



Livestock insurance

Policy document



Livestock Policy Contents

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Livestock Insurance Policy

Welcome to Rural

Thank **You** for choosing to buy **Your** insurance through Rural Insurance Group. **We** are confident **Your** trust is well placed. **We** are determined to provide **You** with outstanding customer service at all times and to make insuring with **Us** as easy and trouble-free as possible.

This **Policy** wording outlines all the important information **You** need to know about the cover. Please read the wording in full and make sure **You** are happy with the cover provided and that it meets **Your** requirements. If **You** need any clarification, please contact **Your Intermediary** in the first instance.

About Rural

Rural Insurance Group is an underwriting company dedicated to providing insurance solutions to meet the needs of agricultural and rural based businesses.

Working exclusively with **Intermediaries** **We** supply insurance products that provide a broad range of rural business and farming requirements.

Established in 1995, Rural is located in Harrogate, North Yorkshire. In addition, there is a network of Business Development Managers and Development Underwriters located throughout the UK to support **Intermediaries**.

At Rural, **We** believe in building enduring partnerships with **Our Intermediaries**, maintaining an innovative approach to rural and agricultural insurance and risk management.

Getting to know each other

To learn more about Rural, please visit www.ruralinsurance.co.uk

The Insurers

The **Policy** is underwritten by the following Insurers:

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Arranged by Rural

This is to certify that in accordance with the authorisation granted to Rural and in consideration of the appropriate premium having been paid, the **Insurers** (and their executors and administrators) are hereby bound each for their own part and not for one another, to insure in accordance with the terms and conditions contained herein or endorsed herein. None of the **Insurers** is responsible for the subscription of any other co- subscribing Insurer who for any reason does not satisfy all or part of its obligations. Details of the share percentages for which each **Insurer** is responsible are available on request.

Customer Information

Your Rights to Cancel

We hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation.

If **You** do wish to do so and the **Policy** cover has not yet commenced **You** will be entitled to a full refund of the premium paid.

Alternatively if **You** wish to do so and the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid for which a deduction may apply at **Our** discretion for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover and may also at **Our** discretion include an administrative charge to cover the administrative cost of providing the **Policy**.

Our Rights to Cancel (other than non-payment of premium and/or insurance premium tax)

We shall not be bound to accept any renewal of this **Policy**. **We** may at any time give 14 days notice of cancellation by recorded delivery to **Your** last known address.

Our Rights to Cancel (non-payment of premium and/or insurance premium tax)

If the **Insurers** do not receive the premium and insurance premium tax in full they may cancel this **Policy** by sending **You** at least 7 days written notice of cancellation to **Your** last known address. The **Insurers** will send a copy of this communication to **Your** Insurance Intermediary.

In respect of "**Your Rights to Cancel**" and "**Our Rights To Cancel**" as stated above, if a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

If **You** are paying by instalments **You** must pay the balance of the full annual premium. This termination will be without prejudice to any rights or claims prior to the expiration of the cancellation notice.

Compensation Arrangements

Zurich Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Claims Procedure

If **You** wish to make a claim under the above sections of the **Policy You** should speak in the first instance to **Your Intermediary** who arranged the **Policy for You**. Their details are on the **Policy Schedule**.

Alternatively **You** can report **Your** claim directly to **Our** appointed Chartered Loss Adjusters by:

Telephone 02921 010 334

Email ruralnewclaims@uk.sedgwick.com

Full information on claims procedures is also available from the Rural website at www.ruralinsurance.co.uk.

Customer Information

Complaints Procedure

Rural handles complaints on behalf of Zurich Insurance Company Ltd - for the purposes of complaints **'We, Our, Us'** shall refer to Zurich and Rural.

We make every effort to ensure that the cover and service provided to **You** is clear, fair and not misleading.

However, should **You** ever wish to make a complaint about any part of **Your** policy or **Our** service, please refer to the table below to help **You** reach the correct area quickly and easily.

Your complaint will be acknowledged promptly. **We** aim to resolve all complaints as quickly as possible but, if this will take longer than 10 working days from receipt, **We** will give **You** an expected date of response.

In all correspondence please state that **Your** insurance is provided by Rural and quote the details of **Your** policy, the name of the insured, policy number and departmental references.

Complaints Contact Details

Reason for complaint	Nature of complaint	Contact	Contact Details	
Advice or sales related	Any	Your Insurance Intermediary	Please refer to Your Insurance Intermediary correspondence	If not resolved by the end of the next working day Your complaint will be passed to: Customer Relations Department, Rural, The Hamlet, Hornbeam Park Harrogate North Yorkshire HG2 8RE Telephone: 0333 400 9969 Email: customerrelations@ruralinsurance.co.uk
Claims related	Any	Your claims handler / administrator in the first instance	<u>Email:</u> Ruralinsurance@uk.sedgwick.com Customer Relations Dept. Sedgwick Oakleigh House 14-16 Park Place Cardiff CF10 3DQ Tel: 02921 010334	

If **You** are not happy with the outcome of your complaint, **You** may be able to ask the Financial Ombudsman Service to review **Your** case.

We will let **You** know if we believe the ombudsman service can consider **Your** complaint when **We** provide **You** with **Our** decision. The service they provide is free and impartial, but **You** would need to contact them within 6 months of the date of **Our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 0234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **Your** complaint, **You** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the **Policy Schedule**.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Protection

Who controls your personal information

This notice tells **you** how Zurich Insurance Company Ltd ('Zurich'), as data controller, will deal with **your** personal information. Where Zurich introduces **you** to a company outside the group, that company will tell **you** how **your** personal information will be used.

You can ask for further information about **our** use of **your** personal information or complain about its use in the first instance, by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If **you** have any concerns regarding **our** processing of **your** personal information, or are not satisfied with **our** handling of any request by **you** in relation to **your** rights, **you** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that **you** give us by phone, email, filling in forms, including on **our** website, and when **you** report a problem with **our** website. **We** also collect personal information from **your** appointed agent such as **your** trustee, broker, intermediary or financial adviser in order to provide **you** with the services **you** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **you** have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that **we** require to fulfil **our** contractual or legal requirements unless **you** consent to provide additional information. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

If **you** give **us** personal information on other individuals, this will be used to provide **you** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **you** have their permission to do so. Except where **you** are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How **we** use **your** personal information' section.

How we use your personal information

We and **our** selected third parties will only collect and use **your** personal information (i) where the processing is necessary in connection with providing **you** with a quotation and/or contract of insurance and/or provision of financial services that **you** have requested; (ii) to meet **our** legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for **our** "legitimate interests". It is in **our** legitimate interests to collect **your** personal information as it provides **us** with the information that **we** need to provide **our** services to **you** more effectively including providing **you** with information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which **we** will collect and use **your** personal information are:

- to provide **you** with a quotation and/or contract of insurance
- to identify **you** when **you** contact **us**
- to deal with administration and assess claims
- to make and receive payments

- to obtain feedback on the service **we** provide to **you**
- to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use **your** health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between **you** and **us**.

We will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

Who we share your personal information with

Where necessary, **we** share personal information for the purposes of providing **you** with the goods and services **you** requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet **our** legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data - data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data - personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data - similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How we use your personal information for websites and email communications

When **you** visit one of **our** websites **we** may collect information from **you** such as **your** email address or IP address. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of **our** website. A cookie is a small text file sent to **your** computer. A pixel tag is an invisible tag placed on certain pages of **our** website but not on **your** computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve **our** email communications and website. Useful information about cookies, including how to remove them, can be found on **our** websites.

How we transfer your personal information to other countries

Where **we** transfer **your** personal information to countries that are outside of the UK and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of **our** security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will keep and process **your** personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long **we** will keep **your** personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- **our** business processes, associated with the type of product or service that **we** have provided to **you**
- the type of data that **we** hold about **you**
- if **your** data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable **us** to respond to any questions, complaints, claims or potential claims
- if **you** or a regulatory authority require **us** to keep **your** data for a legitimate purpose.

Your data protection rights

We will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **your** personal information by means of automated decision making and profiling where **we** have a legitimate interest and/or **you** have consented to this.

You have a number of rights under the data protection laws, namely:

- to access **your** data (by way of a subject access request)
- to have **your** data rectified if it is inaccurate or incomplete
- in certain circumstances, to have **your** data deleted or removed
- in certain circumstances, to restrict the processing of **your** data
- a right of data portability, namely to obtain and reuse **your** data for **your** own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **you**
- to claim compensation for damages caused by a breach of the data protection legislation
- if **we** are processing **your** personal information with **your** consent, **you** have the right to withdraw **your** consent at any time.

You can exercise **your** rights by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

What happens if you fail to provide your personal information to us

If **you** do not provide **us** with **your** personal information, **we** will not be able to provide **you** with a contract or assess future claims for the service **you** have requested.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- check **your** personal data against counter fraud systems
- use **your** information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review **your** claims history
- share information about **you** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **you** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Zurich may register **your** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when **you** apply for insurance, when claims or potential claims are notified to **us** or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Important details about Rural (Not forming part of the contract)

Rural, Rural Insurance Group and Rural Insurance Services are trading names of Geo Underwriting Services Limited, which is authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London EC3R 7PD. Registered in England 04070987.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0300 500 8082.

1. Policy Definitions

The **Policy**, **Policy Schedule** and all operative endorsements are to be read as one contract and words and expressions defined below shall have the same meaning wherever they appear in bold.

For the purposes of each Section of the **Policy** any word or expression defined in such Section shall have the same meaning wherever it appears in that Section in bold.

Business

The **Business** stated in the **Policy Schedule** and for the purposes of this insurance, no other.

Policy

Notwithstanding anything contained to the contrary herein the word **Policy** shall be deemed to mean **Policy**, **Schedule**, Contract Wording and any endorsement attachments issued during the currency of **Your** Insurance.

Excess

An amount deducted from each claim payment after the application of all other terms of the **Policy**.

Insured/The Insured/You/Your

The person(s), Company or firm named as **The Insured** in the **Policy Schedule** whilst carrying on the **Business**.

Insurers/The Insurers/We/Us/Our

The Insurers for their respective proportions as stated herein, full details of which are shown on Page 2 of this **Policy** or as amended by Endorsement from time to time.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Proposal Form

The Proposal including the Declaration.

Schedule/Policy Schedule

The **Schedule** is part of this insurance and contains details of **You**, the Premises, the Sums Insured, the **Period of insurance** and the Sections of this insurance which apply.

Your Intermediary

The person(s) who have arranged this Insurance for **You**.

2. General Policy Conditions

1. Fair Presentation of the Risk

- a) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request **You** must:
 - i. disclose to **Us** all material facts in a clear and accessible manner; and
 - ii. not misrepresent any material facts.
- b) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless **We** may:
 - i. avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all claims in which case **We** will not return the premium paid by **You**; and
 - ii. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:
 - i. if **We** would not have provided **You** with any cover **We** will have the option to:
 - 1) avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
 - ii. if **We** would have applied different terms to the cover **We** will have the option to treat this **Policy** as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii. If **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.

2. Fraudulent Claims

If **You** make any claim which is fraudulent or intentionally exaggerated or if **You** make any false declaration or statement in support thereof the **Insurers** shall not pay compensation and the **Policy** shall be deemed to be terminated with effect from the date of the fraudulent act.

If the **Policy** is terminated under this condition **You** will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

3. Arbitration

If any difference arises as to the amount to be paid under this **Policy** (**Policy** liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference by this Condition is to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Insurer**.

4. Cancellation

Rural acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 15 days notice by a Recorded Delivery letter to **You** at **Your** last known address and in such event **You** will be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This is subject to the retention by the **Insurer** of any minimum premium under this **Policy** or any section of it and/or if the premium has been

based wholly or partly on any estimates the premium will be adjusted in accordance with the appropriate provisions.

5. Conditions Precedent

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** **We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. Where a claim is submitted after the policy has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

The observance and fulfilment of the terms of this **Policy** so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to any liability of the **Insurers**.

6. Notification of Claims

On the happening of any event giving rise or likely to give rise to a claim under this **Policy** **You** must immediately provide details to **Us** of such and supply all such details and evidence, documentary or otherwise, and shall carry out such things as Rural may reasonably require.

Please refer to the Claims Procedure in the Customer Information in this **Policy** for details of how to report the claim.

7. Payment of Claims

The **Insurers** may at any time, **Policy** liability having been admitted, pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability.

8. Pro-Rata Contribution

If at the time of any accident, injury, illness or disease resulting in loss under this **Policy** there be any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, the liability of the **Insurers** shall be limited to their rateable proportion of such loss.

9. Material Alteration

You must give the **Insurers** immediate notice in writing via **Your Intermediary** of any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Policy Condition 1 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

10. Subrogation Rights

If **You** make any claim under this **Policy**, **You** must at the request and the expense of the **Insurers** do and concur in doing and permit to be done all such things as may be reasonably required by the **Insurers** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurers** shall be or would become entitled or subrogated upon its paying for or making good any loss arising from any accident, injury, illness or disease under this **Policy** whether such acts and things shall become necessary or required before or after the indemnification by the **Insurers**.

11. EU Disclosure Clause

You 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.

12. Livestock Claims

APPLYING TO ALL SECTIONS EXCEPT BRUCellosIS, FOOT AND MOUTH, SWINE VESICULAR DISEASE AND FERTILITY GUARANTEE

- a) Every animal must be in sound health and free from injury at the commencement of this insurance.
- b) No animal will be removed permanently from the premises or used other than for the Purpose of Use without **Our** written consent.
- c) **You** will:
 - i. at all times exercise every proper precaution and safeguard against accident, injury, illness or disease
 - ii. comply with all requirements and directions given by **Us** or by a Veterinary Surgeon employed by **Us**.
 - iii. give **Us** immediate notice of:
 1. any accident or injury to or illness or disease of any animal providing immediately at **Your** own expense for adequate attendance and treatment by a qualified Veterinary Surgeon and the production of his report
 2. the death of any animal arranging immediately at **Your** own expense for a post mortem examination to be made by a qualified Veterinary Surgeon and forwarding the post mortem report to Rural without delay.
 - iv. following death of any animal and assuming compliance with c(i) (ii) above dispose of the carcass to best advantage and the amount realised will belong to the **Insurer**.
 - v. at **Your** own expense provide any information and evidence that **We** may require accompanied by veterinary certificates and satisfactory proofs as to the identity and value of any animal.
- d) **The Insurers** will not in any circumstances be bound to accept notice of or be affected by any transfer of interest, charge, lien, assignment of other dealing with or relating to any animal and nothing contained in the **Policy** will give any right against the **Insurers** to any person other than **You** except to a transferee approved by **Us**.

13. Contracts (Rights of Third Parties) Act 1999

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

14. Average

Where any Section is stated to be subject to Average if at the time of any occurrence giving rise to a loss the total value of the animals insured under such Section is greater than their total value shown in this **Policy** **You** will be considered to be your own insurer for the difference in value and will bear a rateable share of the amount which would otherwise have been payable by **Us**.

For the avoidance of doubt solely in respect of the application of Average to any item under this **Policy** clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

15. Poultry

For the purpose of this **Policy** the word Animal shall include poultry

16. Right of Entry

On the happening of any accident, injury, illness or disease in which **You** make or may make a claim under the **Policy**, the Insurers and every person authorised by the **Insurers** may without thereby incurring any liability and without diminishing the right of the **Insurers** to rely upon any conditions of this **Policy** enter the premises where the accident, injury, illness or disease has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of **You** to the **Insurers** so to do. If the **Insured** or anyone acting on their behalf shall not comply with the requirements of the **Insurers** or shall hinder or obstruct the **Insurers** in doing any of the above-mentioned acts then all the benefits under the **Policy** shall be forfeited. **You** shall not in any case be entitled to abandon any property to the **Insurers** whether taken possession of by the **Insurers** or not.

17. Department for the Environment, Farming and Rural Affairs

All references to Department for Environment, Farming and Rural Affairs or DEFRA shall include its equivalent devolved functions in Scotland Wales and Northern Ireland, and their respective successor organisations.

18. Subjectivity Condition

The **Policy**, the **Proposal**, statement of fact and/or declaration made by **You**, and any endorsements on the **Policy** and the **Policy Schedule** should be read together and form the contract between **You**, and **Us**.

We will clearly state if the cover provided by the **Policy** is subject to **You**:

- a) providing **Us** with any additional information requested by the required date(s),
- b) completing any actions agreed between **You** and **Us** by a required date(s),
- c) allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

- a) modify **Your** premium,
- b) issue a mid-term adjustment to **Your Policy** terms and conditions,

- c) require **You** to make alterations to the risk insured by the required date(s),
- d) exercise **Our** right to cancel **Your Policy**,
- e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, **We** will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- i) **You** have the right to cancel this policy from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) **We** may, at **Our** option, exercise **Our** right under General Policy Condition 4 - Cancellation.

Except where stated all other **Policy** Terms and Conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if we discover information material to **Our** acceptance of the risk.

19. Sanctions

Notwithstanding any other terms of this **Policy** **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

3. General Policy Exclusions

Unless specified in each section of the **Policy** to the contrary, **We** will not pay **You** for loss or damage, accident, injury, illness or disease in respect of all of the following:

1. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

This **Policy** does not cover

- a) Loss or destruction of or damage to any property, or accident, injury, illness or disease whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss, damage, accident, injury, illness or disease directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

3. Territorial Limits Exclusion

This **Policy** does not cover:

Damage or consequential loss or accident, injury, illness or disease occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

4. Northern Ireland Overriding Exclusion

Notwithstanding anything in this **Policy** or in any extensions thereof, it is agreed that as an Exclusion overriding all other Terms (including the nature and terms of perils insured against) this **Policy** does not cover loss or destruction of or damage or accident, injury, illness or disease to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

Note: - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

For the purpose of this Exclusion "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this Exclusion, any loss, destruction, damage, accident, injury, illness or disease is not covered by this **Policy** the burden of proving that such loss, destruction, damage, accident, injury illness or disease is covered shall be upon the **Insured**.

This overriding Exclusion applies to this **Policy** and to any extensions thereof, whether such extensions be issued before or after this overriding Exclusion except only if an extension be issued hereafter which expressly cancels this overriding Exclusion.

5. Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, accident, injury, illness or disease, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes loss, damage, accident, injury, illness or disease, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Insurers** allege that by reason of this Exclusion, any loss, damage, accident, injury, illness or disease, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. Further Exclusions

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for loss, damage to, or destruction of any Property, accident, injury, illness or disease caused by any of the following:

- a) Loss due to depreciation
- b) Delay, confiscation or detention by any Government or other Officials or Authorities
- c) Vermin, insects, fungus, condensation, wet or dry rot or toxic mold unless specifically insured against in any Section
- d) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. Optional Policy Endorsements and/or Extensions

(only applicable if shown in the Schedule)

1. Excluding Breeding

Notwithstanding anything contained herein to the contrary the Insurance provided by this Section excludes all claims as a result of any animal being pregnant.

2. Brucellosis Movement Restriction

It is agreed that in the event of the Department for Environment Farming and Rural Affairs imposing a restriction on the movement of livestock due to a reaction to a post-accreditation blood test for Brucellosis, **We** will pay **You** the Sum Insured for each complete week in excess of 13 weeks that the premises are within an area subject to such movement restriction up to a maximum of 52 weeks for any one reaction to a post- accreditation blood test for Brucellosis. The amount payable shall be increased by 25% after the first 26 weeks of payment under this cover.

Special Condition

No monies shall be payable under this cover when there is a valid claim payable under Cover 8 – Brucellosis.

3. Brucellosis

This Section provides indemnity for the difference between the Sums Insured and the carcass value and/or compensation (if any) paid by the Department for Environment Farming and Rural Affairs under the Diseases of Animals Act in the event of the Animal(s) failing to pass routine herd tests for Brucellosis.

4. Foot and Mouth

This Section is extended to pay 25% of the compensation payable by the Department for Environment Farming and Rural Affairs. Such payment being up to but not exceeding 25% of the Sums Insured in the event of the insured animals being slaughtered under the provisions of the Diseases of Animals Act due to Foot and Mouth Disease.

5. Enzootic Bovine Leucosis

This Section provides indemnity for the difference between the Sum(s) Insured and the compensation (if any) paid by the Department for Environment Farming and Rural Affairs under the Diseases of Animals Act in the event the insured animals(s) failing to pass a serological test for Enzootic Bovine Leucosis.

6. Theft

This Section is extended to include losses arising out of theft or rustling including losses arising out of mysterious disappearance. It is a condition precedent to liability under this Section that all losses are reported to the Policy.

Policy Cover

Section 1 - Specified Animals - All Risks Mortality

Your Cover

In the event of the death of a specified animal:

- a) During any **Period of Insurance**, or
- b) Within thirty days thereafter in the case of policies renewable annually from accident or injury sustained or illness or disease contracted (including losses arising from Anthrax, Johne's Disease or Dishorning) during any **Period of Insurance**.

We will pay to **You** the market value of such animal immediately prior to the occurrence resulting in the death but not exceeding the Sum Insured.

In addition, notwithstanding Exception 1(b) to this Section the **We** will indemnify **You** in respect of the difference between the market value immediately prior to and the statutory compensation received in the event of the slaughter of the animal(s) by Government order due to reaction to an official test for Tuberculosis carried out during the **Period of Insurance**.

Exclusions

We will not be liable in respect of

1. Death resulting from
 - a) Slaughter without the consent of the **Insurer** unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury.
 - b) Destruction in compliance with the requirement of any statute or by Official Order or where Government compensation is paid or payable for the total market value for the animal.
 - c) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life.
 - d) Any animal being used other than for the Purpose of Use including the hiring of any animal to another party.
 - e) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease.
2. Consequential loss of any kind.

Section 2 - Specified Animals - Accidental Death Only

Your Cover

In the event of accidental bodily injury occurring to any specified animal during the **Period of Insurance** and causing within 14 days of the injury the death of the animal or its slaughter on humanitarian grounds (as certified by a qualified Veterinary Surgeon and carried out immediately consequent upon accident or injury) **We** will pay to **You** the market value of the animal immediately prior to its death but not exceeding the Sum Insured.

Exclusions

We will not be liable in respect of

1. Death resulting from
 - a) Slaughter without the consent of the **Insurer** unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury.
 - b) Destruction in compliance with the requirement of any statute or by Official Order.
 - c) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life.
 - d) Any animal being used other than for the Purpose of Use including the hiring of any animal to another party.
2. Consequential loss of any kind.

Section 3 - Prospective Calf Insurance

Your Cover

We will pay **You** for loss, not exceeding the Sum Insured shown in the **Schedule** to this Section, of the prospective calf as described in the **Schedule** to this Section not being born alive (as a result of being aborted or stillborn) or if born alive, against dying within the **Period of Insurance** from accident, illness or disease.

The **Policy** includes death of the prospective calf through the death of the cow (other than the slaughter of the cow in accordance with the Bovine Spongiform Encephalopathy Compensation Order 1990) provided that a post mortem report certifying the existence of an unborn calf is obtained and forwarded to Rural immediately. If however the post mortem examination reveals the cow to have been barren then the premium hereon will be returned in full.

In the event of a calf other than the breed of animal shown on the Schedule being produced on the due date or the abortion or premature birth of a dead calf which is obviously not the breed of animal shown on the Schedule, by the host dams, the premium applicable to that animal will be returned to the Insured in full.

In the event of the loss of an Insured foetus prior to it being recognisable as a pure bred (as above) only 20% of the Sum Insured will be payable hereunder and 50% of the premium applicable to that animal will be returned.

In the event of barrenness, foetal resorption or multiple pregnancy the **Policy** will be null and void and **The Insurer** agree to return the premium in full, subject to a qualified Veterinary Surgeon's **Policy** of barrenness or multiple pregnancy.

Conditions Precedent to Liability

- 1. It is a Condition Precedent to any liability of **The Insurer** hereon that in the event of any claim hereunder arising out of the calf not being born alive as a result of having been or being alleged to have been aborted:
 - a) The foetus shall have been found and shall have been examined by a qualified Veterinary Surgeon, and
 - b) There shall have been produced to the **Insurer** as evidence of the loss, irrespective of any policy of pregnancy having been issued, a Policy signed by the Veterinary Surgeon in the following form:

“This is to certify that I have this day examined the cow This cow exhibited definite signs of having recently aborted, such abortion being corroborated by my examination of a recently aborted foetus the development of which was indicative of the cow having been served/implanted on or about the day of..... 20.....

I found no evidence of multi pregnancy”.

This Condition shall have effect notwithstanding any rule of law or practice to the contrary and, in particular notwithstanding that it may have been or may be alleged to have been impossible for the foetus to have been found.

2. It is a Condition Precedent to any liability of **The Insurer** hereon that in the event of any claim hereunder arising out of the calf, though fully developed, not being born alive but having been or being alleged to have been stillborn or, if born alive, dying within the **Period of Insurance** from accident, illness or disease there shall have been produced to **The Insurer** as evidence of loss irrespective of any Policy of Pregnancy having been issued a Policy signed by a qualified Veterinary Surgeon in one or other of the following forms as may be appropriate in the particular instance, namely:

“This is to certify that the cow gave birth to a single fully developed dead calf on the day of 20.... and which dead calf I have examined.”

Or

“This is to certify that the calf by out of born on the day of 20.... died on the day of 20.... and which dead calf I have examined.

In my opinion the cause of death was

This was not a twin calf “

3. It is a Condition Precedent to any liability of **The Insurer** hereon that notification be given to **The Insurer** at the first suspicion of a claim hereunder.

Section 4 - Fertility Guarantee

Your Cover

We will indemnify **You** for loss arising out of the Guarantee of Fertility given by **You** to the purchaser at the time of sale of the animal(s) specified in accordance with the Breed Society Guarantee and wording attached to this **Policy**.

Bull Fertility Guarantee

1. The Guarantee (“the Guarantee”) set out in the Schedule hereto shall apply subject to the conditions and other provisions hereinafter contained to all bulls listed for inclusion in an auction whose conditions of sale shall state that they incorporate the National Cattle Breeder Association Bull Fertility Guarantee and sold in the auction or on the day of the auction sale and notified by either buyer or seller to the auctioneer as a sale.
2. No Guarantee whatsoever as to the fertility is given to:
 - 1) Any bull under the age of 8 months at the date of the sale unless otherwise stated in writing or announced by Rural at the time of the sale.
 - 2) Any bull sold to a non-accredited herd.
 - 3) Any bull which shall have been rejected by its Breed Society panel of Inspectors prior to the sale.
3. No claim shall be made under the Guarantee:
 - a) Unless the bull is proven incapable of putting a cow or heifer in a state of pregnancy by natural service before any export overseas shall take place or
 - b) In respect of any bull which becomes incapable of putting a cow or heifer in a state of pregnancy by natural service as a result of injury, accident or disease happening after the fall of hammer or notification to Rural (as the case may be) or
 - c) In respect of any bull which shall die before the expiry of two months of the date of the sale or within two months of attaining the age of 14 months (whichever is the later) or
 - d) In respect of any bull which does not remain in the ownership and possession of the original purchaser at the sale herein referred to.
4. The Guarantee is subject to the following conditions:
 - a) That bull shall be fairly tried with a view to him putting a cow or heifer in a state of pregnancy by natural service within a period of two calendar months of the date of the sale or within two calendar months of attaining the age of 14 months (whichever is the later)
 - b) For the purposes of this paragraph “fairly tried” shall not be deemed to have occurred when less than three female animals in season have been properly presented to or run with the bull

- c) If upon purchase of the bull it is found impracticable for the buyer to fairly try the bull within the period stated in sub paragraph a) above, due to the purchasers normal calving programme, Rural must be informed in writing immediately after the sale of the month in which it is proposed to commence using the bull. At the discretion of the auctioneers (in consultation with the vendor) Rural may extend the date of commencement of the trial period to the first day of the month in which the buyer has notified them aforesaid that he proposed to commence using the bull. Rural shall notify the purchaser within seven days of receipt of the said notice in writing from the purchaser.
 - d) The purchaser shall give notice in writing by Recorded Delivery to Rural of an inability of the bull to put a cow or heifer in a state of pregnancy by natural service after one calendar month nor after the expiration of six calendar months from the date of the sale or of the bull attaining the age of 14 months or any extension of the commencement of the trial period granted under sub paragraph c) hereof, whichever is the later.
- 5.
- a) On receipt of the notice referred to in paragraph 4d) hereof the auctioneers shall forward a Bull Fertility Report Form to the purchaser which shall be completed by a qualified Veterinary Surgeon and returned to Rural within 30 days of the date of issue accompanied by a policy from a duly qualified Veterinary Surgeon declaring that the inability to put a cow or heifer in a state of pregnancy by natural service is not the result of injury, accident or disease happening after the fall of the hammer or notification of the sale to the auctioneer (as the case may be) and that he has examined the cows and heifer on which the bull has been tried and has found them in normal breeding condition and that they are not responsible for the bull's inability to put a cow or heifer in a state of pregnancy by natural service.
 - b) Rural shall immediately inform the Vendor of the receipt of a notice of complaint and shall forward to the Vendor a copy of the infertility report.
 - c) The purchaser shall give the bull every opportunity by proving himself capable of putting a cow or heifer in a state of pregnancy by natural service within a period of 2 months in the Guarantee mentioned and shall (if required) allow a Veterinary Surgeon appointed by the vendor to examine and try the bull and in addition shall (if required) allow the vendor to remove the bull to the vendors own or other accredited premises in order to try the bull.
 - d) On receipt of the Fertility Report Form (and any other evidence from either vendor or purchaser they shall notify Rural that they or either of them shall want to give), Rural shall, in their absolute discretion think fit to enable them to decide whether the bull is capable of putting a cow or heifer in a state of pregnancy by natural service and may extend the trial period for a further period not exceeding two months. Rural must in any event give their decision as to whether or not a bull has fulfilled the Guarantee before the expiry of two months from the date of sale or two months of the bull attaining the age of 14 months or before the expiry of two calendar months after the expiry of any extension of the trial period granted by them under paragraph 4c) hereof (whichever is the later).

6. In the event of the vendor and the purchaser or either of them being dissatisfied with the decision of Rural or if Rural shall fail to issue a decision within the time prescribed for such decision under paragraph 5d) hereof, the dispute as to whether the bull is/is not capable of putting a cow or heifer in a state of pregnancy by natural service shall be referred to arbitration by an independent arbitrator who shall forthwith be nominated (failing agreement between the vendor and the purchaser) and the Council of the Cattle Society of the breed of the bull in question and the decision of such Arbitrator on such matter shall be final and binding on all parties. The Arbitrator shall act in accordance with the Arbitration Acts 1950 or 1979 or in accordance with any enactment for the time being amending or replacing the same.
 7. In the event of Rural concluding that a bull is incapable of putting a cow or heifer in a state of pregnancy by natural service under the provisions of Paragraph 6 hereof the vendor shall:
 - a) be bound to accept the return of the bull and on delivery of it to his premises (unless some other arrangement shall be mutually agreed upon) to refund the purchase the whole of the purchase price of the bull together with the expenses of the purchaser's Veterinary Surgeon; the cost of carriage from the purchaser's premises to the vendor's premises; the carriage and keep of the bull from the date of the notification of the claim under paragraph 4d) hereof at the rate from time to time recommended by the Institute of Auctioneers in Scotland or the Livestock Auctioneers Market Committee in England and Wales up to a maximum of 10% of the purchase price.
 - b) pay the costs of the Arbitration and the Arbitrator in accordance with any direction given by the Arbitrator in this respect
- Save as aforesaid the vendor shall be under no liability to the purchaser.
8. Rural's conditions of sale in relation to any particular bull shall be deemed to have been incorporated in these provisions.

The schedule before referred to THE GUARANTEE that the bull is capable of putting a cow or heifer in a state of pregnancy by natural service within two months of attaining the age of 14 months whichever is the later. This Guarantee will be deemed to be fulfilled whenever one female animal is proven to be in calf by natural service to that bull subsequent to the sale. A bull shall not be deemed to be incapable of putting a cow or heifer in a state of pregnancy by natural service on a semen test only.

Section 5 - Loss of Use/Infertility

Your Cover

1) Where Bulls are insured on the Schedule

Notwithstanding anything contained herein to the contrary it is hereby agreed that in the event of the bull(s) described in the **Schedule** being proved by the production of satisfactory evidence and Certificates to be or have become permanently infertile or impotent or incapable of service **The Insurer** will make good the difference between the sum realised by the disposal of the bull and its value, such value not to exceed the Sum Insured as stated in the **Schedule**. It is further agreed that notwithstanding anything in this **Policy** to the contrary should any bull described in the **Schedule** be slaughtered compulsorily under the Disease of Animals Act the Sum Insured will be payable less the amount recoverable from the Local Authority or from the Department for Environment Farming and Rural Affairs.

2) Where Rams are insured on the Schedule

We will insure **You** against loss incurred in the event of the Insured Ram being proved to the satisfaction of a Veterinary Surgeon appointed by **The Insurer** to be infertile and permanently incapable of begetting stock by service up to an amount equal to the full sale price of the Insured Ram or the Sum Insured whichever shall be the lower.

The term "infertile" shall be deemed to mean the Insured Rams impotence or uninduced refusal to serve ewes; or any abnormality of the semen which results in the inability to fertilise ewes under normal breeding conditions and infertility shall not be proved unless the Insured Ram fails to get one ewe into lamb during its FIRST service season.

Section 6 - Tuberculosis Reactor

Your Cover

In the event of the slaughter of any cattle by Government order due to reaction to an Official test for Tuberculosis carried out during any **Period of Insurance** at the premises or elsewhere while the cattle are temporarily removed **We** will pay **You** the amount per animal specified on the **Schedule** or 25% of the Statutory Compensation paid for that animal, whichever is the less.

The liability of **The Insurer** in any one **Period of Insurance** will not exceed the Sum Insured.

Section 7 - Anthrax

Your Cover

In the event of the death of any animal during any **Period of Insurance** (or within thirty days thereafter in the case of policies renewable annually) due to Anthrax contracted during any **Period of Insurance** at the premises or elsewhere while such animal is temporarily removed **We** will pay to **You** the market value immediately prior to contraction of the disease but not exceeding:

- a) The Limit per Animal shown in the **Schedule** in respect of each Animal
- b) The Total Value in all

The Liability of **The Insurer** in any **Period of Insurance** will not exceed the Sum Insured.

Section 8 - Brucellosis

Your Cover

1. If any of the livestock at the Approved Premises is slaughtered in accordance with the Rules of the Schemes in consequence of failure to pass a post-accreditation blood test for Brucellosis, **We** will pay **You**:
 - a) The difference between the value of such livestock before slaughter and the amount of compensation paid or payable under the Scheme,And
 - b) An amount not more than 25% of:
 - i) The Government Compensation paid or payable or
 - ii) The value of the livestock before slaughter,whichever is the lower
2. If any of the livestock at the Approved Premises that is included in the British Register of Officially Brucellosis Free Cattle Herds passes a post-accreditation test for Brucellosis, but fails the periodic test for Officially Brucellosis-free Herds,
We will pay **You** 25% of the value of the livestock that fails the periodic test, or 25% of the Total Sum Insured whichever is the less.

In all the liability of **The Insurer** under this Section shall not exceed the Total Sum Insured.

Exclusions

We shall not be liable in respect of losses

- a) Arising from tests of any Livestock in connection with shows, sales or export
- b) Occurring outside England, Wales or Scotland
- c) Arising from causes other than a failure to pass:
 - i) Post Accreditation blood test in the herd conducted in accordance with the provisions of the Schemes or
 - ii) A periodic test conducted in accordance with the provisions of the Register of Officially Brucellosis free cattle.
- d) To livestock not qualified under the provisions of the Schemes or the Register of Officially Brucellosis free cattle to enter the herd without restriction at the Approved Premises
- e) Occurring whilst the herd does not appear on:
 - i) The Register of Accredited Herds in respect of c)i) above
 - ii) The Register of Officially Brucellosis - free Herds in respect of c)ii) above.
- f) If the administration of the Schemes is altered, unless **Our** written acceptance thereof has been obtained.
- g) Occurring within 60 days of the completion of the **Proposal**, in which case this Section is cancelled from inception and the premium returned to **You** in full

Guaranteed Renewal

Unless **We** give notice to the contrary by Endorsement on this Section at the time of its issue or at any renewal, **We** will renew this section for a further **Period of Insurance** not exceeding twelve months provided that:

- a) Both periods are consecutive.
- b) Prior to the expiry of each **Period of Insurance** **You** advise **Us** of any reactors during that period.
- c) **You** have not intimated **Your** intention not to renew this Section or **Policy** and **You** agree to pay the appropriate premium.

Interpretations

1. Scheme - the Brucellosis Incentive Scheme 1970 or the Brucellosis (Area Eradication) Scheme, as applicable to the herd.
2. Livestock - Any animal (in the Herd Registered under the schemes) which is subject to Official post-accreditation, periodic or check tests.
3. Ministry - The appropriate Government body for agriculture for the Approved Premises
4. All references to particular schemes or registers shall mean those schemes or registers together with any corresponding devolved scheme or register in Scotland or Wales and any successor schemes or registers.

Changes in Herd

At **Your** request, increases in the Total Sum Insured may be effected at any time during the **Period of Insurance** at an additional premium, provided that **You** have no knowledge of any impending blood test at the time of such request.

Section 9 - Foot and Mouth

Your Cover

In the event of compulsory slaughter of the Livestock following confirmation of infection by Foot and Mouth Disease during any **Period of Insurance We** will pay **You**:

- a) 25% of the Compensation or
- b) The Sum Insured

whichever is the less

Definitions that apply to this Section of the Policy

Compensation

The sum paid to **You** by the Department for Environment Farming and Rural Affairs in respect of the slaughter of the livestock.

Proposal

Any signed Proposal form and declaration and any information supplied by **You** or on **Your** behalf in addition to or in substitution for the Proposal form.

Conditions

1. Every animal comprising the "livestock" must be sound and in good health at the commencement of this Insurance and **You** will at all times use and exercise every due and proper precaution and safeguard to keep the farm or premises free from infection by Foot and Mouth Disease and should the farm or premises become so infected will do everything necessary to bring about restocking with the minimum of delay.
2. At the time of slaughter the total value of livestock at the farm or premises is greater than the amount declared in the **Schedule** to this Section **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of that amount which would otherwise have been payable by **The Insurer**.
3. **You** will give immediate notice of slaughter at the farm or premises and produce evidence of the Compensation received.
4. If at the time any claim arises under the Section there is any other insurance covering the same risk or part thereof **We** will not pay more than **Our** rateable proportion of such claim.
5. Without prejudice to **Your** rights in respect of any slaughter of which **The Insurer** has been notified Rural may cancel this Section by sending seven days' notice to **You** at **Your** last known address. **You** will then become entitled to a proportionate return of premium.

Section 10 - Swine Vesicular Disease

Your Cover

In the event of compulsory slaughter of the Livestock following confirmation of infection by Swine Vesicular Disease during any **Period of Insurance We** will pay **You**:

- a) 25% of the Compensation or
- b) The Sum Insured

whichever is the less

Definitions that apply to this Section of the Policy

Compensation

The sum paid to **You** by the Department for Environment Farming and Rural Affairs in respect of the slaughter of the livestock.

Proposal

Any signed Proposal form and declaration and any information supplied by **You** or on **Your** behalf in addition to or in substitution for the Proposal form.

Conditions

1. No stock will be brought on to farm or premises other than as declared on the Proposal.
2. **We** will not pay any claim in respect of any outbreak of Swine Vesicular Disease occurring within 28 days of the Inception of this Section.
3. No stock will be swill fed.
4. If at the time of slaughter the total value of livestock at the farm or premises is greater than the amount declared in the **Schedule** to this Section **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of that amount which would otherwise have been payable by **The Insurer**.
5. **You** will give immediate notice of slaughter at the farm or premises to Rural and produce evidence of the Compensation received.
6. If at the time any claim arises under this Section there is any policy or insurance covering the same risk or part thereof **We** will not pay more than **Our** rateable proportion of such claim.
7. Without prejudice to **Your** rights in respect of any slaughter of which **The Insurer** has been notified, Rural may cancel this Section by sending seven days' notice to **You** at **Your** last known address. **You** will then become entitled to a proportionate return of premium.

Section 11 - Aujeszkys Disease

Your Cover

In the event of compulsory slaughter of the Livestock following confirmation of infection by Aujeszkys Disease during any **Period of Insurance We** will pay **You**:

- a) 20% of the Compensation or
- b) The Sum Insured

whichever is the less

Definitions that apply to this Section of the Policy

Compensation

The sum paid to **You** by the Aujeszkys Disease Eradication Fund in respect of the slaughter of the livestock.

Proposal

Any signed Proposal form and declaration and any information supplied by **You** or on **Your** behalf in addition to or in substitution for the Proposal form.

Conditions

1. No stock will be brought on to farm or premises other than as declared on the Proposal.
2. **We** will not pay any claim in respect of any outbreak of Aujeszkys Disease occurring within 28 days of the Inception of this Section.
3. No stock will be swill fed.
4. If at the time of slaughter the total value of livestock at the farm or premises is greater than the amount declared in the **Schedule** to this Section **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of that amount which would otherwise have been payable by **The Insurer**.
5. **You** will give immediate notice of slaughter at the farm or premises to Rural and produce evidence of the Compensation received and shall each month advise Rural of the action being taken to bring about restocking of the Farm. **You** shall forthwith give notice to Rural of any decision not to restock or of any circumstances which may delay restocking.
6. If at the time any claim arises under this Section there is any policy or insurance covering the same risk or part thereof **We** will not pay more than **Our** rateable proportion of such claim.
7. Without prejudice to **Your** rights in respect of any slaughter of which **The Insurer** has been notified, Rural may cancel this Section by sending seven days' notice to **You** at **Your** last known address. **You** will then become entitled to a proportionate return of premium.

Section 12 - Classical Swine Fever

Your Cover

In the event of compulsory slaughter of the Livestock following confirmation of infection by **Classical Swine Fever** during any **Period of Insurance We** will pay **You**:

- a) The difference between the amount of Compensation received from the Department for Environment Farming and Rural Affairs and the actual market value of the animals at the time of slaughter

plus:

- b) 20% of the Compensation received from DEFRA

Exclusions

We will not be liable in respect of any other form of Swine Fever including but not limited to African Swine Fever

Definitions that apply to this Section of the Policy

Compensation

The sum paid to **You** by the Department for Environment Farming and Rural Affairs in respect of the slaughter of the livestock under the relevant statutory instruments.

Proposal

Any signed Proposal form and declaration and any information supplied by **You** or on **Your** behalf in addition to or in substitution for the Proposal form.

Stock

Pigs on the farm or premises.

Conditions

1. No Stock will be brought on to farm or premises other than as declared on the Proposal.
2. **We** will not pay any claim for an outbreak of Classic Swine Fever occurring within 28 days of the inception date of this Section.
3. No Stock will be swill fed.
4. If at the time of slaughter the total value of the Stock at the farm or premises is greater than the amount declared in the **Schedule** to this Section **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of that amount which would otherwise have been payable by **The Insurer**.
5. **You** will give immediate notice of slaughter at the farm or premises to Rural Insurance Group and produce evidence of the Compensation received.
6. If at the time any claim arises under this Section there is any policy or insurance covering the same risk or part thereof **We** will not pay more than **Our** rateable proportion of such claim.
7. Without prejudice to **Your** rights in respect of any slaughter of which **The Insurer** has been notified, Rural may cancel this Section by sending seven days' notice to **You** at **Your** last known address. **You** will then become entitled to a proportionate return of premium.

Section 13 - Maedi Visna

Your Cover

If reaction to a Maedi Visna test results in loss of the Livestock insured, **We** will pay **You** the market value of the Livestock immediately prior to such occurrence.

Exclusions

We shall not be liable for any losses:

- a) Arising from tests of any Livestock in connection with shows, sales, or export.
- b) Occurring outside England, Wales or Scotland.
- c) Arising from causes other than a failure to pass a post-accreditation blood test conducted in accordance with provisions of the Scheme to enter the flock without restriction, at the Approved Premises.
- d) Occurring whilst the flock does not appear on the Register of Maedi Visna accredited flock, except when temporarily removed from the Register for a period not exceeding 18 months due to a reactor.
- e) If the administration of the Scheme is altered, unless **Our** written acceptance thereof has been obtained.

Definitions that apply to this Section of the Policy

Approved Premises

Those insured under this **Policy**.

Livestock

Any animal in the flock registered under the Scheme which is subject to official post-accreditation, periodic or check tests.

Scheme

Maedi Visna Accreditation Scheme together with any corresponding devolved scheme or register in Scotland or Wales and any successor schemes or registers.

Guaranteed Renewal

Unless **We** give notice to the contrary by Endorsement on this Section at the time of its issue or at any renewal, **We** will renew this section for a further **Period of Insurance** not exceeding twelve months provided that:

- a) Both periods are consecutive.
- b) Prior to the expiry of each **Period of Insurance** **You** advise **Us** of any reactors during that period.
- c) **You** have not intimated **Your** intention not to renew this Section or **Policy** and **You** agree to pay the appropriate premium.

Conditions

You shall produce evidence from the Department for Environment Farming and Rural Affairs and full particulars of the loss in respect of the Livestock required to be sent to slaughter under the provisions of the Scheme, together with details of any previous Maedi/Visna reactors in the flock. A professional valuation at **Your** expense shall be carried out before the slaughter of any animal for which the value exceeds £1000.

Rural Insurance Group

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