

GENERAL NOTES

Disclosing material facts

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

Policy term

Policy term is as agreed and stipulated in the policy schedule and is one of the following:

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

Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.

Automatic renewal is subject to receipt of premium.

Renewals

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

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

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

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

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

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

Those changes may include:

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

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

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

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

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

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

INTRODUCTION AND YOUR PROMISE TO US

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

What you should do

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

If you filled in an out-of-date proposal form or this is a renewal, we recommend you read this policy carefully as it may differ from what you have seen before. It is up to you to make sure that the entire policy and schedule meet your needs; you must tell us immediately if this is so.

Particular points about the cover

This policy is a fixed-term contract of insurance, not a continuous permanent health policy. The policy covers dogs and cats while you, or anyone with your permission, is looking after them. We only insure you when we accept a satisfactory proposal form and issue a schedule, and when you have paid us the correct premium before the start date of the period of the insurance or within 28 days if we allow a credit period to an intermediary. If we are told about any claims under the policy in any period of insurance, we will not have to return any part of the premium for that period.

The proposal form you fill in is the basis of this contract. We provide insurance under the policy for the specific sections in the schedule (or any endorsement) for events that occur anywhere in the United Kingdom, Channel Islands or Isle of Man during the period of insurance. We as the insurer and you, as the insured, are entitled to choose the law

applicable to this contract of insurance. We propose English law and in the absence of any agreement to the contrary, English law will apply.

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

We cannot be held liable for any mistakes or omissions by an intermediary who has arranged the insurance on your behalf.

Your promise

You promise that every dog or cat is sound and in perfect health at the start (or renewal) of the period of insurance, and that no dog or cat has any illness or injury. So any dog or cat that does not meet these health standards will not be covered for any liability relating to the illness or injury in question in any period of insurance that it enters in that state. This insurance is intended to provide protection against unexpected rather than inevitable events.

This is a master policy wording showing all Sections of cover available for this type of insurance. Some sections of cover offered may not apply to your insurance. Please check your policy schedule to see what sections of cover are applicable to your insurance cover. A policy excess applies to all Sections of cover unless stated differently in the policy schedule.



F.D. Martin
General Manager
Signed on behalf of the Equine and Livestock Insurance Company Limited.

DEFINITIONS

Bodily injury - Injury which is sustained by you during the period of this policy; and is caused by an accident solely and independently of any other cause, except illness directly resulting from, medical or surgical treatment rendered necessary by such injury. This includes death or permanent total disablement within 365 days from the date of the accident by which such injury is caused.

Chronic condition - A condition which, having developed, is incurable and is likely to continue throughout life.

Clinical signs - Changes in the dog or cat's normal healthy state, its bodily functions or behaviour.

Complementary medicine - Physiotherapy, acupuncture, homeopathic or herbal medicines.

Condition - All clinical signs of injury or illness resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

Continuing treatment - Regular and ongoing veterinary treatment occurring within a 90-day period.

Dog / Cat - Any dog or cat that has temporarily been left in your care by its owner at your boarding kennel or cattery.

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

Illness - Physical disease, sickness, infection or failure which is not caused by injury.

Immediate family - Your spouse, children and parents.

Injury - Physical damage or trauma caused by an accident.

Loss of hearing - Complete and irrecoverable loss of hearing in both ears.

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

Loss of sight - Complete and irrecoverable loss of sight in both eyes.

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

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

Permanent - Lasting 365 days and at the end of that period is beyond hope of improvement. (Total permanent disablement shall be construed accordingly).

Recurring condition - A condition which is curable but which may recur throughout life.

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

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

We - Equine and Livestock Insurance Company Limited.

You - The policyholder or any other person named in the schedule.

SECTION 1 - VET'S FEES

Cover

We pay up to the amount shown in the schedule, for each condition, for the proper veterinary charges following treatment given by a qualified vet. We also cover complementary medicine recommended by the attending vet and administered by a qualified practitioner. This must follow an injury or illness that happened or started while the dog or cat was boarded or within 3 days of their departure from the kennel / cattery. We also cover you up to the amount specified in the schedule for the difference between a dog or cat's normal diet and any special diet prescribed by and only available from a vet as part of the treatment to dissolve bladder stones or crystals in urine.

If the total vet's fees seem likely to exceed £1000, then you must notify us immediately as we may wish to obtain a 2nd opinion from our veterinary advisor. **NB. We cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history is received.**

Exclusions

1. Costs resulting from an injury or illness first showing clinical signs before any dog or cat entered the boarding kennel / cattery.
2. Costs for cosmetic treatment, routine treatment or preventative treatment recommended by a vet to prevent injury or illness including trimming, scaling or polishing teeth, vaccination, spaying, castration, flea treatments, grooming or nail clipping, breeding, whelping, kitting and any claims arising as a result of these procedures.
3. Any costs arising from vicious tendencies or behavioural problems shown by any dog or cat.
4. Any costs for house calls / out-of-hours calls unless the attending vet confirms that the dog or cat was suffering from a life-endangering condition.
5. Costs of putting any dog or cat to sleep, cremation, disposal.
6. Costs not backed up by a receipt/invoice showing full details of the costs incurred.
7. Any costs incurred more than 90 days after the first date of treatment for any condition, whether it is ongoing, chronic or recurring.
8. Costs for treatment of conditions arising from any dog or cat being overweight, except weight gain as a result of a diagnosed illness.
9. Prescribed diets other than those detailed above.

Note: There will be a fixed deduction of 10% from any recoverable hospitalisation costs of the policy to account for the normal cost of pet ownership such as housing, bedding and food.

SECTION 2 - DEATH OF DOG OR CAT FROM ACCIDENT OR ILLNESS**Cover**

We pay the market value, the price paid or the amount shown in the schedule (whichever is less) if any dog or cat dies while boarding or is put down for humane reasons because of an injury or illness that happened or started while boarding. You must tell us immediately in writing of the accident or illness.

Exclusions

1. Death resulting from an injury or illness first showing clinical signs before any dog or cat entered the boarding kennel / cattery.
2. Putting any dog or cat to sleep due to law, regulation, an order of the Privy Council, a government department, a public authority or similar, or order related to a 'notifiable' disease.
3. Death during or after a surgical operation or a general anaesthetic unless a qualified vet certifies that it was necessary because of injury or illness.
4. Putting any dog or cat to sleep for financial reasons or putting any dog or cat to sleep because of its vicious tendencies or problems with its behaviour.
5. Death due to illness of any dog or cat aged 8 years or over at the start of boarding.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2.

1. If there is any illness of, or injury to, any dog or cat you must immediately get a qualified vet to treat the dog or cat (you or the owner must pay for this). You must allow the vet to take the dog or cat away for treatment if it is best. You must provide a report from the attending vet about the condition of the dog or cat (even if it dies). You must keep to every reasonable instruction we issue.
2. If any dog or cat dies, you or the owner must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at your / the owner's expense (if we say we need one).

SECTION 3 - LOSS BY THEFT OR STRAYING**Cover**

We pay the market value, the price paid or the amount shown in the schedule for this section (whichever is less) if any dog or cat is not found within 28 days of straying or being stolen. It must have disappeared from the boarding kennel / cattery address. You must report it to the police as soon as you discover that the dog or cat is missing.

We pay an extra amount up to 25% of any animal's sum insured value on each occasion to cover the cost of advertising for lost or stolen dogs or cats or paying a reward which leads to getting the dog or cat back. (You must get our written agreement before offering a reward). A signed receipt showing the name and address of the person claiming the reward must be provided.

Exclusions

1. Theft which does not involve forcible and violent entry to a secure area.
2. Any rewards claimed by you, your immediate family, anyone living with you or an employee.

SECTION 4 - PUBLIC LIABILITY**Cover**

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

- amounts you become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent for claims made against you for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the period of insurance and caused by or through an animal whilst it is in your care.

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

Exclusions

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

1. Death or bodily injury to you, any person handling an animal in your care with your permission or consent, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
2. Loss or damage to any property owned, held in trust, in the charge of or under the control of you, any person handling an animal in your care with your permission and consent, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
3. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
4. Any event which results from your deliberate act or omission and which could reasonably have been expected by you having regards to the nature and circumstances of such act or omission.
5. The proportion of loss not directly attributable to an animal in your care in respect of death or bodily injury, loss or damage to property sustained in an incident involving an animal in your care and other animals.
6. Death or bodily injury, loss or damage to property as a result of an animal in your care's interaction with other animals or worrying sheep.
7. Death or bodily injury, loss or damage to property as a result of any person handling an animal in your care without your permission or consent.
8. Liability created by an agreement which would not have existed in the absence of that agreement.
9. Fines, compensation and prosecution costs following your prosecution under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.
10. Liability for death or bodily injury, loss or damage to property above your fair proportion where another person is jointly and/or severally liable.

SECTION 5 - BOARDING KENNEL/CATTERY OWNER'S LIABILITY**Cover**

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

- amounts you become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent for claims made against you for death or bodily injury or loss or damage to property made by the

owner of an animal in your care arising from any defect in the boarding kennel or cattery premises or as a result of a negligent act or omission by you or any of your employees.

Exclusions

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

1. 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.
2. Any event which results from your or your employees deliberate act or omission and which could reasonably have been expected by you or your employees having regards to the nature and circumstances of such act or omission.
3. Death or bodily injury, loss or damage to property as a result of an animal in your care's interaction with other animals or worrying sheep.
4. Liability created by an agreement which would not have existed in the absence of that agreement.
5. Liability for death or bodily injury, loss or damage to property above your fair proportion where another person is jointly and/or severally liable.

CONDITIONS APPLICABLE TO SECTIONS 4 AND 5

1. You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. You must inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. You must send us every piece of correspondence and document you receive without replying to it.
3. (a) You must allow us to take over and conduct in your name the defence or settlement of any claim for our own benefit;
(b) You must allow us to take proceedings in your name, at our own expense and for our own benefit, to recover compensation or secure an indemnity from any third party; you shall give all information and assistance we require.

4. (a) For any claim or series of claims we may at any time pay you the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter (b) We will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment.
up to the limit of the indemnity specified in the schedule.

SECTION 6 - REIMBURSEMENT OF BOARDING FEES

Cover

We refund boarding fees, up to the amount shown in the schedule, to the owner of any dog or cat for each day their pet would have boarded had it not died, been stolen or strayed whilst boarding.

Exclusions

1. Any claim for fees not supported by written confirmation from the kennel / cattery of the intended dates of stay and confirmation of fee payment in advance.
2. Any claim following the death of a dog or cat unless the date and cause of death is confirmed by a veterinary surgeon.
3. Death resulting from an injury or illness first showing clinical signs before any dog or cat entered the boarding kennel / cattery.
4. Death following illness where the dog or cat has been boarded for more than 90 days.

SECTION 7 - PERSONAL ACCIDENT

Cover

We will cover you up to the amount shown in the schedule if you sustain an accidental bodily injury while carrying out work at the kennel / cattery and which results in any one of the following conditions within 365 days of injury:

- Death
- Total permanent disablement
- Loss of one or more limbs
- Loss of sight
- Loss of hearing

Exclusions

1. Bodily injury that happens whilst under the influence of alcohol or drugs. Any act of deliberate self-inflicted injury or suicide, or deliberate exposure to danger (except in an attempt to save human life).
2. Any loss as a result of pregnancy, child birth, physical defect, infirmity, pre-existing condition, insanity or medical condition, unless we have been told about it and have accepted it in writing.
3. Any loss not arising directly out of work at the kennel / cattery.
4. Any loss directly or indirectly arising from stress, trauma or psychiatric illness.
5. Any person over the age of 70 or under 18 years of age.

SECTION 8 - LOSS OF VALUE

Cover

We pay up to the amount shown in the schedule if any dog or cat sustains an injury while boarding that independent of any other cause results in permanent disablement or disfigurement. The resultant disablement or disfigurement must make it impossible for the dog or cat to be used for breeding or to be entered in a show and must be confirmed by a veterinary surgeon within 90 days of the injury occurring.

Exclusions

1. Loss of value as a result of any surgical operation or general anaesthetic unless undertaken as a result of an injury.
2. Loss of value following treatment given by someone other than a veterinary surgeon or qualified practitioner recommended by a veterinary surgeon.
3. Any condition which is a vice or behavioural problem whether or not resulting from an injury or illness.
4. Claims under this section if the dog or cat has not been used for breeding before.
5. Claims under this section if the dog or cat has not been exhibited or shown before.
6. Claims under this section if a claim is being made under the death section.

SECTION 9 - REPLACEMENT STAFF

Cover

We cover you up to the amount stated in the schedule as a result of any costs you incur in engaging replacement staff if you or a full time employee is bitten by any dog or cat while you are caring for it and have to miss work as a result of the injury.

Exclusions

1. Any losses incurred without a doctor's note to confirm the incapacity suffered.
2. Any pet that is known to have vicious tendencies unless we have been previously told about it and have accepted it in writing.
3. Any losses unless we are provided with a detailed invoice showing the costs incurred.

SECTION 10 - HOLIDAY CANCELLATION

Cover

If you have to cancel or cut short your holiday because there is an outbreak of a contagious disease at the kennel / cattery requiring your attention and occurring within 14 days of the

holiday, we pay the costs that you cannot recover. We only pay up to the amount shown in the schedule.

You will need to get (at your own cost) receipts from the travel company, tour operator or other similar party for the expenses that are being claimed, clearly showing dates and charges you have to pay because of cancelling or cutting short your holiday.

Exclusions

1. Any disease affecting less than 3 animals.
2. Any disease not confirmed by a vet as being contagious and requiring special precautions to be taken or treatment to animals at the kennel / cattery to be given.
3. Costs for any holiday booked less than 28 days before you leave.
4. Expenses that can be claimed from any other source.

CONDITIONS OF SETTLING CLAIMS

1. If we request it, the vet attending any dog or cat or the usual vet or previous vet must give us any information about the animal, including its full medical history, or its treatment. You or the animal's owner must pay for any costs involved in the above.
2. To deal with a claim, we need the vet to complete a form detailing the condition, the treatment and amount charged. We also need you / the owner to fill in the relevant parts of the claim form. We will not pay for any fee charged by the vet for doing this. We cannot accept any liability for a claim if this form has not been returned to us as soon as possible and at most within 90 days of the incident occurring, or your renewal if sooner.
3. We cannot offer a settlement for a pedigree pet unless we are sent a recognised club registration document, pedigree certificate and purchase receipt. (You / the owner must pay for these.)
4. It is your / the owner's responsibility to prove the value of any dog or cat. We will take into account the age, sex, breed and whether the animal is a registered pedigree or not. It must be accepted that a dog or cat's value is likely to become less as it gets older. Settlement is limited to a maximum of 75% of the sum insured value for neutered dogs or cats and further limited to 50% of the sum insured value for dogs and cats aged 6 years or more.

GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. How to claim; On discovering any accident, illness, loss, destruction or damage giving rise to a claim under the policy, you must give full details as soon as possible to our head office: The Equine and Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done in writing, by phone, fax or email. If you have not received an acknowledgement from us within 14 days of sending them, you must send us the details again by recorded delivery. You must co-operate fully and truthfully to give us any information we may need.
2. We are liable only 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 a broker or intermediary.
3. If you pay your premiums by direct debit or credit card and you default on any payment, we will add a charge of £3.99 to your next payment.
4. You must observe and fulfil all the terms, conditions and endorsements of the policy otherwise we will not be liable under the policy.
5. You must not mis-state, or omit or conceal a material fact from the proposal for this insurance or when renewing it or claiming against it. Otherwise the policy is void and we will not return the premium.
6. 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.
7. If you do not agreed with us:
 - (a) 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.
 - (b) If the dispute is because of different opinions of vets, we can appoint an independent vet whom you must also agree to. The fees for this vet will be shared equally by you and us. The vet's decision will be binding on both of us.
8. We are not liable to pay any claims (including public liability) caused by a pet straying, escaping, damaging property, attacking the general public or other pets, if the pet has a history of doing this. However, you are covered if you told us about the pet's history and we accepted it in writing.
9. The policy does not cover using any insured pet in any trade, profession of business, unless we have agreed in writing to cover this.
10. Any insured dog must be kept in a secure area. Any fences and enclosures must be capable of retaining the dog and all gates, openings and so on must be kept secure. When any insured dog is on a public highway, it must be on a collar and lead under control.
11. 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 after we are notified of such changes.
12. You must always take reasonable steps to prevent accidents, illness, loss and damage and to minimise any claims under this policy. You must have the pet wormed regularly and

protect it from infections or contagious disease by keeping it isolated. You must also have the pet vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis and cat flu for cats. You must also agree to have your pet vaccinated against any other disease your vet feels is necessary.

13. When We invite You to renew Your policy We may, as our discretion alter premiums, cover, terms and conditions as We deem necessary for any reason including such factors as your item's age.

14. 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.

GENERAL EXCLUSIONS

1. Any medical condition that existed before the insurance policy began.
2. Any claims for illness or disease within the first 14 days of the start of cover under this policy.
3. All losses arising from the insured pet being neutered or spayed.
4. Any claim as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks whether vaccinated against or not, or any 'notifiable' disease.
5. 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 the animal; or
 - (c) one of your family, relations, agents, employees, licensees, paying guests, someone living with you or other person in contractual relationship with you.
6. Any loss which is the result of your breaking the United Kingdom regulations on animal health and importing animals.
7. We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
8. All losses arising as a result of your pet undergoing organ transplants.
9. 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.
10. Any legal liability or consequence associated with or caused by:
 - (a) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (b) civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs;
 - (c) military power or coup;
 - (d) nuclear or radioactive escape, accident, explosion, waste or contamination;
 - (e) aircraft or other aerial devices.

11. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:

- a) Influenza or any derivation or variant thereof;
- b) arising from any fear or threat (whether actual or perceived) of such Influenza;
- c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

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

If we allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

POLICY ALTERATION & DUPLICATE DOCUMENTS

If you wish to make a change to your policy after the first 14 days of policy inception, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should you request additional copies of your policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

CANCELLATION RIGHTS

You can cancel at any time.

If you cancel within the first 14 days of policy inception, and no claim has been made, you will receive a full refund of any premium paid. If you have a monthly policy, cover will be cancelled with effect from the date your next policy premium is due.

If you have an annual policy and have not made a claim, a return of premium will be issued in accordance with our cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If you have made a claim, you will not be entitled to any refund.

We may cancel this insurance at any time, in which case, we will return the premiums paid, in accordance with the above table. Our liability then ceases immediately but without affecting your or our rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to your last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should you wish to alter your policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If you have not received an acknowledgement from us within 14 days of sending details, you must post the details by recorded delivery.

If you wish to appeal against any decision regarding the administration of your policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

HOW TO MAKE A CLAIM

If you require any assistance with any aspect of your claim please contact us either by e-mail at claims@eandl.co.uk or by phone on 03300 243 438. If you wish to appeal against a decision made regarding your claim (including the assessment or the outcome), please write to the Claims Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If you are unhappy with any aspect of our service and wish to make a formal complaint, please put your complaint in writing and address your complaint to the General Manager. We will issue a response within 8 weeks from the date we receive your complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If you do not receive satisfaction through our internal complaints handling procedure, you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk, website: www.financial-ombudsman.org.uk) within 6 months of the date of the General Manager's response.

CONTACT INFORMATION

Quotations/Sales: Phone 03300 243 254, Fax 03300 242 971
E-mail quotes@eandl.co.uk
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

Claims: Phone 03300 243 438, Fax 03300 242 971
E-Mail claims@eandl.co.uk
Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

Existing customers: Phone 03300 243 360, Fax 03300 242 971
E-mail policyadmin@eandl.co.uk
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm

Affiliates/Brokers: Phone 03300 243 229, Fax 03300 242 971
E-Mail broker@eandl.co.uk
Opening Hours: Mon to Fri 8.30am-5.00pm

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Thorpe Underwood Hall, Ouseburn, York, YO26 9SS
Telephone: 03300 243 360 Fax: 03300 242 971
email: info@eandl.co.uk
<http://www.eandl.co.uk>