

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.

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.

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 insurance policy from E&L, for students who wish to cover their possessions while living in halls of residence, bedsits, digs, shared accommodation or flats. Much careful research went into devising the policy. **We** hope **you** will be pleased with the level of cover and the service **we** are offering.

What you should do

The policy details the cover **we** provide. 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 refund the whole of **your** premium.

This 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 the 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 meet **your** needs. **You** must tell us immediately if this is not the case.

Particular points about the cover

The policy is a contract of insurance. **We** will 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 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** provide insurance under the policy for those specific sections in the schedule or any endorsement.

The policy schedule is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. **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 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** 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 Officer
Signed on behalf of The Equine & Livestock Insurance Company Ltd.

GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or Isle of Man. Unless all risk cover is applicable and stated on the schedule.

Your personal possessions and college/landlord's property are covered while;

- At college/school/residence or **permanent** home address as specified on the schedule as being **your** risk address.
- At any designated secure storage area on campus that has been notified to and agreed by the Company. This includes **your** term-time risk address if the 'Holiday Room Cover' is applicable and stated on **your** schedule.
- In direct transit between **your** home and term time residence at the beginning and end of each term. This includes refuelling, roadside refreshment stops and breakdown, but not including stops of any other kind.

DEFINITIONS

Approved cycle lock - lock approved by us, tested by Sold Secure.

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

Loss of limbs - physical severance or complete and 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 and irredeemable **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

Period of insurance - for yearly policies, a period of 365 days from the start of the policy or the last renewal; for monthly policies, 28 days, unless agreed otherwise.

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

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 its safekeeping. Unoccupied - when no adult is in authorised residence of the premises for any period longer than 24 hours.

We - The Equine & Livestock Insurance Company Limited.

You - the policyholder or any person named in the schedule.

SECTION 1 - PERSONAL POSSESSIONS

We will cover **you** in respect of **your** personal property up to the amount specified in the schedule following loss due to:

- Theft from premises as detailed in geographical limits.
- Fire, lightning, explosion or thunderbolt.
- Storm or flood, plus escape of water from a fixed water drainage or heating installation.
- Escape of oil from a fixed oil-fuelled heating installation.
- Vandalism.

SECTION 2 - COLLEGE / LANDLORD'S PROPERTY

We will cover **you** in respect of **your** legal liability for college or landlord's property for which **you** are responsible as a tenant, up to the amount specified in the schedule following loss due to:

- Theft from premises as detailed in geographical limits.
- Fire, lightning, explosion or thunderbolt.
- Vandalism.

LIMITATIONS APPLYING TO SECTIONS 1 AND 2

1. There is a single item limit equal to 25% of the total sum insured.

SECTION 3 - PEDAL CYCLES

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to

the company.

We will cover **your** pedal cycle if it is itemised on **your** schedule, up to the amount specified. Cover is for total loss or destruction as a result of:

- Fire.
- Theft.

SECTION 4 - ALL RISKS

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the Company.

We will cover any item specifically detailed under the All Risk section of the schedule for any loss, theft, destruction or damage occurring anywhere in the UK. Cover includes 30 days world-wide cover.

Conditions

1. **You** must tell us in advance of any travel outside the UK and **your** policy must be endorsed accordingly for All Risk cover to be in force.

Exclusions

1. Any single item worth more than £1,000 outside the UK.

SECTION 5 - COMPUTERS: ROOM ONLY COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company.

Cover is for theft of the computer equipment. Theft must occur while the computer equipment is situated in **your** term-time room address. **We** will pay up to the amount specified in the schedule in respect of those items individually stated.

SECTION 6 - COMPUTERS: ALL RISK COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company.

Cover is for loss, theft, destruction or damage occurring anywhere in the UK. **We** will pay up to the amount specified in the schedule in respect of those items individually stated. Cover includes 30 days world-wide cover.

Conditions

1. **You** must tell us in advance of any travel outside the UK and **your** policy must be endorsed accordingly for All Risk cover to be in force.

Exclusions

1. Any single item worth more than £1000 outside the UK.

SECTION 7 HOLIDAY ROOM COVER

Cover under this section only applies if detailed on the schedule and the additional premium has been paid to the company (except for policies which have a hall of

residence as the term-time risk address in which case cover is included as standard).

Cover

We will pay for loss or damage to **your** personal possessions, due to those perils detailed in Section 1, occurring while **your** possessions are left in **your** unoccupied room(s) at **your** term-time address during holiday periods.

Exclusions

1. Any loss, if **your** possessions were left in **your** room for more than 35 days during each holiday period.
2. Any loss, if **your** possessions were not locked securely in an unoccupied room(s) and **you** had sole access to that room(s).
3. Any loss in **excess** of the amount detailed in **your** schedule.

SECTION 8 - PUBLIC LIABILITY

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 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** use of insured items specified in the schedule.

Conditions

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; 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

This policy shall not apply to liability in respect of:-

1. Death or bodily injury sustained in connection with **your** carrying on of any trade, business or profession or use of the insured items for hire or reward
2. 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.
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** 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 of **bodily injury** as a result of animals in **your** possession, ownership, custody or control.
8. Death or **bodily injury** as a result of **your** ownership, use or occupation of land or buildings.

SECTION 9 - FRAUDULENT USE OF CREDIT CARD

We will cover **you** for the fraudulent use of all credit cards up to the amount specified in the schedule.

SECTION 10 - COLLEGE PROPERTY ON LOAN

We will cover **you** up to the amount specified in the schedule in respect of any legal liability for loss or damage to any college equipment on loan to **you**, for which **you** are personally responsible.

SECTION 11 - PERSONAL ACCIDENT

We will cover **you** up to the amount shown in the schedule if **you** have an accidental **bodily injury** caused by use of the insured items during the **period of insurance** shown on the schedule resulting in;

- Death.
- Total and irrecoverable **loss of sight** in one or both eyes.
- Total loss by physical severance or complete and irrecoverable loss of use of one or both limbs.
- Total and irrecoverable **loss of auditive power** of both ears.

SECTION 12 - PERMANENT DISABLEMENT

We will pay up to the amount specified in the schedule if **you** are injured as a result of an accident caused by external, violent and visible means as detailed below and this injury results in **permanent** disablement within 365 days of the accident.

We will cover accidents caused by:

- Thieves or fire in **your** room(s).
- Mugging or assault, including in the street or other public places anywhere in the UK.
- Any motor vehicle or public transport accident while **you** are a passenger or pedestrian or any other accident.

SECTION 13 - MISSED EXAMS

If due to an accident causing **bodily injury** which is covered under Sections 11 or 12 **you** are unable to take exams **we** will pay up to the amount specified in the schedule towards additional costs reasonably incurred by **you** of re-sitting the exams.

SECTION 14 - REIMBURSEMENT OF FEES, RENT & COLLEGE EXPENSES

We will cover **you** up to the amount specified in the schedule for any fees, rent or college non-recoverable expenses that are paid in advance. Alternative accommodation expenses must be incurred for the period **you** are unable to attend college in **excess** of seven days, following an accident causing **bodily injury** that is covered under Sections 11 or 12.

SECTION 15 - ACCIDENTAL DEATH OF PARENT

We will pay **you** up to the amount specified in the schedule if a parent or guardian on whom **you** rely to help finance **your** course dies as a result of an accident caused by external, violent and visible means.

SECTION 16 - TELEPHONES & METERS

We will pay **you** up to the amount specified in the schedule for loss or damage to college / landlord's telephones and meters for which **you** are legally responsible as a tenant.

EXCLUSIONS APPLYING TO SECTIONS 1 TO 16

1. Theft by deception.
2. Smoke damage and damage to interior decorations.
3. Loss due to frost subsidence, ground heave or land slip, or flood caused by escape from premises/pipe work not under ownership or control of the insured.
4. Any property not solely and exclusively owned by **you** (other than college/landlord's property covered under Section 2), and solely and exclusively for **your** use.

5. Any loss of canvas or collapsible units or theft from the same.
6. Any loss due to theft or attempted theft if the security requirements are not adhered to.
7. Loss of or damage to cycle accessories.
8. Losses if the cycle is not locked to a **permanent** fixture, unless garaged under lock and key at the risk address.
9. A motor vehicle UNLESS the 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 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. Loss from premises built substantially of anything other than brick, stone or concrete with slate, tiled or concrete roof or loss from caravans or trailers.
12. Theft from premises or vehicles unless proved by forcible and violent entry or exit, causing substantial damage.
13. Any loss of or damage to property left **unattended** in an open or public place or communal area.
14. Loss of cash, currency, banknotes, stamps, tickets, keys, documents, securities or the like.
15. Loss from any building left **unattended** or unoccupied (other than agreed storage areas or **your** room if Holiday Room Cover as detailed under Section 7 applies).
16. Damage to electrical goods due to use contrary to manufacturer's instructions.
17. The cost of replacing data and software that was not purchased commercially or that was accidentally or deliberately erased.
18. Any sports equipment while in use.
19. Contact lenses.
20. Mobile phones.
21. iPads or iPods
22. **We** will not make a payment under Sections 11 or 12 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.
23. **Bodily injury** that happens while under the influence of alcohol or drugs, or any act of deliberate self-inflicted injury or suicide by **you**.
24. Any loss as a result of pregnancy, child birth, physical defect, infirmity or medical condition, unless **we** have been told about it and have accepted it in writing.
25. Loss resulting from the insured undertaking hazardous pursuits unless **we** are given prior advice and the appropriate premium paid and any additional terms and conditions included as deemed necessary by us. (e.g. stunt work, flying, bungee jumping, parachuting, racing of any kind, climbing,

winter sports, professional sports, under water activities, rallies and the like).

26. Death or injury as a result of **you** taking part in any naval, military or air force service or operations.
27. Any person over the age of 70 or under 18.
28. Any pre-existing condition.

SECURITY REQUIREMENTS

For cover to be valid:

1. Items in transit must be professionally packed while in unaccompanied transit and adequately protected against damage when in accompanied transit.
2. Items in transit must be kept in a locked boot or compartment totally out of sight. **You** must ensure that access to these items cannot be gained by removing a shelf or partition.
3. Premises when left **unattended**, unoccupied or occupied overnight must have all doors, windows and other openings left closed, properly fastened and be securely locked with keys removed. Any alarms must be maintained in good order and put into effective operation. Windows in occupied bedrooms may be left open for ventilation. All doors, windows and walls must be of substantial structure.
4. All premises housing insured items must have;
 - (a) Locks approved to British Standard 3621 or a mortise deadlock of at least five levers on all entrance doors of the building and/or doors to the insured area (including internal doors).
 - (b) Key operated security devices to all opening windows, openings, skylights and the like on all floors including basements.
5. If the Bicycle is stored in a communal hallway it must be locked by means of an **Approved Cycle Lock** to an immovable object.
6. All accessories must be removed or locked or securely attached to the bicycle when left **unattended**.
7. Bicycles in premises or areas open to the public or at private premises between 6am and 9pm and not being used or supervised must be left where any potential theft can easily be seen and locked to an immovable object by an approved lock or kept in a separate and secure area not accessible by anyone other than the insured, and secured by a five lever lock to British Standard BS3621.

GENERAL CONDITIONS

1. **We** are only liable if **we** have received the correct premium before the start of each **period of insurance** or within the credit period if **we** have allowed one to an agent.
2. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **we** will not be liable under the policy.
3. **You** must not misstate or omit or conceal a **material fact** from the proposal for this insurance or when renewing it or claiming against it. Otherwise the

policy is void and **we** will not return the premium.

4. **You** must take all reasonable steps to prevent loss, damage or accidents; maintain any property covered under this policy in a sound and roadworthy condition and make all reasonable efforts to reduce the effects of any damage. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any authority.
5. Upon the discovery of any loss, destruction or damage which may give rise to a claim under this policy, **you** must immediately notify and give full details to our head office: The Equine and Livestock Insurance Company Limited, 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** send it, **you** must send us the details again, by recorded delivery. **You** must co-operate fully and truthfully to give us any information that **we** need.
6. 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.
7. **You** must tell the police immediately if any property is lost, stolen or damaged as a result of attempted theft or vandalism, and do everything **you** reasonably can to get it back.
8. 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.
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 **we** are notified of such changes.
10. All losses must be backed up by receipts, estimates and reports for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller. All this information must be supplied at **your** own expense.
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. 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. The provision for arbitration adds to **your** legal rights and does not replace them.
13. 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** own insurer for the difference and **you** will bear **your** fair share of the loss accordingly.
14. Where any insured item consists of articles in a pair or set, this policy will not cover more than the value

of any particular part or parts which are lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

15. Settlement shall be on the basis of the sum insured less wear, tear and depreciation, subject to the limits of cover and replacement value. Residual/salvage value shall be taken into consideration. The age of an article is deemed to be at the time of loss.
16. **We** may reinstate, repair, or replace the property less an amount for wear, tear and depreciation. **We** may join with other insurers in doing so in cases where the property is insured elsewhere. Upon payment of any total loss claim the property in respect of which the payment is made shall belong to The Company.
17. As soon as possible after sustaining any injury or the start of any illness **you** must place **yourself** under the care of a duly qualified medical practitioner whose advice **you** shall follow. **You** must agree to any medical examination made on our behalf and in the event of death, **we** shall be entitled to make a post mortem examination at our own expense.
18. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a charge of £3.99 to **your** next payment.
19. 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.
20. 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. There will be no benefits if a claim is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by: **you** or someone acting on **your** behalf; someone caring for or in control of the insured property; or one of **your** relations, agents, employees, licensees, paying guests or someone living with **you**.
2. Use of insured property for anything other than for social, domestic or pleasure purposes.
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, looting in connection with any of these, strikes or lock-outs, military power, terrorism or coup.
4. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
5. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial

- devices.
6. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
 7. Any liability that arises only because of an agreement or contract.
 8. Loss arising from wear and tear, gradual deterioration, moths, vermin or from any process of cleaning, repairing, alterations, dyeing or restoring any article.
 9. Loss arising solely from electrical or mechanical breakdown or derangement.
 10. 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.
 11. **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.

12. Any claims as a result of any notifiable disease.
13. Loss or damage occurring while anyone other than the policyholder is using the insured bicycle.

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. 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 Chief Executive Officer. **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 Chief Executive Officer'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

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

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

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

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>