

## INTRODUCTION

We have pleasure in introducing this insurance policy from The Equine and Livestock Insurance Company Limited 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.

We reserve the right, upon each renewal of your policy, to make changes to the scope of your insurance cover including, but not limited to, excess and premium levels. You have to renew the policy and make each premium payment for cover to remain in force. However, there is no guarantee that we will offer to renew your insurance and/or we may cease to underwrite the policy at any time for whatever reason.

### 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 If you filled in an out-of-date proposal form or this is a renewal, we recommend you read the policy carefully as it may contain new benefits, terms and conditions.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 policy 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 (or renewal) of the policy term, and that your pet does not have any illness or injury except for 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 policy 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 policy 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 policy schedule. Your intermediary will not be or become our intermediary for giving notice about any claims or any other matter. If you ask, we may agree to change any part of the policy.

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

## 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 wording.

## 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  
on behalf of The Equine and Livestock Insurance Company Limited.

## DEFINITIONS

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

**Bilateral Condition** - any condition affecting body parts of which your pet has two, one each side of the body such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae. When applying a benefit or exclusion bilateral conditions are considered as one condition.

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

**Complementary treatment** - physiotherapy, hydrotherapy, acupuncture, homeopathic or herbal medicines. Note: all complementary treatment must be carried out by your vet or a suitably qualified person (who is a member of a recognised association) recommended by your vet.

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

**Excess** - the amount(s) you must pay towards each and every claim. Excesses are applicable to each condition receiving treatment which is not related to any other injury or condition receiving treatment. An excess is payable for each twelve month period during which treatment is received.

**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 renewal.

**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 this 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. 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.

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

**Veterinary Fees** - the customary and essential amount vets typically charge when providing treatment for Injury or Illness.

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

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

## SECTION 1 - VET'S FEES

### Cover

We pay up to the amount shown in the Schedule for treatment and/or complementary treatment as a result of an injury occurring during the policy term; subject to cover being in force and the relevant premiums having been received by us.

Where we consider:

- **veterinary fees** appear greater than standard fees charged by an attending/referral practice; and/or
  - **treatment** may not have been required or may have been excessive
- 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.

**Note: We cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history are received.**

### Limitations to Cover

- **We** will contribute up to £90 for house calls/out of hours calls if **your** vet has confirmed that **your pet** was suffering from a life endangering condition.
- **We** will contribute up to £40 towards hospitalisation fees. 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.
- **We** will contribute up to £20 per occasion towards the costs of interpretation fees.
- **We** will contribute up to £250 per **condition** towards hydrotherapy costs.
- **We** will contribute up to £45 for the costs of consultation fees for each separate visit to/by the vet as a result of the **condition**. The limit is increased to £90 for referral vets.

### Exclusions

1. Any **illness**
2. Costs resulting from an **injury** that-
  - (a) first showed **clinical signs** before this policy began,
  - (b) is the same as, or has the same diagnosis or **clinical signs** as, an **injury** or **illness** or **clinical signs** **your pet** displayed before this policy began,
  - (c) is caused by, relates to or results from, an **injury** or **illness** or **clinical signs** **your pet** displayed before this policy began.
3. **Treatment** received by **your pet** after the **policy term** lapses for whatever reason.
4. Costs for cosmetic, routine and/or preventative **treatment** recommended by **your** vet to prevent **injury**, including but not limited to, trimming, scaling or polishing teeth, vaccination, spaying, castration, grooming or nail clipping, breeding, whelping, kitting 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. Costs of putting a **pet** to sleep, cremation and disposal.
7. Costs not supported by a receipt/invoice showing full details of the costs incurred.
8. Costs for **treatment** of **conditions** arising from **your pet** being overweight.
9. Prescription diets.
10. The **excess** applicable to this section of cover.
11. Any costs incurred in undergoing diagnostic tests unless there is a clear symptom or **clinical sign** present..
12. Any costs incurred in the prescription of medication not dispensed by the attending and/or referral vet.
13. Any **injury** occurring outside of the United Kingdom, Channel Islands or the Isle of Man.
14. Any costs incurred by the attending and/or referral vet including but not limited to the prescription of medication not dispensed by the vet, administration fees, dispensing fees, clinical waste fees, handling fees and/or postage and packaging.
15. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.
16. The cost of buying or hiring equipment (including baskets, cages, bedding or litter).
17. Any fees for surgical equipment that can be used more than once.
18. Any costs relating to prosthetic limbs and cost in relation to the fitting of a prosthetic limb except hip and/or elbow replacements.

### CONDITIONS OF SETTLING CLAIMS

1. The attending and/or referral vet and all previous vets must provide **us** with any information requested; **you** must pay for any costs incurred. If **we** ask **you** to take **your pet** to a vet of **our** choice, **you** must do so.
2. 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.
3. This is a policy of indemnity; **we** are not liable to pay any **vet's fees** claim until the **treatment** for the **condition** is completed; **we** may choose to offer an interim payment at **our** own discretion.
4. If any information is provided in a foreign language **you** will be responsible for any costs involved in translating the information provided.
5. **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.
6. 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.

7. **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.

8. 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**.

9. 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 CONDITIONS

1. 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**; **your pet** must either wear a collar and ID tag at all times or be microchipped.
2. **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.
3. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
4. **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.
5. 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.
6. **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.
7. 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.
8. **We** will deduct any amount due to **us** from any claim settlement.
9. 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**.
10. 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.
11. **You** must always take reasonable steps to prevent **accidents** and to minimise any claims under this policy.
12. 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.
13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **your** legal rights and does not replace them.

### GENERAL EXCLUSIONS

1. Any medical **condition** or **injury** that existed or is connected to a **condition** or **injury** that existed before the insurance policy began.
2. All claims arising from the insured **pet** being neutered or spayed.
3. Any **condition** or **injury** that is excluded from cover.
4. Outside of the **UK** - the costs of any **treatment** received, or **injury** that occurred or **condition** that displayed **clinical signs**.
5. 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.
6. All claims arising as a result of **your pet** undergoing organ transplants.
7. Any costs incurred after **we** stop receiving **your** premium.
8. Any claims howsoever arising from vicious tendencies or behavioural problems shown by **your pet**.
9. **We** will not pay for any claims which are not expressly covered by the terms and conditions of this policy.
10. **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**.

11. Any claim caused by or arising from the failure of any computer hardware or software or any other electrical equipment.

12. 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.

13. **We** do not cover any claim 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.

If **we** allege that, by reason of exclusions 8 and/or 17, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

#### POLICY ALTERATION & DUPLICATE DOCUMENTS

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

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

#### CANCELLATION RIGHTS

**You** can cancel at any time.

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

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

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

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

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

Should **you** wish to alter **your** policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk) If **you** have not received an acknowledgement from **us** within 14 days, **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.

#### MAKING A CLAIM

On discovering any **injury**, giving rise or likely to give rise to a claim under the policy, **you** need to obtain a claim form. **We** can not make any decision regarding **your** claim without a claim form and any relevant information required. The quickest and easiest way to obtain a claim form is on **our** website. Log on to [www.eandl.co.uk](http://www.eandl.co.uk) and **you** will be able to download a claim form from the Claims section on the Contact Us page. If **you** do not have access to the internet please contact **us** either by email at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438 and **we** will be able to send **you** a claim form through the post.

It is **your** responsibility to ensure that all the information submitted is correct.

Once **we** have received **your** claim form **we** will send an acknowledgement of receipt. **We** will then only contact **you** again if **we** require any further information to process **your** claim. If **we** require further information **we** ask that **you** co-operate fully and truthfully to give **us** any information **we** may need. Once the claim has been completed **we** will notify **you** of **our** decision. If **you** have not had any contact from **us** within 5 working days of sending the claim form please contact **us** either by email at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438.

If **you** require any assistance with any aspect of **your** claim please contact **us** either by email 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 General Manager. **We** will issue a response within 8 weeks from the date we receive your complaint.

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

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

#### CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is via email (upon receipt of a valid email address). **We** feel that contact via email is the quickest method of communication and using email rather than the post is kinder to the environment. Therefore if **you** have not already provided **us** with **your** email address please notify **our** Customer Contact Department as detailed below:-

Quotations/Sales: Phone 01423 334 833, Fax 03300 242 971  
E-mail [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: Phone 03300 243 438, Fax 03300 242 971  
E-Mail [claims@eandl.co.uk](mailto:claims@eandl.co.uk)  
Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

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

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