

GENERAL NOTES

Material facts disclosure

There is an obligation implied in this contract of insurance to advise Us of any material fact which affects the risk. If You are in any doubt as to whether a fact is material then it should be disclosed.

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 in introducing this policy, with insurance cover from E&L®, for people who keep birds. 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.

The policy details the cover We provide. **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 the cover provided, return it to Us within 14 days without making a claim, We will then cancel the policy and refund the whole of Your premium.

This is a master policy wording showing all Sections of cover available for this type of insurance. Some Sections of cover offered may not apply to Your insurance. Please check Your policy schedule to see what Sections of cover are applicable to Your insurance cover. A policy excess applies to all Sections of cover unless stated differently in the policy schedule.



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

IMPORTANT NOTES

The policy is a contract of insurance. This policy may include new benefits, conditions and so on. We recommend You read this policy carefully, as it may be different from what You have seen before.

You will be covered by this policy from the date You go on cover with Us by phone or the date on which We receive and accept Your fully completed proposal form whichever is soonest.

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 policy 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.

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.

GEOGRAPHICAL LIMITS

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

DEFINITIONS

Bodily injury - Injury which is sustained by You during the period of this policy; and is caused by an accident solely and independently of any other cause, except illness directly resulting from, medical or surgical treatment rendered necessary by such injury. This includes death or permanent total disablement within 365 days from the date of the accident by which such injury is caused.

Clinical signs - Changes in the bird's normal healthy state, condition, appearance, its bodily functions or behaviour.

Excess - The amount You must pay towards each and every claim. 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.

Immediate family - Spouse, parents and children (by birth or adoption).

Loss of hearing - Complete and irrecoverable loss of hearing in both ears.

Loss of 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.

Loss of sight - Complete and irrecoverable loss of sight in both eyes.

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 - 365 days in the case of yearly policies and 28 days in the case of monthly policies.

Permanent - Lasting 365 days and at the end of that period is beyond hope of improvement. (Total permanent disablement shall be construed accordingly).

Policy 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.

Schedule - Document showing the details of the Policyholder and cover provided.

Total disablement - Disablement that entirely prevents You from attending to Your business or occupation (of any and every kind) or Your usual duties.

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

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

SECTION 1 - VET'S FEES FOR ACCIDENT / ILLNESS

Cover

We will pay up to the amount shown in the schedule for the proper veterinary charges of treatment given by a qualified vet. This must follow an accidental injury or illness, which happened or started during this period of insurance. Cover includes illness or injury in transit or whilst the insured bird is being shown or exhibited.

When a bird's treatment has not finished or it has not returned to full health, unless We say otherwise, We will need a written note from You every 90 days advising Us of any costs incurred and the state of the bird's health.

Exclusions

1. Veterinary charges for normal, routine or cosmetic treatment, or any treatment that is given to prevent illness. This includes vaccination, surgical sexing, any treatment to do with breeding, or because the bird has vicious tendencies or behavioural problems.

2. Veterinary charges for house calls unless the vet feels that to move the bird would seriously endanger its health.

3. The cost of putting a bird down, cremation or disposal.

4. The cost of Your bird's normal diet.

5. Any loss not backed up by a receipt/invoice showing full details of the cost incurred.

6. Illness or disease suffered by birds which are 10 years old and over unless an additional premium is paid and shown on the schedule.

SECTION 2 - DEATH FROM ACCIDENT / ILLNESS

Cover

We will pay the market value, the price paid or the amount shown in the schedule (whichever is less) if an insured bird dies during the period of insurance or is put down for humane reasons because of an accidental injury or a diagnosed illness that happened or started during this period of insurance. The death must occur during the same period of insurance. You must tell Us immediately in writing of the accident, illness or disease. Cover includes death in transit or whilst the insured bird is being shown or exhibited.

Exclusions

1. Putting a bird down 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 accidental injury or illness.

3. Putting a bird down for financial reasons or because of its vicious tendencies or problems with its behaviour.

CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2

1. If there is any illness, sickness, disease or accidental injury of any insured bird You must immediately get a qualified vet to treat the bird (You must pay for this). You must allow the vet to take the bird away for treatment if it is best. You must provide a report from the attending vet about the condition of the bird (even if it dies). You must keep to every reasonable instruction We issue.
2. If any insured bird dies, You must arrange and pay for a qualified vet to certify the cause of death.

SECTION 3 - THEFT

Cover

We will pay the market value, the price paid or the amount shown in the schedule for this section (whichever is less) if the insured bird is not found within 28 days of 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 as soon as You discover that the bird is missing.

We will pay an extra amount as shown in the schedule or the sum insured (if less) on each occasion to cover the cost of advertising for stolen birds or paying a reward which leads to getting Your bird back. (You must get our written agreement before offering a reward).

Exclusions

1. Loss or damage due to theft or attempted theft which does not involve forcible and violent entry into or exit from the structure housing the insured bird.

SECTION 4 - AVIARIES & EQUIPMENT

Cover

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: -

- Fire, lightning, explosion, earthquake.
- Storm or flood.
- Malicious persons or vandals.
- Theft or attempted theft.
- Falling trees, branches, TV or radio aerials, aerial fittings or masts.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

Exclusions

1. Loss or damage to any wooden structures caused by storm or flood.
2. Any loss or damage occurring as a result of subsidence, heave or landslip of the site; or due to coastal, river or watercourse erosion; or due to the normal settlement, shrinkage, bedding down of new structures or the settlement of newly made up ground.
3. Loss or damage due to frost.
4. Loss or damage caused by water seepage through seams or seals.
5. Deliberate loss or damage caused by You, or any guest, occupant or user.

SECTION 5 - PERSONAL ACCIDENT

Cover

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:

- Death.
- Total permanent loss of sight.
- Loss of two or more limbs.
- Total permanent deafness in both ears.
- Total permanent disablement preventing You from following any and every occupation.

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

Conditions

1. 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 under this section.
2. Payment for permanent disablement as defined in the schedule will start after 365 consecutive days of disablement, properly certified by a doctor who We accept.

Exclusions

1. Bodily injury that happens whilst under the influence of alcohol or drugs.
2. Any act of deliberate self-inflicted injury or suicide.
3. 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.
4. Loss arising out of the ownership, possession, use or operation of mechanically propelled vehicles, aircraft, watercraft by You or anyone acting on Your behalf.
5. Loss if You do not obtain the care of a suitably qualified medical practitioner as soon as possible.

SECTION 6 - PUBLIC LIABILITY (Birds of Prey 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 period of insurance and caused by or through your ownership of the bird specified in the schedule.

Conditions

1. You must send Us every letter, claim, writ, summons, legal process or other document as soon as You receive it and without answering it.
2. You must not admit, offer, promise, pay or agree to anything without our written permission. If anything happens that might lead to a claim, You must not tell anyone that You have this insurance. We may take over any claim in Your name and for our own benefit. We will choose how to conduct any proceedings in the settling of any claim.
3. For any claim or series of claims, We may at any time pay You the amount of the limit of cover (after taking off any amounts already paid as compensation) or any lower amount that the claims can be settled for. We will then give up conducting and controlling the claim. We will then have no further liability to the claims except for paying costs and expenses incurred before the date of the payment.

Exclusions

1. We will not insure Your legal liability for claims made against You by the following people: a relation; a member of Your immediate family; employee; employer; guest or any person who has a contract with You or a business relationship with You; any other person You are responsible for; or any person who is responsible for the bird.
2. We do not insure liability for Your property, or property that You are responsible for, or that any person in Exclusion 1 is responsible for.
3. We do not insure liability that You accept by signing a lease, agreement or contract.
4. Where people are jointly liable for any injury, loss, damage or costs, We are not liable to pay any amount above Your fair share of that liability.
5. We are not liable to pay compensation or legal costs for a person if these are a result of legal action that this person has started without our written permission, or the legal costs of representing any person covered by this Section to defend any action which comes under the legal power of any county court.
6. Death or bodily injury, loss or damage to property as a result of the insured bird's interaction with other animals.

SECTION 7 - NON-RETURN (Birds of Prey only)

Cover

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

CONDITIONS OF CLAIMS SETTLEMENT

1. If We request it, the vet attending the bird or the usual vet or previous vet must give Us any information about the bird, including its full medical history, or its treatment. 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 condition, the treatment and amount charged, We also need You to fill in the relevant parts of the claim form. We cannot accept any liability for a claim if this form has not been returned to Us immediately and at most within 21 days of the claim arising.
3. It is Your responsibility to substantiate the value of Your bird. We also take into account the age, sex, breed. You must accept that a bird's value is likely to become less as it gets older.

GENERAL CONDITIONS

1. 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 a broker or intermediary.
2. The observance and fulfilment by You of the terms, conditions and endorsements of the policy shall be precedent to any liability on our part to make payment under this policy.
3. Any mis-statement or omission or concealment of a material fact from the proposal for this insurance or any such mis-statement, omission or concealment at the time of renewal or claim shall render this policy void and no return of premium will be due.
4. How to claim; 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: The Equine and Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York, YO26 9SS. 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.
5. 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.
6. If You do not agree with Us:
 - (a) If any difference shall arise to the amount to be paid under the 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 a substitution for them.
 - (b) If the disagreement is because of different opinions of vets, We can appoint an independent vet who You must also agree to. The fees for this vet will be shared by You and Us. The vet's decision will be binding on both of Us.

7. Any insured bird must be kept in a secure and protected cage/aviary.
8. You must always take reasonable steps to prevent accidents, illness, loss and damage and to minimise any claim under this policy. You must have the bird wormed regularly and protect it from infections or contagious disease by keeping it isolated and so on. You must also have the bird vaccinated against any disease Your vet feels is necessary.
9. 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.
10. 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.
11. 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.
12. If You pay your premiums by direct debit or credit card and You default on any payment, We will add an administration charge of £3.99 to your next payment.

GENERAL EXCLUSIONS

1. Any claim for housing, bedding and so on needed for the treatment or general well-being of any bird.
2. Any pre-existing condition, occurring prior to the inception of this policy of insurance.
3. Any legal liability or consequence associated with or caused by: war, invasion, act of foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock outs, military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial devices.
4. An illness, disease, lameness or injury happening again that affects the insured bird and which existed before this period of insurance began (whether You claimed for it or not) unless We have given our written permission to accept liability. Also, if We accept a claim, You cannot carry it over into the next policy to gain further benefits without our written permission.
5. Any claim as a result of any sexually transmitted disease or any 'notifiable' disease.
6. We will not cover claims that result from the malicious, wilful or criminal behaviour by one of the following people: You; any member of Your family; an employee or Your employer; a guest or any person who has a contract with You or a business relationship with You; any other person You are responsible for; or any person meant to be responsible for the bird.
7. Any loss which is the result of You breaking the United Kingdom regulations on animal health and importing animals.
8. We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
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. We are not liable to pay any claims (including public liability) caused by a bird straying, escaping, damaging property, attacking the general public or other birds or animals and so on, if the bird has a history of doing this. However, You are covered if You told Us about the bird's history and We accepted it in writing.
11. The policy does not cover using any insured bird in any trade, profession or business, unless notified to Us at policy inception and We have accepted the same.
12. Any claims for illness and/or disease displaying clinical signs within 14 days of policy inception.
13. 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.
14. Any claims as a result of any notifiable disease.

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 & 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

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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.

HOW TO MAKE A CLAIM

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 Equine & Livestock Insurance Co Ltd, 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

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