

## 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.

### **Emergency Claims Helpline - 08704 022 999**

This service is available to **you** FREE as a valued Policyholder. The helpline is open all year round except Christmas Day and Boxing Day. It offers a personal contact (Mon-Fri 8.00am-8.30pm, Sat 8.30am-5.00pm& Sun 9.00am-4.00pm) providing assistance, advice and information in an emergency. **You** can also phone the helpline to request claim forms. Outside these hours a swift-action answerphone service is also available.

## INTRODUCTION AND IMPORTANT NOTES

**We** have pleasure in introducing this insurance policy from E&L, for people who own musical equipment. Much careful research went into devising the policy. **We** hope **you** will be pleased with the level of cover and service **we** are offering.

**You** will see that the policy lists the cover **we** offer. Please read the policy as soon as **you** receive it. If **you** do not keep to the terms and 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, please return it to **us** within 14 days without making a claim. **We** will then cancel the policy and return the whole of **your** premium.

The policy may include new benefits, terms and conditions. If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read this policy carefully as it may differ from what **you** have seen before. It is up to **you** to make sure that the entire policy and Schedule meets **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 **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 within the policy term, **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** provide insurance under the policy for those specific sections 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 cover shown in the relevant part of the Schedule. The policy depends on warranties, conditions and exclusions. 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 the 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** 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.



Francis Martin  
Chief Executive Office  
Signed on behalf of The Equine & Livestock Insurance  
Company Limited.

## GEOGRAPHICAL LIMITS

The insurance provided by this policy is limited to United Kingdom residents domiciled in the United Kingdom or British Forces Posted Overseas, as long as they are serving in Europe and can provide a BFPO mailing address.

**Subject to All Risk cover being selected cover is extended to 120 days Worldwide cover within a 365 day period.**

## 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. Includes death or disablement within 365 days from the date of the accident by which such injury is caused.

**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.

**Loss** - all loss through whatever cause, such as theft, fire, accidental damage, or accidental loss.

**Loss of auditive power** - complete and irrecoverable loss of hearing in both ears.

**Loss of limbs** - physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**Loss of sight** - complete and irrecoverable loss of sight in one or 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.

**Musical equipment** - unspecified items with a value of less than £150 and items or collections valued over £150 as shown on the specified insured items list, this can include musical instruments, sound equipment, stands, disks, tapes, cases, lighting, props etc.

**Permanent** - lasting 365 days and at the expiry of that period is beyond hope of improvement (**total disablement** shall be construed accordingly).

**Policy term** - 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.

**Private premises** - property used for residential purposes where no part is open to the public.

**Risk address** - the address given by **you** as the premises at which the items will normally be kept.

**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.

**Total disablement** - disablement that entirely prevents **you** from attending to **your** business or occupation (of any and every kind) or **your** usual duties.

**Unattended** - left without an adult in charge who is responsible for the item's safekeeping.

**Unoccupied /untenanted** - when no adult is in authorised residence of the premises or any period longer than 21 days.

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

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

## SECURITY REQUIREMENTS

In taking out the policy, **you** make the following warranties (promises). **We** are not liable if **you** do not keep to them.

### Accidental Damage

Instruments and equipment will only be covered if items are transported in a rigid bodied case.

### Requirements when inside your home or studio

#### All Equipment

- All insured items are kept inside the **risk address** at all times unless **you** have opted for 'All Risk' cover and this is noted on the Schedule and the additional premium has been paid.
- Premises housing insured items must meet the following requirements.
  - A lock approved to British Standard 3621 or a mortice deadlock, of at least five levers must be fitted to all entrance doors;
  - Key-operated security devices must be fitted to all opening windows, openings, skylights and the like on all floors including basements;
  - When **your** household has retired for the night (or in any event between 9pm and 8am) all external doors and windows must be secured as above, except occupied bedrooms on the first floors or above which may have one window locked ajar for ventilation. Any alarm system must be fully operational and 'set'; premises with alarms must have a system that is maintained in good order.

- (d) Be constructed of brick, stone, slate or tile.

### **Equipment valued over £20,000**

In addition to the requirements above, a National Approval Council for Security Systems (Nacoss) approved alarm must be fitted and used.

### **Requirements when on the road/stored in a vehicle**

#### **All Equipment**

1. When in a vehicle any insured items must be
  - (a) in a locked and secure boot
  - (b) in a locked rear storage area of a hatch-back, four-wheel drive, estate car, MPV or SUV subject to a factory fitted cover being in place, and where not available, kept out of sight. If stored in these vehicles a minimum of a Thatcham approved Category 3 steering lock immobiliser must be fitted to the vehicle.
  - (c) in a locked rigid bodied van, mini-bus or campervan providing the windows have been obscured and providing the item of property insured is in a compartment of the vehicle not accessible from the drivers area or, where the compartment is accessible is out of sight.
2. Vehicles and premises when left **unattended** must have all doors, windows, windscreens, sunroofs and other openings left closed and properly fastened; and they must be securely locked with keys removed. Any special protections must be put in to full and effective operation.
3. The vehicle must be taxed, insured and hold a current MOT (if required).
4. Theft must have been shown to have been via forcible and violent entry or exit causing substantial damage.

### **Equipment valued over £15,000 (or an individual item over £3000)**

In addition to the requirements above, the vehicle must be fitted with a Thatcham category 1 or 2 alarm/immobiliser. Note: If the immobiliser is not factory fitted, it must have been installed by a member of a Vehicle Security Installation Board.

### **Requirements when at premises open to the public**

1. When insured equipment is in premises open to the public and is not being used or attended, it must be locked in a separate and secure area not accessible by anyone except **you**, and be secured by a five-lever lock to British Standard 3621. Any security systems must be put into full effective operation.

## **SECTION 1 - THEFT, DAMAGE AND ACCIDENTAL LOSS**

### **Cover**

We will insure **your** equipment up to the amount specified in the schedule or market value (whichever is less) for the theft, accidental **loss** of or damage to, **your musical equipment** whilst at **your home** or studio, at a concert or gig or in direct transit to a concert or gig. **Your** insured items are covered if they are left in an **unattended** vehicle provided that the Policy Schedule

shows an 'All Risk' policy has been purchased and the appropriate premium has been paid to the Company.

## **EXCLUSIONS APPLICABLE TO SECTION 1**

### **Exclusions applicable whilst at home or in your studio**

1. Any theft, attempted theft, **loss** of or damage to **your musical equipment** whilst in locked garages or outhouses which are not part of **your home** or Studio, or from sheds, or any other similar structures within the boundaries of **your** property.
2. **Loss** or damage where **your home** or Studio is left **unattended** or **unoccupied** for a period in **excess** of 21 days.
3. Theft that is not reported to the Police as soon as **you** discover that the equipment is missing and at most within 24 hours.

### **Exclusions applicable whilst in an unattended vehicle**

4. **Loss** or damage of any kind between midnight and 7am unless the **unattended** vehicle is in a locked garage.
5. Theft, attempted theft, **loss** of or damage to **your musical equipment** whilst in:-
  - (a) 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.
  - (b) A vehicle unless all points of access including sunroof are shut and securely locked, keys removed and alarm (where appropriate) operational.
  - (c) A motor vehicle UNLESS the **musical equipment** is placed in a locked boot or concealed under a parcel shelf or manufacturers internal fitted cover.
  - (d) A convertible "soft-top" vehicle UNLESS the **musical 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.
  - (e) A luggage container fitted to the exterior of the vehicle.
  - (f) A vehicle which is not taxed, insured or having a current MOT (if required).

## **SECTION 2 - NEW FOR OLD**

### **Cover**

Following the total **loss** of an insured item(s) due to an insured peril as detailed in section 1, occurring within 1 year of new (yearly policies) or 2 years of new (monthly policies), replacement will be based upon the sum insured or new market value if less.

## **SECTION 3 - HIRE OF REPLACEMENT EQUIPMENT**

### **Cover**

We will cover **you** for expenses necessarily incurred in the hiring of replacement equipment as a result of an

insured peril as detailed in section 1, **up to a maximum of 20% of the total sum insured (subject to a maximum hiring cost of £4,000)** or as stated in the Schedule. **Our** prior written agreement must be obtained before **you** incur any hiring costs.

## SECTION 4 – PERSONAL ACCIDENT

### Cover

**We** pay up to the amount specified in the Schedule if the first-named proposer sustains **bodily injury** (defined below) from playing the insured articles and this leads to his/her:

- death;
- total and irrecoverable **loss** of auditive power; total and irrecoverable **loss** of sight;
- total and irrecoverable **loss** of limbs;
- **permanent total disablement** entirely preventing any and every occupation.

Compensation is not payable under more than one of the benefits of this section for the consequences of one accident.

### Conditions Applicable to Section 4

1. **We** must be immediately notified in the event of **your** accident or death resulting or alleged to result from an accident.

### Exclusions Applicable to Section 4

1. Death or **bodily injury** resulting from the suicide or intentional self-injury or from deliberate exposure to danger (except in an attempt to save human life) or from **your** own criminal act, or sustained while **you** are in a state of insanity, or under the influence of drugs or alcohol.
2. Any person over the age of 70 or under 18.
3. Any pre-existing medical condition.
4. Any consequences of pregnancy or childbirth.
5. **Losses** except those caused in connection with an insured **loss** under any other section of this policy.

## SECTION 5 – 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 within the **policy term** and caused by or through **your** use of insured items specified in the schedule.

### Conditions Applicable to Section 5

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any

other persons following an incident.

2. **You** must inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
3.
  - (a) **You** must allow **us** to take over and conduct in **your** name the defence or settlement of any claim for **our** own benefit;
  - (b) **You** must allow **us** to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
4.
  - (a) For any claim or series of claims **we** may at any time pay **you** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
  - (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment; up to the limit of the indemnity specified in the Schedule.

### Exclusions Applicable to Section 5

This policy shall not apply to liability in respect of:

1. Death or **bodily injury** to **you**, any person handling the insured items with **your** permission or consent, any members of **your** household, 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.
2. **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 items with **your** permission or consent, any members of **your** household, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual or business relationship.
3. 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.
4. 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.
5. Death or bodily injury, **loss** or damage to property as a result of any person handling the insured items without **your** permission or consent.
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 animals in **your** possession, ownership, custody or control.

8. Death or bodily injury, **loss** or damage to property as a result of **your** ownership, Use or occupation of land or buildings.

## SECTION 6 - ALL RISKS

### Cover

**We** insure **you** up to the amount shown in the schedule for all Sections with **losses** occurring elsewhere other than at the **risk address** (including up to 120 days Worldwide Cover within a 365 day period).

## EXCLUSIONS APPLYING TO SECTIONS 1 TO 6

**We** are not liable for:

1. Any item, or set of items (e.g. CD collection), if it is not specified in the Schedule.
2. Theft from any vehicle or premises unless forcible and violent entry or exit was used causing substantial damage.
3. Theft from any vehicle or premises unless the security requirements detailed are adhered to.
4. **Loss** or damage arising from:
  - (a) Wear and tear, gradual deterioration, moths, vermin, any process of cleaning, repairing, alterations, dyeing or restoring any article, atmospheric or climatic conditions, chemical action or reaction, scratching or denting, bright or intense light (whether natural or artificial) or in relationship to the sensitivity of camera tubes, light meters or any light sensitive apparatus;
  - (b) Unguarded fires/heaters, irons and the like, or where such things are close to combustible items whether insured by the policy or not.
5. **Loss** or damage:
  - (a) Arising solely from electrical or mechanical breakdown;
  - (b) From anywhere except a defined place or during specified time span no greater than 24 hours.
6. Any **loss** of or damage to property left **unattended** in the open or in a public place, such as train or bus station, streets, car parks or communal areas.
7. Anything when a building housing the insured items is **untenanted** or **unoccupied** for more than 21 days continuously.
8. Equipment hired by someone else from **you**.
9. Theft from vehicles if the equipment is not out of sight and locked in an enclosed boot or compartment that is not accessible by removal of a shelf or partition.
10. Films, batteries, fuses, computer software, bulbs, strings, reeds, valves, leads or other consumable items.
11. **Loss** of revenue howsoever caused.

## GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. How to claim: On discovering any **loss** giving rise or likely to give rise to a claim under the policy, **you** must immediately notify **us** and give full details to **our** head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. This can be done in writing, by phone, fax or e-mail. If **you** have not received an acknowledgement from **us** within 14 days after **you** sent it, **you** must send **us** the details again, by recorded delivery. **You** must tell the police immediately if any insured item is lost or stolen or damaged as a result of attempted theft or vandalism, and do everything **you** reasonably can to get it back. **You** must co-operate fully and truthfully and give **us** immediately any information that **we** may need.
2. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim form. **We** cannot accept liability for a claim if the form has not been returned to **us** immediately, and at most within 21 days.
3. **We** are only liable 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 an agent.
4. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
5. **You** must not misstate or omit or conceal a **material fact** from the proposal for this insurance or when renewing or claiming against it. Otherwise the policy is void and **we** will not return the premium.
6. **You** must take all reasonable precautions to prevent **loss**, theft or damage to the insured items. **You** must abide by the law and maintain the structure/fabric of any building in which **you** keep the insured item(s) in a good state of repair; and **you** must ensure the building can sustain satisfactorily the extremes of Weather. **You** must have the insured items professionally packed while in unaccompanied transit, and adequately protected against damage when in accompanied transit.
7. If any insured item consists of articles in a pair or set, the policy will not pay more than the value of any particular parts that are lost, destroyed or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
8. **We** may reinstate, repair, or replace the property, as the case may be, instead of paying the amount of the **loss**. On payment of any claim for **loss** under the policy, **we** own the property for which the payment is made.
9. **We** settle claims based on the actual value of the insured items at the time of the **loss**, subject to the limits of cover under the policy and market value. Residual/salvage value, Wear, tear and depreciation will be deducted, unless section 4 applies.
10. All **losses** must be backed up by receipts, estimates and reports for the insured property and for any

costs incurred and such other evidence as **we** may reasonably require to prove the claim.

11. This insurance will stop covering any item as soon as **you** sell it or part with any interest in it, whether temporarily or **permanently**.
12. In the event of property specified in **your** Schedule being of greater value at the time of **loss** than the sum insured, **you** will be considered as being **your** insurer for the difference and **you** will pay **your** fair share of the **loss** accordingly.
13. 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.
14. 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.
15. **You** must notify **us** immediately of any change of address at which the insured property is normally kept and must provide details of security precautions at the new 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.
16. If **you** pay **your** premiums by direct debit or credit card and **you** default on a payment, **we** will add a charge of £3.99 to **your** next payment.
17. 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.
18. 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 EXCLUSIONS

1. **Loss** damage, death or **bodily injury** resulting from the insured engaging in or taking part in naval, military or air force service or operations, or undertaking hazardous pursuits, unless **we** are informed beforehand, **we** agree to it in writing, **we** receive the appropriate premium, and **we** impose any additional terms and conditions **we** regard as necessary. ('Hazardous pursuits' means stunt work, flying, parachuting, climbing, underwater activities, racing rallies and the like.)
2. **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 responsible for or in control of the

insured items; or

- (c) One of **your** family, relations, agents, employees, licensees, paying guests, someone living with **you** or other person in contractual relationship with **you**.
3. **Loss** by delay, confiscation or detention by customs, or other officials or authorities.
4. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
5. Any **loss**, destruction, damage or liability associated with or caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military coup, civil commotion, strike, lock-out or terrorism.
6. **Loss**, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
7. **We** will not pay for any **losses** which are not expressly covered by the terms and conditions of this policy.
8. Any liability that arises only because of an agreement or contract.
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** 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. 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, reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon **the policyholder**.

11. Any claims as a result of any notifiable disease.

## PREMIUM AND EXCESS REVIEW

1. The premium and excess for this policy is reviewed at least once a year.
2. When reviewing **your** premium and excess **we** will consider any future impact to one or more of the following.
  - (a) Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.

- (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed.
- (c) Changes to **your** circumstances such as any change to **your** address.
- (d) Changes due to legislative, tax or regulatory requirements such as:
- (i) expenses related to providing the insurance
  - (ii) policies lapse rates which means the average time policies are held
  - (iii) interest rates
  - (iv) tax rates
  - (v) the cost of any legal or regulatory requirements
3. As a result of the premium and excess review, **your** premium and/or excess may go up, stay the same or go down and there is no limit to the amount of any change.
4. If **we** change **your** premium and/or excess and **you** do not wish to continue **your** cover, **you** should contact **us** to cancel.

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **you** wish to make a change to **your** policy after the first 14 days of policy inception or, if for any reason **we** reinstate **your** policy, 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). 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](mailto: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](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 Chief Executive Office. **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 Chief Executive Office's response.

## CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

**Quotations/Sales:** t: 03300 243 254, f: 03300 242 971,  
e: [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:** t: 03300 243 438, f: 03300 242 971,  
e: [claims@eandl.co.uk](mailto:claims@eandl.co.uk)

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

**Existing Customers:** t: 03300 243 360, f: 03300 242 971,  
e: [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

**Affiliates/Brokers:** t: 03300 243 229, f: 03300 242 971,  
e: [broker@eandl.co.uk](mailto:broker@eandl.co.uk)

Opening Hours: Mon to Fri 8.30am-5.00pm

**The Equine & Livestock Insurance Co Limited**  
**Thorpe Underwood Hall, Ouseburn, York, YO26 9SS**  
**Telephone: 03300 243 360 Fax: 03300 242 971**  
**email: [info@eandl.co.uk](mailto:info@eandl.co.uk)**  
**<http://www.eandl.co.uk>**