

GENERAL NOTES

Disclosing material facts.

There is an obligation implied in this contract of insurance to advise **us** of any **material fact** which affects the risk. If **you** are in any doubt as to whether a fact is material then it should be disclosed.

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 policy with insurance cover from E&L[®], for people who own dogs and cats. Much careful research went into producing this policy and **we** hope **you** will be pleased with the level of cover and the service **we** are offering.

What you must 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, if not making a claim. **We** will then cancel the policy and refund the whole of **your** premium.

This policy may contain new benefits, terms and conditions. If **you** filled in an out-of-date proposal form, or this is a renewal, **we** recommend **you** read the policy carefully as it may differ from what **you** have seen before. It is up to **you** to make sure that the entire policy and schedule meet **your** needs, **you** must tell **us** immediately if this is not the case.

Particular points about the cover

The policy is a fixed-term contract of insurance, not a continuous permanent health policy. The policy covers **your pet** while **you**, or anyone with **your** permission, is looking after it. **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 only 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 promises

You promise that **your pet** is sound and in perfect health at the start (or renewal) of the **period of insurance**, and that no **pet** has any **illness** or **injury**. So any **pet** 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 the unexpected rather than inevitable events.

You promise that **you** have taken all necessary steps in an attempt to conform to government regulations concerning the **Pet** Travel Scheme including:

When travelling from the UK to another EU country:

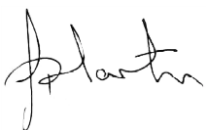
- Having **your pet** fitted with a microchip
- Having **your pet** vaccinated against rabies and have booster vaccinations whenever necessary
- Having a **pet** passport

When entering the UK from the EU and listed non-EU countries:

- Having **your pet** fitted with a microchip
- Having **your pet** vaccinated against rabies and have booster vaccinations whenever necessary
- Having **pet** travel documentation - **pet** passport
- Having Tape worm treatment (dogs only). This must be carried out between 24 and 120 hours before **your** arrival time in the UK
- Arrange for **your** animal to travel with an approved transport company on an authorised route

A breach of the two above promises will invalidate **your** cover, null and void from policy inception.

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
Chief Executive Officer
Signed on behalf of The Equine and Livestock Insurance Company Limited.

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**.

DEFINITIONS

Clinical signs - changes in the **pet's** normal healthy state, **condition**, appearance, its bodily functions or behaviour.

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 infected.

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.

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.

Pet - the **pet** identified as insured in the policy schedule.

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

We - The Equine and Livestock Insurance Company Limited.

You - the policyholder or any person this insurance applies to.

SECTION 1 - VETS FEES

Cover

We will pay up to the amount shown in the schedule for the proper veterinary charges following emergency **treatment** given by a qualified vet. This must follow an **injury** or **illness** that happened or first showed **clinical signs** whilst **you** were outside the UK or whilst **your pet** was in quarantine. Cover extends to include any **treatment** necessary up to 14 days after return to the UK.

Exclusions

1. Costs resulting from an **injury** or **illness** first occurring or showing **clinical signs** before **your pet's** cover started.
2. Costs for cosmetic treatment, routine **treatment** or preventative **treatment** recommended by **your** vet to prevent **injury** or **illness** including trimming teeth, vaccination, spaying, castration, 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 **your pet**.
4. Any costs for house calls / out of hours calls unless deemed essential by **your** vet.
5. Costs of putting a **pet** to sleep, cremation or disposal.
6. Costs not backed up by a receipt/invoice showing full details of the costs incurred.

7. Costs for **treatment** of **conditions** arising from **your pet** being overweight, except weight gain as a result of a diagnosed **illness**.
8. Any **injury** or **illness** in quarantine unless every effort was made to conform to Government regulations concerning animals travelling abroad under the **Pet Travel Scheme**.

Note: There will be a 10% fixed deduction 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 will pay the market value, the price paid or the amount shown in the schedule (whichever is less) if an insured **pet** dies or is put down for humane reasons because of an **injury** or **illness** that happened or first showed **clinical signs** whilst **you** were outside the UK or whilst **your pet** was in quarantine. **You** must tell **us** immediately in writing of the accident or **illness**.

Exclusions

1. Putting a **pet** 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.
2. 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** that first showed **clinical signs** whilst **you** were outside the UK or whilst in quarantine.
3. Putting a **pet** to sleep for financial reasons or putting a **pet** to sleep because of its vicious tendencies or problems with its behaviour.
4. Death in quarantine unless every effort was made to conform to Government regulations concerning animals travelling abroad under the Pet Travel Scheme.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2

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

SECTION 3 - QUARANTINE FEES

Cover

We will pay the cost of quarantine if, despite **you** taking every step as laid down by the Government under the Pet Travel Scheme (as summarised in **your** Promises

section of this policy) to conform to the requirements which remove the necessity for quarantine, it is found that quarantine is required, either temporarily or for the full 6 months, on return to the UK as a result of the following: -

1. Microchip failure.
2. Loss or theft of **pet** documents.
3. **Pet illness**.
4. Unavoidable delay resulting in the parasitic **treatment** being out of date.

Exclusions

1. Quarantine fees if **you** cannot show that **you** took all practical steps in an attempt to conform to the regulations laid down by the Government under the **Pet** Travel Scheme, as outlined in Your Promises section of this policy.
2. Loss as a result of **your pet** being microchipped with a microchip which does not conform to ISO standard 11784 or Annex A to ISO standard 11785 (unless **you** provide **your** own microchip reader, at **your** own expense, to enable the microchip number to be read successfully).
3. Any **illness** which showed **clinical signs** before **you** embarked on **your** holiday, unless **your** vet certified prior to **you** leaving that **your pet** could travel.

SECTION 4 - HOLIDAY CANCELLATION

Cover

1. If **you** have to cancel **your** holiday because **your** cat or dog needs emergency **treatment** because of an accident or **illness** occurring within 14 days of the holiday and **your** vet certifies that **your pet** is too ill to travel, **we** will pay the costs that **you** cannot recover.
2. If **you** have to cut short **your** holiday because **your pet** needs emergency **treatment** due to an accident or **illness**, or if **your pet** dies or is lost whilst **you** are outside the UK, **we** will pay any costs **you** cannot recover or any additional expenses **you** incur as a result of having to travel home early. **We** will 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. Surgery for non-life-saving operations.
2. Costs for any holiday booked less than 28 days before **you** leave.
3. Loss following curtailment of **your** holiday due to **illness** or **injury** which showed **clinical signs** before **you** embarked on **your** holiday, unless **your** vet certified prior to **you** leaving that **your pet** could travel.
4. Expenses which can be claimed from any other source.

SECTION 5 - ACCOMMODATION

Cover

We will cover **you** up to the amount specified in the schedule for any reasonable, additional accommodation costs incurred by **you** if **your** stay outside the UK is extended due to: -

1. Unavoidable delay resulting in **your pet's** parasitic **treatment** becoming out of date.
2. **Your pet** suffering an **illness** or **injury** which a vet certifies prevents **your pet** from travelling.
3. Microchip failure.
4. Loss or theft of **your pet's** documents.

Exclusions

1. Loss arising as a result of **your pet** being microchipped with a microchip which does not conform to ISO standard 11784 or Annex A to ISO standard 11785 (unless **you** provide **your** own microchip reader, at **your** own expense, to enable the microchip number to be read successfully).
2. Any **illness** or **injury** which showed **clinical signs** before **you** embarked on **your** holiday, unless **your** vet certified prior to **you** leaving that **your pet** could travel.
3. Expenses which can be claimed from any other source.

SECTION 6 - REPATRIATION

Cover

We will cover **you** for any additional, reasonable repatriation costs for **your pet**, incurred as a result of:-

1. **Your pet** being seriously injured or suffering serious **illness**.
2. **Your pet** dying - including any reasonable disposal costs or costs of bringing the body back to the UK.

Exclusions

1. Loss following any **illness** or **injury** which showed **clinical signs** before **you** embarked on **your** holiday, unless **your** vet certified prior to **you** leaving that **your pet** could travel.

SECTION 7 - THEFT OR STRAYING

Cover

We will pay the market value, the price paid or the amount shown in the schedule for this section (whichever is less) if the insured **pet** is not found within 28 days of straying or being stolen. **Your pet** must have disappeared from **your** holiday address or whilst **you** were in transit to / from **your** destination. **You** must report it to the police as soon as **you** discover that **your pet** is missing.

We pay an extra amount up to 25% of **your pets** sum insured to cover the cost of advertising for lost or stolen **pets**, or for a reward which leads to getting **your pet** back. (**You** must get our written agreement before offering a reward). Alternatively, **we** will pay up to the

amount specified in the schedule for reasonable accommodation costs if **you** elect to stay longer on holiday in an attempt to find **your pet**.

SECTION 8 - REPLACEMENT DOCUMENTS

Cover

We will insure **you** for the necessary costs (e.g. veterinary charges, postage, fax & phone charges) incurred in obtaining duplicate documents for **your pet** in order that they may return to the UK without being placed in quarantine for the full 6 months, following loss or theft of the documents whilst **you** were on holiday.

SECTION 9 - PUBLIC LIABILITY - DOGS ONLY

Cover

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

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

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

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.

Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
3.
 - (a) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any claim for our own benefit;
 - (b) **You** must allow **us** to take proceedings in 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 the schedule.

Exclusions

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

1. Death or bodily injury, loss or damage to property sustained in connection with **your** carrying on of any trade, business or profession or use of the insured **pet** for hire or reward.
2. Death or bodily injury to **you**, any person handling the insured **pet** 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.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person handling the insured **pet** 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.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
5. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regards to the nature and circumstances of such act or omission.
6. The proportion of loss not directly attributable to the insured **pet** in respect of death or bodily injury, loss or damage to property sustained in an incident involving the insured **pet** and other animals.
7. Death or bodily injury, loss or damage to property as a result of the insured **pet's** interaction with other animals or worrying sheep.
8. Death or bodily injury, loss or damage to property as a result of any person handling the insured **pet** without **your** permission or consent.
9. Liability created by an agreement which would not have existed in the absence of the agreement.
10. 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.

CONDITIONS OF SETTING CLAIMS

1. If **we** request it, the vet attending **your pet** or the usual vet or previous vet must give **us** any information about the **pet**, including its full medical

- history, or its treatment. **You** must
2. To deal with a claim, **we** need the vet to complete a form detailing the **condition**, the **treatment** and the amount charged. **We** also need **you** to fill in the relevant parts of the claim form. **We** will not pay for any fee charged by **your** 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 **you** send **us** a recognised club registration document, pedigree certificate and purchase receipt. (**You** must pay for these.)
 4. It is **your** responsibility to prove the value of **your pet**. **We** will take into account the age, sex, breed and whether the **pet** is a registered pedigree or not. **You** must accept that a **pet'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 **pets** and further limited to 50% of the sum insured for **pets** 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, at our discretion alter premiums, cover, terms and conditions as **we** deem necessary for any reason including such factors as **you pet's** age or medical history.
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. All losses arising from the insured **pet** being neutered or spayed.
3. 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.
4. **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**.
5. Any loss which is the result of **your** breaking the United Kingdom regulations on animal health and importing animals.
 6. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
 7. All losses arising as a result of **your pet** undergoing organ transplants.
 8. 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.
 9. 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.
 10. **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.
 11. 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.

TRAVEL PROCEDURE CHECKLIST

So that **your pet** can travel under the Government's Pet Travel Scheme, there are certain conditions that must be met. For this policy to be valid **you** must comply with all the conditions set down by the Government as summarised below.

In the following order you must:

- **Have your pet microchipped.**

- **Have your pet vaccinated against rabies.**
- **Have your pet blood tested as least six months prior to travel.**
- **Gets a PETS certificate.**
- **Before your pet enters the UK, have it treated against ticks and tapeworms.**
- **Sign a declaration of residency.**
- **Use a valid method of transport.**

For full details of the Pet Travel Scheme and qualifying countries please contact DEFRA by phone on: 08702 411710 or visit them at www.defra.gov.uk/animalh/quarantine or email: pets.helpline@defra.gsi.gov.uk

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. This includes information on the cost of veterinary treatments (which may vary depending on **your** location) and general information about the breed of **your pet**.
 - (c) Changes to **your** circumstances such as the age of **your pet** or 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.

POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

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.

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.

CLAIMS

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 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, website: 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

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

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

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

Opening Hours: Mon to Fri 8.30am-5.00pm

The Equine and Livestock Insurance Company Limited
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>