

## 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.

## INTRODUCTION AND YOUR PROMISES TO US

**We** have pleasure in introducing this insurance policy from E&L<sup>®</sup>, for people who hire trailers or horse-drawn vehicles. Much careful research went into devising the policy. **We** hope **you** will be pleased with the level of cover and the service **we** are offering.

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

The policy is a contract of insurance. It may include new benefits, conditions and so on. If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read the policy carefully, as it may differ from what **you** have seen before.

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

The proposal form **you** fill in is the basis of this contract. **We** provide insurance under the policy for the sections listed in the **schedule** or any endorsement.

The policy **schedule** is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. **We** will not be liable for more than the limit of cover shown in the relevant part of the **schedule**. The policy depends on warranties (promises), conditions and exclusions. If **you** ask **we** may agree to change any part of the policy.

**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.

### Your promises

**You** promise that **you** will provide the hire trailer serial number to Equine and Livestock Insurance Company Limited prior to commencement of the policy.

The hire trailer will be clamped by a proper wheel clamp when not in use unless it is kept in a building:

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

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

**You** promise that **you** will keep the towing vehicle in a fit, proper and roadworthy condition.

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**.



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

## DEFINITIONS

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

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

**Period of insurance** - The period of time covered by this policy as shown in the policy **schedule**.

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

Hireguard 1 - Runs for the period of hire specified in the policy **schedule** up to a maximum of 31 days covering a single hire agreement from the commencement date and time shown on the policy **schedule**.

Hireguard 2 - Runs for a period of up to 183 days covering a single hire agreement. From the commencement date and time shown on the policy **schedule**.

Hireguard 3 - Runs for a period of up to 365 days covering a single hire agreement. From the commencement date and time shown on the policy **schedule**.

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

**Trailer** - The hire trailer or horse-drawn vehicle shown as insured in the **schedule**. This must be less than five years old.

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

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

## GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or

Isle of Man.

## SECTION 1 - FIRE, THEFT, ACCIDENTAL DAMAGE

### Cover

**We** will pay up to the cost price, market value or the sum insured as shown in the **schedule** or any endorsement (whichever is less) for fire, theft following forcible entry, or accidental damage to the hire trailer. It must have been under the custody or control of **you** or **your** immediate family. **We** will base the settlement on the sum insured value or the market value of the hire trailer (whichever is less).

**We** will choose whether to pay **you** or to repair or replace the items. **You** must provide a dated receipt or evidence of possession for the wheel clamps.

## SECTION 2 - REPLACEMENT HIRE

### Cover

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

## SECTION 3 - PUBLIC LIABILITY

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

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

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

### Conditions

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

pay **you** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for. **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment.

### Exclusions

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

## EXCLUSIONS APPLYING TO SECTIONS 1 AND 2

1. Depreciation, deterioration, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, mildew, rot, water leakage of any cause, or any gradually operating process.
2. Mechanical or electrical breakdown or fault.
3. Damage to tyres by braking or by punctures on roads, cuts or bursts.
4. Any horse-drawn vehicle while taking part in any driving trials or competitions, cross-country events or practising for them.
5. Any hire trailer:
  - (a) sub-let out for hire or reward; or

- (b) being used for anything except **Your** private purposes; or
  - (c) not maintained in an efficient condition; or
  - (d) being used in an illegal or dangerous manner.
6. Any amount above the last known list price of any part or accessory that is now useless or no longer available.
  7. Theft or attempted theft if the security requirements in **your** Promises have not been followed.
  8. Theft of any tack left in a hire trailer.
  9. Loss due to delay or detention by authorities.
  10. Loss due to storms.
  11. Loss, theft or malicious damage not reported to the police as soon as possible after discovery.

### SETTING CLAIMS

1. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim form.
2. **We** cannot accept any liability for a claim if this form has not been returned to **us** immediately and at most within 21 days.
3. Settlement is based on the sum insured value or the market value of the hire trailer (whichever is less).

### GENERAL CONDITIONS

1. **We** are only liable if **we** have received the correct premium before the start of each **period of insurance** or within the credit period if **we** have allowed one to an agent.
2. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
3. **You** must not misstate or omit or conceal a **material fact** from the proposal for this insurance when claiming against it. Otherwise the policy is void and **we** will not return the premium.
4. **You** must take all reasonable steps to prevent loss, damage or accidents and maintain any property covered under the policy in a sound and roadworthy condition.
5. How to claim: On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to **our** head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. If **you** have not received an acknowledgement from **us** within two weeks of sending them, **you** must send **us** the details again by recorded delivery. **You** must co-operate fully and truthfully to give **us** any information **we** may need.
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. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by **you** or someone acting on **your** behalf; someone caring for or in control of the insured property; or one of **your** relations, agents, employees, licensees, paying guests or someone living with **you**.
8. **You** must notify **us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **your** policy. **We** reserve the right to alter the terms of **your** policy immediately **we** are notified of such changes.
9. All losses must be backed up by receipts for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller. For theft or attempted theft claims, **you** must provide a dated receipt or evidence of possession for the wheel clamps.
10. This insurance will stop covering any item as soon as **you** sell it or part with any interest in it, whether temporarily or permanently.
11. 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.
12. When **we** invite **you** to renew **your** policy **we** may, at **our** discretion alter premiums, cover, terms and conditions as **we** deem necessary for any reason including such factors as **your** item's age.
13. 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.
14. 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.

### GENERAL EXCLUSIONS

1. Business use or hiring/lending out.
2. Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques / drafts / bank notes or the like.
3. Use of insured property for anything except social, domestic or pleasure purposes.
4. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
5. Any liability that arises only because of an agreement or contract.

6. Loss / depreciation resulting from reduction in the market value of any property covered under this policy.
7. Losses caused by an animal bolting, shying, kicking, escaping and so on if the animal has a history of doing so, unless **we** have been told about its history and have accepted it in writing.
8. Loss or damage in an unknown place or that cannot be identified as occurring within a certain 24-hour period.
9. Any loss occurring where the vehicle towing the trailer does not comply with the manufacturers recommendations.
10. 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.
11. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
12. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
13. Loss, destruction or damage directly from pressure waves caused by aircraft and other aerial devices.
14. Any claims arising as a result of **your**, or the insured horse's, participation in a prohibited and/or illegal activity.
15. **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**.

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

### PREMIUM AND EXCESS REVIEW

1. The premium and excess for this policy is reviewed at least once a year.
2. When reviewing **your** premium and excess **we** will consider any future impact to one or more of the following.
  - (a) Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information

includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.

- (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed.
- (c) Changes to **your** circumstances such as any change to **your** address.
- (d) Changes due to legislative, tax or regulatory requirements such as:
  - (i) expenses related to providing the insurance
  - (ii) policies lapse rates which means the average time policies are held
  - (iii) interest rates
  - (iv) tax rates
  - (v) the cost of any legal or regulatory requirements
3. As a result of the premium and excess review, **your** premium and/or excess may go up, stay the same or go down and there is no limit to the amount of any change.
4. If **we** change **your** premium and/or excess and **you** do not wish to continue **your** cover, **you** should contact **us** to cancel.

### POLICY ALTERATION OR REINSTATEMENT & 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

### GENERAL NOTES

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

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

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

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

### CLAIMS

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

### COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If **you** are unhappy with any aspect of **our** service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint. All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

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

the date of the Chief Executive Officer's response.

### CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

**Quotations/Sales:** t: 03300 243 254, f: 03300 242 971, e: [quotes@eandl.co.uk](mailto:quotes@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

**Claims:** t: 03300 243 438, f: 03300 242 971, e: [claims@eandl.co.uk](mailto:claims@eandl.co.uk)

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

**Existing Customers:** t: 03300 243 360, f: 03300 242 971, e: [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

**Affiliates/Brokers:** t: 03300 243 229, f: 03300 242 971, e: [broker@eandl.co.uk](mailto:broker@eandl.co.uk)

Opening Hours: Mon to Fri 8.30am-5.00pm

**The Equine & Livestock Insurance Co Limited**  
**Thorpe Underwood Hall, Ouseburn, York, YO26 9SS**  
**Telephone: 03300 243 360 Fax: 03300 242 971**

**email: [info@eandl.co.uk](mailto:info@eandl.co.uk)**  
**<http://www.eandl.co.uk>**