

BIRDCOVER

arranged by

GOLDEN VALLEY INSURANCE SERVICES

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Great Britain.

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UNDERWRITTEN BY CERTAIN UNDERWRITERS AT LLOYDS

SECTION 1. **STANDARD COVER**

All birds insured under the certificate attaching to this policy will be insured for death or loss by the following causes:-

A. Birds situated at the address stated on the certificate

1. Theft
2. Fire, explosion, lightning, earthquake
3. Storm and flood
4. Riot, civil commotion, strikes, labour & political disturbances
5. Malicious persons or vandals
6. Falling trees or parts thereof
7. Physical attack by vermin

Note: There is **NO** cover for death by accident, illness or disease, nor is there any vets fees cover at this level (Standard Cover).

B. Birds temporarily removed from the premises

- a) This policy automatically covers birds whilst they are being shown or exhibited.
- b) This policy is extended to cover birds being kept temporarily away from the premises but **the Insurers must be advised in writing of the details of any new location and the dates involved if birds are being moved for, say breeding loan etc.** If the Insurers **have not been notified** of the changes, then **no cover is in force** whilst the birds are away from the address shown on the certificate. Temporary re-location for **holiday periods** need not be notified if the birds are going to another private house but please note that **there is no cover for birds left on commercial premises (e.g. pet shops)**

The cover whilst temporarily away from the premises is any of the causes listed in A above. In addition, cover is extended to include transit while birds are being transported by the Insured. Cover is not provided for birds being transported by commercial carrier or by rail.

For claims arising from theft, storm or vermin attack, the Insured has to bear the first 10% of the claim.

SECTION 2. **SUPERCOVER**

All birds specified on the certificate attaching to this policy are insured against death or loss arising from the following causes:-

A. Birds situated at the address stated on the certificate

1. **Death** by accident, illness or disease of the birds(s), as certified by a Veterinary Surgeon, occurring during the period of insurance or in the event of death occurring within thirty days of the expiry of this insurance, as a result of any accident occurring or illness or disease manifesting itself during the currency hereof and subject to written notice of such accident, illness or disease having been given to us before the expiry of this insurance.
2. Theft
3. Fire, explosion, lightning, earthquake
4. Storm and flood
5. Riot, civil commotion, strikes, labour and political disturbances
6. Malicious persons or vandals
7. Falling trees or parts thereof
8. Physical attack by vermin

B. Birds temporarily removed from the premises

- a) This policy automatically covers birds whilst they are being shown or exhibited.
- b) This policy is extended to cover birds being kept temporarily away from the premises but **the Insurers must be advised in writing of the details of any new location and the dates involved if birds are being moved for, say breeding loan etc.** If the Insurers **have not been notified** of the changes, then **no cover is in force** whilst the birds are away from the address shown on the certificate. Temporary re-location for **holiday periods** need not be notified if the birds are going to another private house but please note that **there is no cover for birds left on commercial premises (e.g. pet shops)**

The cover whilst temporarily away from the premises is any of the causes listed in A above.

In addition, cover is extended to include transit while birds are being transported by the Insured. Cover is not provided for birds being transported by commercial carrier or by rail.

C. Veterinary fees

The cost of veterinary fees for treatment of birds but limited to a sum of £2500 per claim. Claims are unlimited in any one year but subject to the maximum of £2500 per condition or accident.

Exclusions under vets fees section:-

- a) The first £12.00 of a vets fees claim
- b) The cost of any post mortem report needed in the event of a death claim
- c) Claims arising from feather plucking

It is a condition of the Supercover section of the policy that the bird(s) hereby insured is/are healthy, free from any signs of illness, infections or contagious disease and any injury or physical disability at the time of commencement of this insurance.

You shall provide proper care and attention to the bird(s).

In the event of any accident, injury to or illness of any insured bird, you must immediately provide adequate attendance by a qualified veterinary surgeon and submit a report by the attending veterinary surgeon on the condition of the bird.

The bird(s) shall be not less than 12 weeks old.

Exclusions under Supercover

1. This insurance does not cover intentional slaughter, whether by or under the order of the Government or public or local authority or any person or body having jurisdiction in the matter or otherwise. We will **not** invoke this particular exclusion as a defence in the following circumstances:
 - a) where we have expressly agreed to the destruction of the bird
 - b) where the bird suffers an injury or an excessively painful disease and a qualified veterinary surgeon shall first certify that the suffering is incurable and so excessive that immediate destruction is imperative for humane reasons.
2. This insurance does not cover death directly, or indirectly caused by, happening through or in consequence of:
 - a) any surgical operation unless such operation is conducted by a qualified veterinary surgeon and certified by him/her to have been necessary to treat accident, disease or illness and to have been carried out in an attempt to preserve the bird's life
 - b) preventative treatment, wing/claw clipping, microchipping or checkups
 - c) death or vets fees arising from poisoning
 - d) malicious or wilful injury inflicted by the Insured
3. This insurance does not cover loss of birds by escape.
4. Vets fees for illness or disease within the first 14 days of the policy are not covered, nor is death arising from any illness or disease which starts during those first 14 days. This applies to any insured bird whether at inception or added later.
5. This insurance does not cover the first £12.00 of any amount payable under Supercover in respect of any one continuous treatment for accident, illness or disease.
6. This insurance does not cover birds under 12 weeks of age.
7. For claims resulting from theft, storm or vermin attack, the Insured has to bear the first 10% of the claim.
8. This insurance does not cover loss of birds of prey (or vets fees arising from attack) whilst on outdoor weatherings/bow perches or in open-fronted mews.

SECTION 3. AVIARIES/ BIRDROOMS/ BIRDKEEPING EQUIPMENT

Aviaries, birdrooms or birdkeeping equipment situated at the Insured's main residence.

Cover is for loss of or damage to the aviaries/birdrooms/birdkeeping equipment by the following causes:-

1. Theft or attempted theft
2. Fire, explosion, lightning, earthquake
3. Smoke
4. Riot, civil commotion, strikes, labour and political disturbance
5. Malicious persons or vandals
6. Falling trees or parts thereof
7. Collision by aircraft or vehicles
8. Falling radio and TV aerials

Exclusions:-

Cover excludes loss or damaged caused by:

1. Wet or dry rot
2. Damage by storm or flood if the aviaries/birdrooms are of wooden construction
3. Wear and tear

The sum insured represents and will at all times be maintained by you at not less than the full cost of rebuilding to the same specification, including demolition costs.

For claims arising from theft, storm or vermin attack, the Insured has to bear the first 10% of the claim.

CLAIMS PROCEDURE FOR BOTH STANDARD AND SUPERCOVER

In the event of a claim, a claim form must be obtained from Golden Valley Insurance Services. If the claim is for theft, the police must be notified within 24 hours of the occurrence. If the claim is for death, a post-mortem report must be obtained from a qualified veterinary surgeon. There will be no settlement for death if a post-mortem or veterinary confirmation of death is not provided. The cost of post-death veterinary charges for reports has to be borne by the Insured and is not covered by this policy. Loss adjusters may be appointed in cases of theft.

The completed claim form and veterinary bills for treatment or confirmation of death should be returned to Golden Valley Insurance Services.

All claims must be notified to Golden Valley Insurance Services within 7 days of the claim arising.

CLAIMS SETTLEMENT

Our liability in respect of loss or damage arising out of one occurrence shall not exceed the amount stated against each bird or item on the certificate.

It is warranted that all alarm systems are maintained in full working order and the alarm will be set whenever the aviaries are unattended during both day and night.

It is also warranted that adequate precautions be taken to exclude vermin from birdrooms and aviaries.

In all cases of theft, loss adjusters may be appointed to investigate the loss.

Where a premium is being paid monthly by direct debit, the premium has to be cleared so any balance outstanding will be deducted from the claim settlement and the instalment agreement will be cancelled.

GENERAL CONDITIONS

1. This policy and the schedule shall be read as one contract and any word or expression to which a specific meaning has been attached shall bear that meaning wherever it appears.
2. You (and any other person to whom this insurance applies) must at all times take reasonable precautions to prevent accident, illness, loss or damage.
3. In the event of any occurrence which may give rise to a claim under this policy, you must:
 - a) without unnecessary delay give notice and full particulars in writing to us and provide all information and assistance which we may reasonably require.
 - b) where appropriate, take all practical steps (including notification to the police and any appropriate theft register) for tracing and recovering the birds stolen or lost as a result of attempted theft. If a settlement has already been made and any of the birds are subsequently recovered, then you will refund to the Insurers the amount you have received for any recovered bird. No birds may be abandoned to us if found.
4. If, at the time any claim arises under the policy, there is any other insurance covering the same loss or damage, we will not be liable to contribute more than our rateable proportion of the claim.
5. If a claim is in any respect unfounded or fraudulent, all benefit under this policy shall be forfeited.
6. If any difference arises as to the amount to be paid under this policy, such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against us.
7. We may cancel this policy by sending 30 days' notice by recorded delivery to your last known address and you will become entitled to the return of premium corresponding to the unexpired period of the insurance.

8. The observance by you of the terms of this policy and the truth to the best of your knowledge and belief of the statements and answers in the proposal form are conditions precedent to our liability.

GENERAL EXCLUSIONS

1. Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or loot or pillage in connection therewith.
2.
 - a) Any expenses or consequential loss arising from the loss of the insured birds or items
 - b) Any legal liability of whatsoever nature
 - c) Any legal liability directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous property of any explosive nuclear assembly or nuclear component thereof.

3. Loss destruction or damage directly or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. We will **NOT** pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss:
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognize the date or change of date;

For the purposes of this exclusion “computer virus” means a corrupting instruction from an unauthorized source that propagates itself via a computer system or network.

5. We will **NOT** pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature
3. death or injury to any person

Directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from

- i) terrorism
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of terrorism

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) Involving:

- i) the causing, occasioning or threatening of harm of whatever nature and by whatever means
- ii) putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

OPERATION OF COVER

The proposal made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this certificate (or as varied by endorsement) in respect of events occurring anywhere within

the geographical limits during the period of insurance, or any subsequent period for which you pay and we agree to accept a renewal premium.

Signed on behalf of the Insurer

Sharron L. O'Gorman

for and on behalf of Golden Valley Insurance Services.

CUSTOMER SERVICE

We are pleased to inform you of how Lloyds meets its obligations under the following legislation, which applies for all contracts where the Insured is "an individual".

NOTICE TO THE INSURED

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

OUR SERVICE COMMITMENT TO YOU.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times, we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim, you should, in the first instance, contact Golden Valley Insurance Services. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is:-

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020-7327-5693
Fax: 020-7327-5225
Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

DATA PROTECTION ACT 1998

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. NMA2863 (22.6.00).

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

NMA2852.

How to Cancel this Insurance

If you decide that you do not wish to proceed then you can cancel this insurance by writing to Golden Valley Insurance Services within 14 days of either:-

- The date you receive your policy documentation; or
- The start of the period of insurance

whichever is the later. Providing you have not made any claims we will refund any payment you have made.