

INTRODUCTION

We have pleasure in introducing this insurance policy from E&L, for people who own dogs and cats. 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.

This is a master policy wording showing all Sections of cover available for all Our Pet insurance schemes. 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.

What You should do

Please read the policy as soon as You receive it. If You filled in an out-of-date proposal form or this is a renewal, We recommend You read the policy carefully as it may contain new benefits, terms and conditions. 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.

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.

YOUR PROMISE TO US

Your promise

You promise that Your Pet is sound and in perfect health at the start (and renewal for Non-Lifetime cover) of the Policy term, and that Your Pet does not have any Illness or Injury save those notified to Us. Any Pet that does not meet these health standards will not be covered for any Illness or Injury present at commencement of the Policy term.

PARTICULAR POINTS ABOUT COVER

The policy covers Your Pet whilst 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 Policy term 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 Policy term, We will not have to return any part of the premium for that period of time.

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 UK 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 policy will automatically renew unless you advise us otherwise.

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.

PET POLICY O/RS

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.

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.

Fraud Prevention and the sharing of information

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



Francis Martin
General Manager
Signed on behalf of the Equine & Livestock Insurance Company Limited.

DEFINITIONS

Accident - an event that happens completely by chance with no planning or deliberate intent.

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

Clinical signs - changes in the Pet's normal healthy state, Condition, appearance, its bodily functions or behaviour.

Complementary treatment - 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.

Excess - the amount You must pay towards each and every claim. This amount is deducted from the maximum level of cover. 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. For Lifetime policies, where the treatment dates fall within different calendar years you must pay an excess for each calendar year.

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.

Lifetime cover - Ongoing protection for the duration of the Pet's life up to the amount specified on Your schedule, as long as the policy is renewed each year and the premiums are kept up to date.

Non-Lifetime cover - A fixed-term contract of insurance which renews each Policy term.

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

Policy term: Yearly - Runs for 365 days from the commencement date shown on the policy schedule; automatically renews annually.

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

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

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

- (a) the date Your Pet dies;
- (b) the expiry of the current Policy term:
 - i. if You fail to renew Your policy and/or
 - ii. if We choose not to renew Your policy for whatever reason
- (c) the date You fail to pay Your premium;
- (d) the date You cancel Your policy;
- (e) the date We cancel Your policy for whatever reason.

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

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

UK - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
Veterinary Fees - reasonable, customary and essential fees typically charged by a vet in the provision of Treatment.

We/Our/Us - Equine and Livestock Insurance Company Limited.

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

SECTION 1 - VET'S FEES

Cover

We pay up to the amount shown in the Schedule for Treatment and/or Complementary treatment, following the diagnosis of a specific Illness or Injury. The amount applied renews each Policy term, subject to cover still being in force and the relevant premiums having been received by Us.

If Your total Veterinary Fees seem likely to exceed £1,000, You must notify Us immediately as We may wish to obtain a second opinion from Our veterinary advisor.

Where We consider:

- Veterinary Fees charged appear greater than conventional fees charged by an attending/referral practice; and/or
 - Treatment received may not have been required or may have been excessive when compared with Treatment conventionally undertaken by an attending/referral practice
- We reserve the right to obtain a second opinion from Our veterinary advisor; where there is a dispute We will pay only those Veterinary Fees deemed reasonable and essential by Our veterinary advisor.

We will contribute a sum of 30p per cat and 60p per dog per day up to the limits specified in the Schedule to assist towards the cost difference between Your Pet's normal diet and any special diet prescribed by and only available from Your vet as part of the Treatment to dissolve bladder stones or crystals in urine.

While Your Pet continues to receive Treatment and/or Complementary treatment, unless

We say otherwise We will need a written note from You every 90 days informing Us of any Veterinary Fees incurred and the current state of Your Pet's health.

NB. We can not 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 that:
 - a) first showed Clinical signs before Your Pet's cover started,
 - b) is the same as or has the same diagnosis or Clinical signs as an Injury, Illness or Clinical signs Your Pet had before cover started;
 - c) is caused by, relates to or results from an Injury, Illness or Clinical signs Your Pet had before cover started.
2. Treatment received or prescribed for use by Your Pet after insurance cover lapses for whatever reason.
3. The cost of any Treatment if a claim has not been submitted within 90 days of the first date Your Pet received Treatment.
4. Costs for cosmetic Treatment, routine Treatment or preventative Treatment recommended by Your vet to prevent Injury or Illness including but not limited to, trimming, scaling, polishing teeth and the removal of deciduous teeth, vaccinations, spaying, castration, removal of retained testicles, de-matting, grooming or nailclipping, breeding and any claims arising as a result of these procedures.
5. Any costs arising from vicious tendencies or behavioural problems shown by Your Pet.
6. Any costs for house calls/out of hour's calls and residential veterinary treatment unless Your vet confirm as that Your Pet was suffering from a life endangering condition.
7. Costs of putting a Pet to sleep, cremation and disposal.
8. Costs not backed up by a receipt/invoice showing full details of the costs incurred.
9. Any costs incurred 365 days after the occurrence of an Injury to the insured Pet, or after the insured Pet displayed Clinical signs of an Illness; unless Lifetime cover has been chosen and is detailed on the schedule.
10. Costs for Treatment of Conditions arising from Your Pet being overweight, except weight gain as a result of a diagnosed Illness.
11. Prescribed diets other than those detailed above.
12. Any costs incurred in undergoing diagnostic tests unless there is a clear symptom or Clinical sign present.
13. Any additional costs resulting from a referral to a laboratory for assessment except the first £20 for interpretation.
14. Any costs incurred in the prescription of medication not dispensed by the attending and/or referral vet.
15. Any Injury or Illness occurring outside of the UK.
16. We do not cover any claim in relation to Your Pet being pregnant or in relation to giving birth.
17. The cost of buying or hiring equipment (including baskets, cages, bedding or litter).
18. Complementary treatment that has not been specifically recommended by Your vet in respect of the condition suffered.
19. Any claim as a result of tooth or gum disease.
20. The Excess applicable to this section of cover.
21. Any Condition excluded from cover as detailed on the schedule.

Note: There will be a fixed deduction of 10% from any recoverable hospitalisation costs claimed for under 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 Your Pet dies during the Policy term or is put down for humane reasons because of Injury or Illness that happened or started within 365 days of the death. The death must occur within 365 days of the onset of the Illness or Injury. You must tell Us immediately of the onset of an Illness or Injury

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 value for Pets aged 6 years or more.

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.
3. Putting a Pet to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or problems with its behaviour.
4. Death due to Illness of any dog or cat aged 8 years or over at the inception or renewal of any policy for Non-Lifetime policies.
5. Death due to Illness of any dog or cat aged 10 years or over at the inception or renewal of any policy for Lifetime policies.

6. We do not cover any claim in relation to Your Pet being pregnant or in relation to giving birth.

7. The Excess applicable to this section of cover.
8. Any Condition excluded from cover as detailed on the schedule.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2.

1. If there is any Illness of, or Injury to, Your 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 Your 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 the cause of death is not known.

SECTION 3 - BOARDING KENNEL/CATTERY FEES

Cover

We pay the cost of boarding Your Pet for the duration that You are a registered in-patient of a hospital provided You suffer:

- any bodily Injury, sickness or disease and You are in hospital for longer than the period shown in the schedule; and
- there is no other responsible person who can care for Your Pet. You must board Your Pet at a licensed kennel or cattery and We will pay up to the amount given in the policy schedule.

Exclusions

1. Any claims by You or Your partner for:
 - (a) pregnancy;
 - (b) any hospital Treatment that was expected or probable when You started or renewed this insurance; and any medical Condition You or Your partner already have which might happen again;
2. Any claim if:
 - (a) You do not send Us receipts from the boarding kennel or cattery clearly showing the name of the Pet, the owner's name and address, the date Your Pet was cared for by the kennel or cattery and the amounts charged for each day;
 - (b) a medical certificate from the hospital You attended does not show Your name and address or We do not receive it.

SECTION 4 - HOLIDAY CANCELLATION

Cover

If You have to cancel or cut short Your holiday because Your cat or dog needs emergency life-saving surgery because of an Accident or Illness 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. Surgery for non-life-saving operations.
2. Costs for any holiday booked less than 28 days before You leave.
3. Expenses that can be claimed from any other source.

SECTION 5 - 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 the insured Pet is not found within 28 days of straying or being stolen. It must have disappeared from Your address or another place as given in the proposal form or approved by any endorsement. You must report it to the police and local animal welfare centres as soon as You discover that Your Pet is missing.

We pay up to the specified amount on the schedule to cover the cost of advertising for lost or stolen Pets or paying a reward which leads to getting Your pet back. (You must get Our written agreement before offering a reward).

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 value for Pets aged 6 years or more.

Exclusions

1. Theft which does not involve forcible and violent entry to a secure area, such as a pen or Your home.
2. Any reward to a member of Your family or somebody residing at Your address.

SECTION 6 - ACCIDENTAL DAMAGE

Cover

We insure You for Accidental damage to personal property that is not owned by You, a member of Your Immediate family, a relative, employee, guest or other person who is responsible for or in control of Your Pet. You are covered while the Pet is visiting someone else's property, whether or not You are legally liable for the damage. You must give Us evidence of the loss. The damaged item must not be disposed of without Our written consent.

Exclusions

1. Damage to any motor vehicle or its contents.
2. Damage caused by Your Pet vomiting, defecating (fouling) or urinating.
3. Damage while the Pet is left unattended.

SECTION 7 - BURGLARY REWARD

Cover (dogs only)

If Your family Pet restrains a burglar in Your home and this leads to a conviction of the person involved, We pay up to the amount shown in the schedule.

Exclusions

1. Any property connected with a business or any commercial operation.
2. Any dog not kept purely as a family Pet unless the schedule specifically identifies Your Pet as a working dog.

SECTION 8 - 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 Policy term and caused by or through Your ownership of the dog 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 dog for hire or reward.
2. Death or bodily Injury to You, any person handling the insured dog 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 dog 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 dog in respect of death or bodily Injury, loss or damage to property sustained in an incident involving the insured dog and other animals.
7. Death or bodily Injury, loss or damage to property as a result of the insured dog'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 dog 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.

SECTION 9 - TRANSPORT COSTS

Cover

We cover You up to the amount stated in the schedule for any reasonable transport or mileage costs incurred if Your vet refers Your Pet to another practice or veterinary school. Personal mileage costs will be calculated at 11p per mile.

Exclusions

1. Any repeat journey costs unless agreed by Us.
2. Any loss not backed up by a detailed receipt for public transport or fuel and full details of mileage travelled.

SECTION 10 - PERSONAL ACCIDENT

Cover

We cover You up to the amount stated in the schedule as a result of lost income if You are bitten by Your Pet 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 this and have accepted it in writing.

SECTION 11 - DOG WALKER

Cover

We pay up to the amount stated in the schedule for the reasonable cost of paying someone to daily walk Your dog if You suffer any bodily Injury, sickness or disease that requires You to go to hospital. Your stay in hospital must be longer than the period shown in the schedule and there must be no member of Your Immediate family able to look after Your dog. We must agree to the amount to be paid to the person looking after the dog before they accept any responsibility unless emergency hospital Treatment is required.

Exclusions

1. Any claims by You or Your partner for:
 - (a) pregnancy;
 - (b) any hospital Treatment that was expected or probable when You started or renewed this insurance; and any medical Conditions You or Your partner already have or which might happen again.
2. Any claim that is not supported by a cheque stub showing the amount paid or written confirmation from the carer that the agreed sum has been received.
3. Any claim where a medical certificate from the hospital You attended does not show Your name, address or dates that You were hospitalised or that We do not receive.

CONDITIONS OF SETTLING CLAIMS

1. To assist Us in processing Your claim as quickly as possible please obtain a copy of Your Pets medical history from your vet, to enclose with Your completed claim form. If We request it, the vet attending Your Pet must provide Us with any information about the Pet We require to assess Your claim. You 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 the amount charged. We also need You to fill in the relevant parts of the claim form. It is Your responsibility to ensure that all the information submitted is correct. 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. This is a policy of indemnity. Therefore We are not liable to pay any Vets fees claim until the Treatment for the Condition is completed. Where Treatment is ongoing or expensive We may choose to offer an interim payment at our own discretion.
4. 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.)
5. 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.

GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. How to claim; On discovering any Accident, Illness, loss, destruction or damage giving rise or likely to give 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, PO Box 100, York, YO26 9SZ. 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 Policy term 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 £2.99 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 nor meet any claim.
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 agree 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, including change of address. 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 Your Pet's age or medical history.

14. Your Pet must have a general health check and subsequent Treatment recommended by the vet every 12 months. If you do not have a general health check which could have detected a condition earlier it will invalidate any claim. Any general health check will be at your own cost.

15. We will deduct any amount due to Us from any claim settlement.

16. If You submit a claim relating to a previous Policy term and You do not have Lifetime cover We may backdate any exclusion to the start of the relevant Policy term.

17. If Your Pet has suffered from a Condition that has not been disclosed to Us at the inception of the policy, We may place an exclusion retrospectively to the date of inception.

18. Once We are notified of a claim, We can disclose information about Your policy to any vet involved in treating Your Pet. We may also disclose information about Your policy with other insurers where necessary.

19. If We ask You to take Your Pet to a vet of Our choice, You must do so.

20. The Pet must be owned by the named insured as stated on Your policy documents. The policy will cease immediately if You no longer own the Pet

21. All losses must be supported by a receipt obtained at the same time as the purchase of Your Pet confirming the date of purchase, price paid and name and address of the seller; the receipt must be submitted with the claim form.

22. If Your policy renews or is upgraded after the start of a claim but prior to settlement of the claim, We will base the settlement amount on the basis of the cover level stated in Your policy schedule applicable at the date of the onset of the Condition. You cannot increase the level of cover applicable to a Condition after the onset of that Condition.

23. Your Pet must either wear a collar and ID tag at all times or be microchipped.

GENERAL EXCLUSIONS

1. Any medical Condition that existed or is connected to a Condition that existed before the insurance policy began.

2. Any claims for illness and/or disease displaying Clinical signs within 14 days of policy inception.

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 UK 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.

13. The cost of any Treatment received outside of the UK unless specifically agreed to by Us in writing before the Treatment commenced.

14. Any injury that occurred or and Condition that displayed Clinical signs outside of the UK.

15. Any Condition that is excluded from cover.

16. Any costs incurred after We stop receiving Your premium.

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 & CANCELLATION RIGHTS

If You wish to cancel Your policy within the first 14 days of policy inception/review and You have not made a claim there is no penalty regarding premiums, and upon cancellation You will be entitled to a full return of premiums.

If You wish to cancel after 14 days of policy inception/review and You have not made a claim You can cancel at any time and will be entitled to the return of the unexpired portion of Your premium. However, We will deduct the reasonable cost of setting up and administering Your policy. 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 less a reasonable amount for the time the policy has been in force. 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 £5.

If You ask to alter this policy, its schedule or any part of the cover there will be a reasonable endorsement fee.

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 08449 809 565, fax 08449 809 410 or by emailing policyadmin@eandl.co.uk. If You have not received an acknowledgement from Us within 14 days, You must post the details by recorded delivery.

COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If You are unhappy with any aspect of Our service, please address Your complaint to the appropriate Departmental Manager, for example, Quotations, Claims, Policy Administration etc. Following this, if You remain unhappy with the Manager's response, You may write to the General Manager for a final response within 8 weeks of the date of the Departmental Manager's letter.

All correspondence should be addressed to Equine & Livestock Insurance Co Ltd, PO Box 100, Ouseburn, York YO26 9SZ.

If You do not receive satisfaction through Our internal complaints handling procedures, You may refer Your complaint to the Financial Ombudsman Service at Customer Contact Division, South Quay Plaza, 183 Marsh Wall, London, E14 9SE (tel: 0845 080 1800) within 6 months of the date of the General Manager's final response.

CONTACT INFORMATION

Quotes: Phone 08449 809 520, Fax 08449 809 410

E-mail quotes@eandl.co.uk

Opening Hours: Mon to Fri 8am-8.30pm Sat 8.30am-5pm Sun 9am-4pm

Claims: Phone 08449 809 400, Fax 08449 809 410

E-Mail claims@eandl.co.uk

Opening Hours: Mon to Fri 8am-5.30pm Sat 9am-12pm

Policy Administration: Phone 08449 809 565, Fax 08449 809 410 (Fax)

E-mail policyadmin@eandl.co.uk

Opening Hours: Mon to Fri 8am-5.30pm Sat 9am-12pm

Policy Cancellations: Phone 08449 809 117, Fax 08449 809 410,

E-Mail cancellations@eandl.co.uk

Opening Hours: Mon to Fri 8am-5.30pm

Renewals: Phone 08449 808 921, Fax 08449 809 410

E-Mail renewals@eandl.co.uk

Opening Hours: Mon to Fri 8am-5.30pm Sat 9am-12pm

The Equine & Livestock Insurance Co Limited
PO Box 100, York, YO26 9SZ
Telephone: 08449 809 610 Fax: 08449 809 410
email: info@eandl.co.uk
<http://www.eandl.co.uk>