

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.

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 IMPORTANT NOTES

We have pleasure introducing this policy, with insurance cover from E&L®, for people who play golf. Much careful research went into producing the policy. We hope You will be pleased with the level of cover and the service We are offering.

You will see that the policy lists the cover We offer. Please read the policy and Your Schedule as soon as You receive them. 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 it and You return it to Us within 14 days without making a claim, We will cancel the policy and refund the whole of Your premium.

The policy is a contract of insurance. This policy may include new benefits, terms and conditions. We recommend You read this policy carefully, as it may be different 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.

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 Insurance or within 28 days if We allow a credit period to an insurance 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 will provide insurance under this policy for those specific sections detailed in the Schedule or any endorsement.

The Schedule is an important document. 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 indemnity shown in the relevant part of the Schedule. The policy depends on warranties, conditions and exclusions. Your intermediary will not 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 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.

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 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 Schedule.



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

GEOGRAPHICAL LIMITS

This policy provides cover anywhere within Great Britain, the Isle of Man, the Channel Islands or the European Union together with up to 120 days insurance anywhere in the World, as specified in the Schedule.

SINGLE ITEM LIMIT

No insurance cover is provided for any item of Golfing Equipment in excess of £1,500 in value.

DEFINITIONS

Clinical Signs - changes in Your normal healthy state, condition, appearance, bodily functions or behaviour.

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.

Golfing Equipment - the individual golf clubs, golf bags, golf shoes and umbrellas, waterproof clothing, golf trolleys specified in the Golf Insured Items List and any unspecified single item with a value of less than £50, owned by You and used exclusively by You for the playing or practising of golf.

Golfing Venue - where golf is played or practised and is provided by a private member's club or public or municipal facility.

Home - Your place of residence but does not include garages or outhouses which are not attached to or form part of Your home, or sheds, or any other structures within the boundaries of the property.

Immediate Family - Your spouse or person living with You, parents and children (by birth or adoption).

Loss of One or more Limbs - physical severance or complete and irrecoverable loss of use of both arms at or above the elbow or both legs at or above the knee.

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 time during which We provide insurance cover:-

Annual - 365 days calculated from and including the date of policy inception or renewal; this renews annually.

Lunar Monthly - 28 days calculated from and including the date of policy inception or renewal; this renews every 28 days.

Calendar Monthly - a calendar month; this renews every calendar month.

In all cases, automatic renewal is subject to receipt of the appropriate premium.

Pre-Existing - that which existed before the Period of Insurance began.

Schedule - the Policy Schedule showing Your details and cover provided.

Unattended - not continually supervised by an adult.

Unoccupied - Your Home is not occupied by You or a member of Your Immediate Family.

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

You / Your / the Policyholder - the person(s) named in the Schedule.

SECTION 1 - GOLFING EQUIPMENT

Cover

We insure You up to the amount specified in the Schedule or market value (whichever is less) for the theft, accidental loss of or damage to, Your Golfing Equipment whilst at Home, at a Golfing Venue or in direct transit to and from a Golfing Venue or in an Unattended Vehicle.

We also insure You up to £500 (with a single item limit of £100) for the theft or damage by fire of Your personal effects whilst in the clubhouse, pro-shop or caddie-master's hut at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 1 (GOLFING EQUIPMENT)

Exclusions Applicable whilst at Home

1. Any theft, attempted theft, loss of or damage to Your Golfing Equipment whilst in locked garages or outhouses which are not part of Your Home, or from sheds, or any other similar structures within the boundaries of Your property.

2. Loss or damage where Your Home is left Unattended or Unoccupied for a period in excess of 21 days.

Exclusions Applicable whilst at a Golfing Venue or in Direct Transit

3. Any theft, attempted theft, loss of or damage to Your Golfing Equipment whilst at a Golfing Venue that is not reported to the Club Secretary immediately and a written report obtained.

4. Any theft, attempted theft, loss of or damage to Your Golfing Equipment whilst in a Golfing Venue locker without visible evidence of forcible and violent entry to the locker.

5. Golfing Equipment in transit that has not been carefully packed and packaged so as to prevent damage.

Exclusions Applicable whilst in an Unattended Vehicle

6. Loss or damage of any kind between midnight and 7am unless the Unattended vehicle is in a locked garage.

Theft, attempted theft, loss of or damage to Your Golfing Equipment whilst in :-

7. A taxi, van or similar vehicle, commercial vehicle or vehicle used as such, caravan (static or mobile), mobile homes or vehicles converted for this purpose.
8. A vehicle unless all points of access including sunroof are shut and securely locked, keys removed and alarm (where appropriate) operational.
9. A motor vehicle UNLESS the Golfing Equipment is placed in a locked boot or concealed under a parcel shelf or manufacturers internal fitted cover.
10. A convertible "soft-top" vehicle UNLESS the Golfing Equipment is placed in a compartment which can only be opened by unlocking the boot lid and not by any other means, i.e. via the rear seats.
11. A luggage container fitted to the exterior of the vehicle.
12. A vehicle which is not taxed, insured or having a current MOT (if required).

Exclusions Applicable to Your Personal Effects

13. Any items left in Unattended golf bags.
14. Computers, cameras, camcorders, notes, coins and currency, cheques, credit cards, stamps, securities and documents in any form, keys, mobile phones and accessories, jewellery, articles of precious metals, stones, fur, watches, spectacles or contact lenses and property more specifically insured elsewhere.

Other Exclusions Applicable to Section 1

15. Any item of Golfing Equipment not specified in the Golf Insured Items List of Your policy documentation.
16. Any theft, attempted theft, loss of or damage to Your Golfing Equipment that does not have visible evidence of forcible and violent entry.
17. Any theft, attempted theft or loss not reported immediately to the Police and a crime reference number obtained.
18. Golf balls and golf tees.
19. Golfing Equipment damaged during use.
20. Damage where the item claimed for is not made available to the Company for inspection. Items claimed for can only be disposed of with the prior agreement of the Company.
21. Damage covered under any manufacturer's guarantee.
22. Loss or damage due to wear and tear, cleaning, repairing or restoring any article, inherent defect or faulty maintenance, mechanical breakdown, electrical currents, the action of light or atmospheric conditions, battery acid, vermin, moths or any other graduating cause.
23. Loss because You or the person responsible for the Golfing Equipment chose to give up ownership or possession, even if there was a fraudulent scheme, trick or false pretence.
24. Equipment leased, hired or rented to others by You.
25. Golf Buggies.
26. Batteries (for electric golf trolleys).

CONDITIONS APPLICABLE TO SECTION 1 (GOLFING EQUIPMENT)

- A. If Your Golfing Equipment (excluding clothing) is lost, damaged or stolen within the New For Old period specified in the Schedule, We will pay for the cost of repair or replacement. Replacement will be based on the sum insured value or new market value if less as detailed in the Policy Schedule.
- B. Replacement will be with property of the same or similar specification and quality without any deduction for wear and tear. The claim settlement may take into account any discount that would be available to Us if We'd exercised our right to purchase replacement Golfing Equipment using a supplier determined by Us.
- C. In the event You refuse Our offer of replacement Golfing Equipment or by Our choice, We may offer a cash settlement of the sum insured or market value (whichever is less) after allowing for wear and tear and depreciation.
- D. Upon settlement of any claim, the property in respect of which payment is made shall belong to the Company.
- E. The age of the Golfing Equipment is deemed to be from the date of purchase new until the date of loss or damage.
- F. Where any item of Golfing Equipment consists of articles in a pair or set, We will not pay more than the value of the particular part(s) which are the subject of the claim, without reference to any special value which such article(s) may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.

SECTION 2 - PUBLIC LIABILITY

Cover

We insure You up to the amount specified in the Schedule in respect of:

Amounts You become legally liable to pay and/or Costs and expenses of defending litigation incurred with Our written consent for claims made against You for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the Period of Insurance and caused by or through You playing or practising golf at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 2 (PUBLIC LIABILITY)

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 Your Golfing Equipment for hire or reward.
2. Death or bodily injury to You, any person using the Golfing Equipment with Your permission or consent, any member of Your Immediate Family, Your agent or licensee, save for any person temporarily employed as a caddy 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 relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of You, any person using the Golfing Equipment with Your permission or consent, any member of Your Immediate Family, Your agent or licensee, save for any person temporarily employed as a caddy 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 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. Liability created by an agreement which would not have existed in the absence of that agreement.
7. Death or bodily injury, loss or damage to property as a result of any person using the Golfing Equipment without Your permission or consent.
8. Loss arising out of the ownership, possession, use or operation of mechanically propelled driven vehicles, by You or anyone acting on Your behalf.
9. Exemplary, punitive or aggravated damages or damages by way of penalty or fine or damages similar thereto.

CONDITIONS APPLICABLE TO SECTION 2 (PUBLIC LIABILITY)

- A. You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- B. You must inform Us immediately of any impending prosecution inquest or fatal injury inquiry or civil proceedings. You must send Us every piece of correspondence and document You receive without replying to it.
 - C a) You must allow Us to take over and conduct in Your name the defence or settlement of any claims for our own benefit;
 - b) You must allow Us to take proceedings in Your name, at our expense and for our own benefit, to recover compensation or secure an indemnity from any third party; and
 - c) You shall give all information and assistance We require.
- D 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 that the claim(s) can be settled for;
- b) We will have no further liability to the claim(s) except for the third party's costs and expenses incurred before the date of the payment; up to the amount specified in the Schedule.

SECTION 3 - PERSONAL ACCIDENT

Cover

We insure You up to the amount specified in the Schedule if You suffer bodily injury resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a Golfing Venue AND such injury shall, within 12 months, be the sole cause of death, total permanent loss of sight in both eyes or deafness in both ears, Loss of One or more Limbs or total permanent disablement preventing You from engaging in any gainful business or occupation of any kind and will continue for the rest of Your life.

Benefits reduced to 25% for people less than 16 years of age.

SECTION 4 - TEMPORARY DISABLEMENT

Cover

We insure You up to the amount specified in the Schedule if You suffer bodily injury resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a Golfing Venue AND such injury shall be the sole cause of temporary disablement preventing You from engaging in gainful business or any kind.

Benefits are reduced by 50% for students or the unemployed.

EXCLUSIONS APPLICABLE TO SECTIONS 3 AND 4 (PERSONAL ACCIDENT / TEMPORARY DISABLEMENT)

1. Bodily injury that happens whilst under the influence of alcohol or drugs.
2. Bodily injury arising from, or aggravated by, a Pre-Existing illness or medical condition.
3. Any act of deliberate self-inflicted injury or suicide.
4. Any result of pregnancy, childbirth, physical defect, infirmity or existing medical condition, unless We have been told about it and have accepted it in writing.
5. Loss arising out of the ownership, possession, use or operation of mechanically

propelled driven vehicles, by You or anyone acting on Your behalf.

6. Loss if You do not obtain the care of a suitably qualified medical practitioner as soon as possible.
7. Any person over the age of 75 as at the date bodily injury is sustained.

CONDITIONS APPLICABLE TO SECTIONS 3 AND 4 (PERSONAL ACCIDENT / TEMPORARY DISABLEMENT)

- A. We will not make a payment for the same accident or the same person under more than one of the benefits listed in the Schedule. After We have agreed to pay one of the scheduled benefits, We will have no further liability for that person.
- B. Payment for total permanent disablement will start after 365 consecutive days of disablement, properly certified by a Doctor who We accept.
- C. Payment for temporary disablement will start after 14 consecutive days of disablement, properly certified by a Doctor who We accept.

SECTION 5 - DENTAL COVER

Cover

We insure You up to the amount specified in the Schedule for emergency dental treatment if You suffer an injury to Your teeth resulting solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 5 (Dental Cover)

1. Emergency treatment which did not commence within 7 days of the date of the dental injury.

SECTION 6 - CLUB MEMBERSHIP FEES

Cover

We insure You up to the amount specified in the Schedule for the payment of annual club membership fees paid or contracted to be paid by You in the event You are unable to play or practise golf for more than 49 days as a result of an illness or accidental bodily injury sustained solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 6 (CLUB MEMBERSHIP FEES)

1. The proportion of joint membership fees which do not relate directly to You.
2. Any person over the age of 75 as at the date of the bodily injury or the date upon which the illness first showed Clinical Signs.
3. Bodily injury or illness arising from, or aggravated by, a Pre-Existing illness or medical condition.
4. Any annual club membership fees reimbursed to You either in whole or in part from another source.
5. Payment beyond 12 months from the date of the bodily injury or the date upon which the illness first showed Clinical Signs.

CONDITIONS APPLICABLE TO SECTION 6 (CLUB MEMBERSHIP FEES)

- A. Any payment under this section shall be made quarterly and in arrears.
- B. We require a Doctor's Medical Certificate signed by You and Your Doctor in substantiation of Your illness/bodily injury AND written confirmation of the fees paid or contracted to be paid.

SECTION 7 - ACCIDENTAL DAMAGE TO PROPERTY

Cover

We insure You up to the amount specified in the Schedule in respect of accidental damage to property struck by a golf ball hit by You whilst playing or practising golf at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 7 (ACCIDENTAL DAMAGE TO PROPERTY)

1. Any incident not reported to the Club Secretary within 7 days of occurrence.
2. Loss or damage to property owned, held in trust, in the charge of or under the control of You or Your Immediate Family.
3. Loss or damage to property owned, held in trust, in the charge of or under the control of the Golfing Venue.

SECTION 8 - HOLE-IN-ONE

Cover

We will insure You up to the amount specified in the Schedule for the customary round of drinks purchased by You, immediately following a hole-in-one during a competition round at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 8 (HOLE-IN-ONE)

1. Any claim for which the documentation required in "Conditions to Section 10 (Hole-in-One)" is not provided.

CONDITIONS APPLICABLE TO SECTION 8 (HOLE-IN-ONE)

You MUST supply the following documentation:

- A. A certified copy of Your score card countersigned by the Official Scorer and Your opponent; AND
- B. A letter from the Club Secretary confirming the date and name of the competition; AND
- C. A dated Golfing Venue bar receipt.

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SECTION 9 - EQUIPMENT HIRE

Cover

We insure You up to the amount specified in the Schedule for the hiring of replacement equipment following the theft, accidental loss of or damage to, Your Golfing Equipment.

CONDITIONS APPLICABLE TO SECTION 9 (EQUIPMENT HIRE)

- A. You must have submitted a claim under Section 1, 2 or 3 for the theft, accidental loss of or damage to, Your Golfing Equipment.
- B. Payment will be in respect of the cost of replacement equipment of the same or similar specification to Your Golfing Equipment.

SECTION 10 - ENTRY FEES

Cover

We insure You up to the amount specified in the Schedule for the payment of non-refundable tournament entry fees paid or contracted to be paid by You in the event You are unable to play in the tournament as a result of illness or accidental bodily injury sustained solely and directly from accidental, visible, violent and external means whilst playing or practising golf at a Golfing Venue.

EXCLUSIONS APPLICABLE TO SECTION 10 (ENTRY FEES)

1. Any person over the age of 75 as at the date of the bodily injury or the date upon which the illness first showed Clinical Signs.
2. Bodily injury or illness arising from, or aggravated by, a Pre-Existing illness or medical condition.
3. Any tournament fees reimbursed to You either in whole or in part from another source.
4. Any bodily injury occurring or illness first showing Clinical Signs within 14 days of start of the tournament.

CONDITIONS APPLICABLE TO SECTION 10 (Entry Fees)

- A. Any payment under this section shall be made quarterly and in arrears.
- B. We require a Doctor's Medical Certificate signed by You and Your Doctor in substantiation of Your illness/bodily injury AND written confirmation of the fees paid or contracted to be paid.

CONDITIONS OF CLAIMS SETTLEMENT

- A. In order for Us to consider a claim, You must conclusively prove the loss and substantiate the amount thereof.
- B. You must accept that We may appoint a loss adjuster to investigate any claim on our behalf.

GENERAL CONDITIONS

- A. When anything happens which may give rise to a claim under this policy, You must immediately given full details to our Head Office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done by phone, fax, post or e-mail. If You have not received an acknowledgment from Us with 14 days after You send it, You must send Us the details again, by recorded delivery. You must tell the Police immediately if Your Golfing Equipment is stolen and do everything reasonable to get it back. You must co-operate fully and truthfully and give Us immediately any information that We need.
- B. 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.
- C. You must not act in an untrue or fraudulent manner, if You or someone acting on Your behalf, a member of Your Immediate Family, relations, agents, employees, licensees, paying guests or other persons in a contractual relationship with You makes a claim or a statement in support of a claim under the policy knowing the claim or the statement to be false or fraudulently exaggerated, or submits a document in support of a claim knowing the document to be forged or false, or makes a claim in respect of any loss or damage caused by Your wilful act or with Your connivance then We shall not pay the claim nor any other claim which has been or will be made under the policy, We may at our option declare the policy void, We shall be entitled to recover from You the amount of any claim already paid under the policy since the last renewal date, We shall not make any return of premium, and We may inform the Police of the circumstances.
- D. If any difference shall arise to the amount to be paid under this policy such difference 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 is in addition to Your legal rights and not in substitution of them.
- E. It is a condition precedent to any liability under this policy that the correct premium has been paid to the Company prior to the start of each Period of Insurance or within the credit period if one has been allowed to an insurance intermediary.
- F. You must observe and fulfil all the terms, conditions and endorsements of the policy otherwise We will not be liable under this policy.
- G. You must not misstate or omit or conceal a material fact from the proposal for this policy or when renewing or claiming against it otherwise the policy is void and We will not return the premium.
- H. 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.
- I. For all losses We will require proof of fees, costs incurred, item ownership and value

etc, for example, receipts, cheque stubs, invoices. These must give full details of the items / costs incurred.

J. You must at all times take reasonable precautions to prevent accidents, illness, loss and damage and act as if You are uninsured.

K. It is warranted You must keep all Golfing Equipment in a good state of repair and maintained in accordance with manufacturer's recommendations.

L. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

M. Bona-fide errors and omissions shall not prejudice the rights of either party but shall be rectified as soon as possible.

N. 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.

O. 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.

P. If you pay your premiums by direct debit or credit card and you default on any payment, a charge of £3.99 will be added to your next collection.

GENERAL EXCLUSIONS

- Any loss, damage, death, bodily injury or liability as a result of You taking part in dangerous sporting activities, unless We have been given prior notification and accepted the same in writing.
- Loss or damage that is more specifically insured elsewhere or liability arising under a contract which would not have been so if You had not entered into the contract.
- Loss or damage that cannot be identified as occurring within a defined 24-hour period.
- Loss by delay, confiscation or detention by customs or other officials or authorities.
- Any legal liability or consequence of whatsoever nature or costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
 - War meaning war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, looting, strikes or lock-outs, military rising, coup, insurrection, rebellion, revolution or military or usurped power;
 - Government Action meaning martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing or suppressing or in any way relating to War;
 - Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Any claim arising from the loss, destruction or damage of any property whatsoever or any loss of expenses whatsoever resulting or arising from or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Any claim arising, any legal liability or consequence associated with or caused by seepage, accident, explosion, waste, pollution or contamination or the cost of removing, nullifying or cleaning-up any of the above.
- Any claim arising from:-
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
 - Property illegally acquired, kept, stored or transported.
- We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
- Exemplary, punitive or aggravated damages or damages by way of penalty or fine or damages similar thereto.
- 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.
- We do not cover any loss, injury, damage or illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
 - influenza or any derivation or variant thereof;
 - arising from any fear or threat (whether actual or perceived) of such Influenza;
 - 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.
- Any claims as a result of any notifiable disease.

POLICY ALTERATION & DUPLICATE DOCUMENTS

If you wish to make a change to your policy after the first 14 days of policy inception, a £10 EO POLICY M/RN

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 General Manager. We will issue a response within 8 weeks from the date we receive your complaint.

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

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

CONTACT INFORMATION

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

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

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

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

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>