencement date/time shown on **Your** policy schedule; automatically renews annually.

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

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

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

- (a) **Your Trailer** is damaged beyond economical repair or is **Stolen**;
- (b) the expiry of the current period of insurance (i) if **You** fail to renew **Your** policy or (ii) if **We** choose not to renew **Your** policy for whatever reason;
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;
- (e) the date **We** cancel **Your** policy for whatever reason.

**'Reasonable Precautions'** all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or **Theft**.

**'Security Requirements'** the fitting of a Proprietary Wheelclamp (high security integral lock projecting into the recessed well on the inside of the wheel) when

**Your Trailer** is (a) not in use or (b) in use but unattended.

**'Stolen'** or **'Theft'** the unlawful taking of **Your Trailer** against **You** will by another party, with the intention of permanently depriving **You** of it.

**'Trailer'** the trailer specified in **Your** policy schedule and used solely for transporting horses.

**'Total Loss'** where the cost of repair of **Your Trailer** is greater than the sum insured (less deductions).

**'We'** **'Our'** **'Us'** The Insurance Emporium.

**'Working Farm'** a farm where in some capacity the land is used for crop production and / or livestock.

**'You'** **'Your'** **'Yours'** the policyholder or any person to whom this insurance applies.

## SECTION 1 - FIRE AND THEFT

### Cover

In the event of loss of or damage to **Your Trailer** by fire or it is **Stolen** and not found within 28 days of being reported to **Us**, settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for external trailer panels may be subject to **Depreciation** if there is evidence of wear and tear such as dents or stress fractures.

### Conditions

- We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what is lost or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage.
- We** may decide to appoint an independent assessor to inspect **Your Trailer** in consideration of **Your** claim.
- Where **Your Trailer** is the subject of a hire agreement, payment will be made to the legal owner of **Your Trailer**.

### Exclusions

- Storage costs.
- Loss or damage to **Your Trailer** when it is outside the **Geographical Limits** unless Section 4 applies.
- Loss or damage due to **Theft** or attempted **Theft** if the specified **Security Requirements** are not adhered to.
- Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
- Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.

- Theft** from premises open to the public if not in use and not supervised.
- Loss or damage to tyres, however caused.
- Loss or damage to any tack left in **Your Trailer**.
- The **Excess** as shown in **Your** policy schedule.

## SECTION 2 - ACCIDENTAL DAMAGE

### Cover

In the event of **Accidental Damage** to **Your Trailer**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for external trailer panels may be subject to **Depreciation** if there is evidence of wear and tear such as dents or stress fractures.

### Conditions

- We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what is lost or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage.
- We** may decide to appoint an independent assessor to inspect **Your Trailer** in consideration of **Your** claim.
- Where **Your Trailer** is the subject of a hire agreement, payment will be made to the legal owner of **Your Trailer**.

### Exclusions

- Storage costs.
- Loss or damage to **Your Trailer** when it is outside the **Geographical Limits** unless Section 4 applies.
- Loss or damage due to **Theft** or attempted **Theft** if the specified **Security Requirements** are not adhered to.
- Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
- Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
- Theft** from premises open to the public if not in use and not supervised.
- Loss or damage to tyres, however caused.
- Loss or damage caused by storms.
- The **Excess** as shown in **Your** policy schedule.

## SECTION 3 – PUBLIC LIABILITY

**Cover**

**We** cover **You** (up to the maximum shown in **Your** policy schedule) in respect of:-

- amounts **You** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with **Our** written consent for claims made against **You** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **Policy Term** and caused by **Your** use of **Your Trailer**.

**NOTE:** in this section only “**You**” extends to include anyone utilising **Your Trailer** with the permission or consent of the named policyholder.

**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. **You** must allow **Us** to:
  - a. take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit;
  - b. take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;

**You** shall give all information and assistance **We** require.
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 **Your** policy schedule.

**Exclusions**

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

1. Any incident caused or contributed to by a horse that is known to have vicious tendencies or behavioural problems unless **We** have been previously told about this and have accepted it in writing.
2. 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 **Your Trailer** for hire or reward.
3. Death or bodily injury to **You**, any person utilising **Your Trailer** with **Your** permission or consent, any person that lives with **You**, any member of **Your 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. Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**, any person utilising **Your Trailer** with **Your** permission and consent, any person that lives with **You**, any member of **Your 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.
5. Death or bodily injury, loss or damage to property as a result of any person utilising **Your Trailer** without **Your** permission or consent.
6. Death or bodily injury, loss or damage to property as a result of a horse's interaction with other animals.
7. The proportion of loss not directly attributable to **You** in respect of death or bodily injury, loss or damage to property sustained in an incident involving a horse and **Your Trailer** and other animals.
8. 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.
9. Liability created by an agreement which would not have existed in the absence of the agreement.
10. Death or bodily injury, loss or damage occurring whilst **Your Trailer** is being transported or towed by a motor vehicle, is attached to or becomes detached from a motor vehicle.
11. Damage to gates, walls, fences and crops occurring while a horse is being transported in **Your Trailer**.
12. The **Excess** as shown in **Your** policy schedule.

## OPTIONAL BENEFITS

## SECTION 4 – EUROPEAN USE

**Cover**

Up to the amount of days shown in **Your** policy schedule, cover provided in Sections 1 and 2 is geographically extended to the continent of Europe (including sea crossings) provided **You** have complied with **Our Security Requirements**.

**Exclusions**

1. **Your Trailer** if left unattended for a period exceeding 24 hours in Europe.

## SECTION 5 - RECOVERY AND DELIVERY COSTS (UK ONLY)

### Cover

The reasonable cost of recovery of **Your Trailer** or to the nearest suitable repairer, if disabled by loss or damage as detailed under Sections 1 or 2 together with the reasonable cost of redelivery of **Your Trailer** or after repair.

### Exclusions

1. Storage costs
2. The **Excess** as shown in **Your** policy schedule.

## SECTION 6 - LOSS OF ENTRY FEES

### Cover

If your **Trailer** is rendered unusable by any of the insured events detailed in Section 1 or 2 and the loss or damage is covered by this policy, **We** will pay your irrecoverable entry fees if alternative transportation is not available to convey a horse owned by **You** or a member of **Your Immediate Family** to a competition.

### Conditions

1. The entry fees must have been paid in advance.

### Exclusions

1. Costs not supported by a receipt/invoice showing full details of the costs incurred.
2. The **Excess** as shown in **Your** policy schedule.

## CONDITIONS OF SETTLING CLAIMS

1. All losses must be substantiated by a formal hire agreement and receipts for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller. **You** must provide valuations, reports, information etc. at **Your** own expense if **We** request them.
2. **You** must provide all such information, explanations, proof of ownership and of loss and other such evidence as **We** may reasonably require.
3. **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 **Your Trailer** is deemed by **Us** to be a **Total Loss** or is **Stolen** and a claim is paid, **Your Trailer** and any salvage will remain **Our** property.
4. Claims for loss or damage while **Your Trailer** is being towed by an **Inexperienced Driver** are subject to a double **Excess**.
5. Claims for loss or damage at sites where 5 or more trailers, touring caravans or motorhomes are kept are subject to a double **Excess**.
6. If any information is provided in a foreign language **You** will be responsible for any costs involved in translating the information provided.

7. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date of the incident. **You** cannot increase the level of cover applicable to **Your** policy after the occurrence of the incident.
8. 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.
9. Upon completion of the repairs to **Your Trailer** 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 CONDITIONS

1. **You** must take all **Reasonable Precautions** to prevent loss, damage or accidents and maintain any property covered under the policy in a sound and roadworthy condition.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. Where **You** maliciously and / or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
5. **You** must observe and fulfil all the terms, conditions and **Endorsements** of the policy otherwise **We** may not be liable under the policy.
6. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy, including changes to the storage location. Failure to do so may invalidate **Your** policy. **We** reserve the right to alter the terms of **Your** policy immediately after **We** are notified of such changes.
7. 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 an item's age.
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. **We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or

## POLICY WORDING

within the credit period if **We** have allowed one to a broker or intermediary.

10. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
11. **We** will deduct any amount due to **Us** from any claim settlement.
12. 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.
13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **Your** legal rights and does not replace them.
14. This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

## GENERAL EXCLUSIONS

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim where **Your Trailer** is situated on a **Working Farm**.
3. Use of **Your Trailer** for anything except social, domestic or pleasure purposes.
4. Business use, hiring or lending out unless specifically endorsed in **Your** policy schedule.
5. Any loss or damage caused or contributed to by a horse that is known to have vicious tendencies or behavioural problems unless **We** have been previously told about this and have accepted it in writing.
6. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
  - a. **You** or someone acting on **Your** behalf; or
  - b. someone caring for or in control of **Your Trailer**; or
  - c. one of **Your Family**, relations, agents, employees, licensees, paying guest, someone living with **You** or any other person in a contractual relationship with **You**.
7. Any **Theft** claim unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
8. **Your Trailer** or is being towed with **Your** permission by a vehicle driven by any person who **You** know has never held a driving licence, is disqualified from holding or obtaining a driving licence, or who is breaking the conditions of their driving licence.
9. **Your Trailer** is being towed in breach of the towing laws that apply to the country where the loss or damage occurs.
10. **Your Trailer** is substantially modified from the manufacturer's original specification.
11. Any loss occurring where the vehicle towing or transporting **Your Trailer** does not comply with the manufacturers recommendations.
12. Any amount greater than the amount shown in **Your** policy schedule for **Your Trailer**.
13. The cost of any repair or replacement which improves **Your Trailer** beyond the condition it was in before the loss or damage.
14. Any reduction in the **Market Value** of **Your Trailer** following any repair whether or not undertaken as a result of any claim under this policy.
15. Loss or damage of **Your Trailer** by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
16. Loss or damage because **You** are not the rightful owner.
17. Any loss or damage occurring as a result of subsidence, heave or landslip of the site; or due to coastal, river or watercourse erosion; or due to the normal settlement, shrinkage, bedding down of new structures or the settlement of newly made up ground.
18. Property more specifically insured elsewhere
19. Loss or damage due to frost.
20. Damage to fences or gates.
21. Loss or damage caused by water seepage through seams or seals.
22. **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.
23. Loss due to delay or detention by the authorities.
24. Damage to **Your Trailer** whilst being loaded or unloaded from ships unless the vehicle towing **Your Trailer** is driven by **You**.

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25. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.
26. Any liability that arises only because of an agreement.
27. 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.
28. 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.
29. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
30. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
31. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
32. **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.

## MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

**We** cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to [www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk) and **You** will be able to download a claim form from the Claims section.

If **You** do not have access to the internet please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim please either email or call **Us**.

Once **We** have received **Your** claim form **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further information to process **Your** claim; **We** ask that **You** cooperate fully and truthfully to give **Us** any information **We** may need. Once the claim has been completed **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006.

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** Complaint Handling Procedure.

## 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, for valid reason, in which case, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **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 sent to either of the email or postal addresses **You** provided to **Us**. 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 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.co.uk).

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email [hello@emporium.co.uk](mailto:hello@emporium.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** Complaint 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 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. policy lapse rates which means the average time policies are held
    - iii. interest rates
    - iv. tax rates
    - v. the cost of any legal or regulatory requirements

3. As a result of the premium and **Excess** review, **Your** premium and/or **Excess** may go up, stay the same or go down and there is no limit to the amount of any change.
4. If **We** change **Your** premium and/or **Excess** and **You** do not wish to continue **Your** cover, **You** should contact **Us** to cancel.

### COMPLAINT HANDLING PROCEDURE

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 Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: 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)

### 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@emporium.co.uk](mailto:data@emporium.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@emporium.co.uk](mailto:gdpr@emporium.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.

