

Introduction

This is a summary of the E&L® Bird Insurance policy. This summary shows all the sections of cover available for this type of insurance. Some sections of cover offered may not apply to Your particular insurance policy. Please check Your policy schedule to see which sections of cover are applicable to Your insurance cover. The main benefits claimable under each section are dependant on Your plan type. Details of Your plan type together with the full terms and conditions of the contract can be found in the policy schedule / advance notice and policy wording. This summary is designed briefly to highlight the main policy benefits and significant/unusual exclusions, but does not include all policy terms. **You must always read Your policy schedule and wording.**

Please note **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.

Significant Features and Benefits

Section 1 - Vet's Fees for Accident/Illness

Vet's fees cover for 12 months (max limit shown in schedule) for necessary treatment following accident or illness including physiotherapy, certain prescription diets, treatment and referral.

Section 2 - Death from Accident or Illness

Death from accident or illness cover is provided up to the price paid for or market value of Your pet whichever is less.

Section 3 - Theft

We pay up to the purchase price paid or the amount shown in policy schedule if the insured pet is not found within 28 days. We will also pay towards advertising and reward for Your pet.

Section 4 - Aviaries and Equipment

We will cover You up to the amount shown in the schedule for loss or damage to any aviary or equipment used for the housing and keeping of the insured bird that is specified in the schedule, as a result of the following perils: - (a) fire, lightning, explosion, earthquake (b) storm or flood (c) malicious persons or vandals (d) theft or attempted theft (e) falling trees, branches, TV or radio aerials, aerial fittings or masts (f) collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

Section 5 - Personal Accident

We will cover You whilst handling, showing or exhibiting any insured bird, if You have an accidental bodily injury. The injury must be the only cause of: - (a) death (b) total permanent loss of sight (c) loss of two or more limbs (d) total permanent deafness in both ears (e) total permanent disablement preventing You from following any and every occupation.

Section 6 - Public Liability (Birds of Prey only)

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

- amounts you become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent for claims made against you for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the period of insurance and caused by or through your ownership of the bird specified in the schedule.

Section 7 - None-Return (Birds of Prey only)

We will pay up to the amount specified in the schedule, if You are flying the insured bird and it does not return.

Significant or Unusual Exclusions and Limitations

Exclusions applying to Section 1

- Costs for cosmetic, preventative, routine treatments/examinations.
- Prescribed diets other than those detailed. Treatment connected with spaying, castration, pregnancy or giving birth.
- Costs for house / out-of-hours calls unless for a life-endangering condition.
- Costs incurred more than 365 days after the first date of treatment.
- Illness or disease suffered by birds over 10 years old unless an additional premium is paid.

Exclusions applying to Section 2

- If any insured bird dies, You must arrange and pay for a qualified vet to certify the cause of death.

Exclusions applying to Section 3

- Theft, which does not show forcible and violent entry to a secure area of Your home.

Exclusions applying to Section 4

Exclusions applying to Section 5

- Bodily injury that happens whilst under the influence of alcohol or drugs.
- Benefits reduced to 25% for people under 16 years of age.

Exclusions applying to Section 6

- 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 bird with Your permission or consent, 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.
- 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.
- Any event which results from Your deliberate act or omission and which could have been expected by You having regards to the nature and circumstance of the act(s) or omission(s).
- The proportion of loss not directly attributable to the insured bird in respect of death or bodily injury, loss or damage to property sustained in an accident involving the insured bird with other animals.
- Death or bodily injury, loss or damage to property as a result of any person handling the insured bird without Your permission or consent.
- Liability created by an agreement which would not have existed in the absence of that agreement.
- Death or bodily injury, loss or damage to property as a result of the insured bird's interaction with other animals.

Exclusions applying to Section 7

General Exclusions & Limitations that apply to 2 or more policy sections

- Any claim for housing, bedding and so on needed for the treatment or general well-being of any bird.
- Any pre-existing condition, occurring prior to the inception of this policy of insurance.
- An excess is applicable on most sections of cover and varies dependent on your plan type. (Please see policy schedule for full details).
- Any claims for illness and/or disease displaying clinical signs within 14 days of policy inception.
- 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 Influenza or any derivation or variant thereof.

How long the insurance lasts (the term)

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

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually. Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days. Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month. Automatic renewal is subject to receipt of premium.

Policy alteration & cancellation rights

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

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.

How to make a claim on your policy

On discovering any accident, illness, loss, destruction or damage giving rise to a claim under the policy, you must give full details as soon as possible to our head office. This can be done in writing at the address noted below, by phone on 03300 243 438, fax 03300 242 971 or by emailing claims@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. You must co-operate fully and truthfully to give us any information we may need.

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.

Details about our Regulators

The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York, YO26 9SS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Number is 202748.

You can check this on the *Financial Services Register* by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

Under the Financial Services and Markets Act 2000, should this firm be unable to meet all its liabilities to the policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

The Equine and Livestock Insurance Company Limited Postal address

The Equine and Livestock Insurance Company Limited, Registered in the UK. Reg. Office: Thorpe Underwood Hall, Ouseburn, York YO26 9SS

This scheme is underwritten by The Equine and Livestock Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority no. 202748.