

Livestock Policy



RURAL
INSURANCE

Livestock Policy

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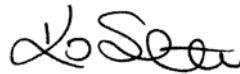
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Livestock Insurance Policy

Arranged by Rural Insurance Group Ltd

This is to certify that in accordance with the authorisation granted to Rural Insurance Group Limited 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 hereon. 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.



Karen Smith
Technical Director
Rural Insurance Group Limited

The Insurers

The **Policy** is underwritten on behalf of the following Insurers

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, SO53 3YA.
Registered Number 354568

Customer Information

Your Right 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 the day on which **You** receive **Your Policy** documentation.

If **You** 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 additional charge to cover the administrative cost of providing the **Policy**.

Details About The Regulator

Ageas Insurance Limited is Authorised and Regulated by the Financial Services Authority (FSA).

You can check the FSA Register by visiting www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

Ageas Insurance Limited is a member of the Association of British Insurers

Compensation Arrangements

Rural Insurance Group Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance **You** may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: www.fscs.org.uk or **You** may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN. Their telephone number is **0207 8927300**.

Claims Procedure

First of all please refer carefully to Condition 13. (3) on page 8 of this **Policy**

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 Agrical Limited **Our** appointed Chartered Loss Adjusters by:

Telephone 01937 838050
Fax 01937 838055
Email: york@agrival.com

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

Customer Information

Complaints Procedure

It is always **Our** intention to provide a first class standard of service.

If however **You** have a complaint about the service **You** have received from **Us** then please contact **Us** 01423 876000 or write to **Us** at the address shown below.

If **You** have a complaint about a claim, contact **Your** claims handler first. **You** will find the claim's handler's name, phone number or email address on any letters they have sent **You**.

If **You** have any cause for complaint about the way **Your Policy** was sold to **You**, then **You** should, in the first instance, contact the **Intermediary** who arranged the **Policy** for **You**.

If **Your** complaint is not be resolved to **Your** satisfaction, please write to -

The Managing Director
Rural Insurance Group Limited
The Lenz
Hornbeam Park
Harrogate
HG2 8RE

quoting the details of **Your Policy**, the name of the **Insured**, **Policy** Number and departmental references.

If **You** cannot settle **Your** complaint with Rural Insurance Group Limited **You** may write to the Chief Executive Officer of the **Insurer** who has underwritten this **Policy** and whose details are stated in the **Policy**. If **You** then cannot settle **Your** complaint with the **Insurers**, **You** may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after **We** have given **You** written confirmation that **You** have been through the Rural Insurance Group Limited's Complaints Procedure and that **Your** business has a Turnover of less than EUR 2 million and fewer than 10 employees.

You can contact the Ombudsman at:

Insurance Division,
Financial Ombudsman Service,
South Quay Plaza,
183, Marsh Wall
London, E1 4SR.
Phone 0845 080 1800 Fax 0207 964 1001

Disclosure

Your insurance is based upon the information provided to Rural Insurance Group Limited and **You** must ensure that all such information is complete and accurate, and that any facts that may influence the **Insurers'** decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate **Your** insurance cover and could mean that part, or all, of a claim may not be paid.

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.

Customer Information

Data Protection

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data **You** supply is Rural Insurance Group Ltd.

All personal information about **You** will be treated as private and confidential (even where **You** are no longer a customer) except where the disclosure is made at **Your** request, or with **Your** consent or where the law requires **Us**. As part of the Financial Service Authorities duties **We** may be asked to provide them with access to **Our** customer records in order that they may carry out a review of **Our** activities.

Some or all of the information **You** supply us with will be held on computer and may be passed to other insurance companies for underwriting and claim purposes. Under the Data Protection Act 1998 **You** have the right to see personal information about **You** that is held in **Our** records, whether electronically or manually.

If you have any queries please write to the Managing Director at the address shown in the "Complaints Procedure" above.

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

Rural Insurance Group Ltd is registered in England and Wales.

Its Registered Number is 2207611

Its Registered Office is:

Cast House, Old Mill Business Park,
Gibraltar Island Road, Leeds,
West Yorkshire, LS10 1RJ

Rural Insurance Group is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 308358

You can check the FSA Register by visiting www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

Rural Insurance Group is licensed by the Office of Fair Trading under the Consumer Credit Act 1974. Its licence number is 585539.

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.

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.

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 forms the basis of this contract between **You** and the **Insurers**.

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. Misrepresentation and Non-disclosure

This **Policy** shall be voidable in the event of misrepresentation, mis-description, concealment or non-disclosure of any material fact. A material fact is one which may affect whether the **Insurers** agree to accept this risk or apply certain conditions knowing of the existence of such material fact. This obligation continues to apply throughout the currency of the **Policy**.

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 voided in its entirety.

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 Insurance Group Ltd 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

You must pay due observance to the Terms, Provisions, Conditions, Endorsements, Exclusions and Warranties of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers and information supplied or in connection with the said proposal 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 Insurance Group Limited 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. Warranties

Every Warranty to which the property insured or item thereof is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole term of this **Policy**. If **You** do not comply with any such Warranty, whether it increases the risk or not, this shall be a bar to any claim in respect of such property or item.

2. - General Policy Conditions

9. 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.

10. Material Alteration

You must give the **Insurers** immediate notice in writing via **Your Intermediary** of any alteration, which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.

11. 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**.

12. 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.

13. Livestock Claims

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

- 1) Every animal must be in sound health and free from injury at the commencement of this insurance.
- 2) No animal will be removed permanently from the premises or used other than for the Purpose of Use without **Our** written consent.
- 3) **You** will:
 - a) at all times exercise every proper precaution and safeguard against accident, injury, illness or disease
 - b) comply with all requirements and directions given by **Us** or by a Veterinary Surgeon employed by **Us**.
 - c) give **Us** immediate notice of:-
 - (i) 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
 - (ii) 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 Insurance Group Ltd without delay.
 - d) 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**.

2. - General Policy Conditions

e) at **You** 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.

4) **The Insurers** will not in any circumstances be bound to accept notice of or be affected by any transfer of interest, charge, lien, assignment or 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**.

14. 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.

15. 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**.

16. Poultry

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

17. 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.

18. 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.

19. 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**.

2. - General Policy Conditions

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 amendment to **Your Policy** Terms and Conditions,
- c) require **You** to make alterations to the risk insured by a 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, 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 the **Policy** Cancellation Condition.

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.

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**

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 hereby declared and 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.

3. - General Policy Exclusions

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 hereby understood and 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 animal(s) failing to pass a serological test for Enzootic Bovine Leucosis.

6. Increased Values

In consideration of an additional premium having being paid it is hereby agreed that the Sum Insured as shown in this Section will be increased by a sum of £..... at the end of each complete calendar month from the date of the inception of the **Policy** until its expiry.

4. - Optional Policy Endorsements and/or Extensions **(only applicable if shown in the Schedule)**

7. Long Term Agreement

A discount of five per cent off the net premiums on this **Policy** is allowed in consideration of **You** having signed an undertaking with effect from..... to offer annually for three years the insurance under this **Policy** on the terms and conditions in force at the expiry of each **Period of Insurance** and to pay the premium annually in advance it being understood that;-

- a) The **Insurer** will be under no obligation to accept an offer made in accordance with the above-mentioned undertaking.
- b) The Sum Insured may be proportionately reduced at any time to correspond with any reduction in value.

The above-mentioned undertaking applies to any **Policy** or policies which may be issued by the **Insurer** in substitution for this **Policy** and the same discount of five per cent will be allowed off the net premiums for any substituted **Policy** or policies issued by the **Insurer**.

8. Theft

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

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.
 - 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 necessitated 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 animals life.
 - d) Any animal being used other than for the Purpose of Use including the hire 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 Insurance Group Ltd 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.

Section 3 - Prospective Calf Insurance

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 Insurance Group Ltd 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 Insurance Group Ltd (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 a 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

Section 4 - Fertility Guarantee

- 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 Insurance Group Ltd 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 Insurance Group Ltd 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 proposes to commence using the bull. Rural Insurance Group Ltd 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 Insurance Group Ltd 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 Insurance Group Ltd 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 Insurance Group Ltd 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 Insurance Group Ltd that they or either of them shall want to give), Rural Insurance Group Ltd 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 Insurance Group Ltd 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).

Section 4 - Fertility Guarantee

6. In the event of the vendor and the purchaser or either of them being dissatisfied with the decision of Rural Insurance Group Ltd or if Rural Insurance Group Ltd 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 Insurance Group Ltd 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 purchaser 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 vendors 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 Insurance Group Ltd's conditions of sale in relation to any particular bull shall be deemed to have been incorporated in these provisions.
 9. Save as herein contained there shall be no warranty as to fertility or other, the capability of a bull putting a cow or heifer in a state of pregnancy by natural service on any sale incorporating these provisions nor shall any purchaser be entitled to make a claim in respect of fertility or incapacity as aforesaid save (if at all) as is herein contained

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.

Subject otherwise to the Terms, Conditions, Exclusions and Warranties of the **Policy**.

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.

Section 8 - Brucellosis

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. 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**.
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 Insurance Group Ltd 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 Insurance Group Ltd and produce evidence of the Compensation received.
6. If at the time any claim arises under this Section there is any other 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 Insurance Group Ltd 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 - Aujeszky's Disease

Your Cover

In the event of compulsory slaughter of the Livestock following confirmation of infection by Aujeszky's 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 Aujeszky's 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 the farm or premises other than as declared on the Proposal.
2. **We** will not pay any claim in respect of any outbreak of Aujeszky's 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 Insurance Group Ltd and produce evidence of the Compensation received and shall each month advise Rural Insurance Group Ltd of the action being taken to bring about restocking of the Farm. **You** shall forthwith give notice to Rural Insurance Group Ltd of any decision not to restock or of any circumstances which may delay restocking.
6. If at the time any claim arises under the Section there is any other 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 Insurance Group Ltd may cancel this section by sending seven days notice to **Your** last known address. **You** will then become entitled to a proportionate return of premium.

Section 12 - European Swine Fever

Your Cover

In the event of compulsory slaughter of the Stock following confirmation of infection by European 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

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 the farm or premises other than as declared on the Proposal.
2. **We** will not pay any claim for an outbreak of European 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 the 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 Ltd and produce evidence of the Compensation received.
6. If at the time any claim arises under the Section there is any other 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 Insurance Group Ltd 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 Visni

Your Cover

If reaction to a Maedi Visni 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 Visni 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 Visni 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 the 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/Visni 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.

Section 14 - Excess of Loss

Your Cover

In the event of the death of an insured animal within a specified category:

- a) During any **Period of Insurance** or
- b) Within thirty days thereafter in the case of **Policy** renewable annually

from accident or injury sustained or illness or disease contracted (including losses arising out of Johne's Disease or Dishorning) during any **Period of Insurance** **We** will pay to **You** the amount by which the aggregate value of such animals exceeds the **Excess**. For the purpose of calculating the amount payable the aggregate value will be the total of the market value of such animals immediately prior to the occurrence resulting in their deaths but not exceeding:

- a) The Limit per Animal 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

Special Conditions

1. **You** will maintain a register in which will be entered the following particulars of all animals insured under this section:

Purpose of Use
Number of Animals
Total Value
2. In the event of the death of any animal **You** will provide such information and documentation as is required by General Condition 13.3 whether or not the amount of the **Excess** has been exceeded.
3. **You** will maintain a register of all deaths in which will be entered the following particulars

Identification of the animal
Purpose of Use
Cause and date of death
Amount of salvage obtained
4. The Sum Insured will be reduced by the amount of any payment which **The Insurer** makes to **You** but may be reinstated with **The Insurer's** consent on payment of an additional premium.

Exclusions

We will not be liable in respect of

1. Death resulting from:
 - a) slaughter without **Our** the consent 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.

Section 14 - Excess of Loss

- 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 Animals life.
 - d) Any animal being used other than for the Purpose of Use including the hire of any animal to another party.
 - e) Inoculation which is not of a prophylactic nature or necessitated by accident injury illness or disease.
2. Consequential loss of any kind.

Authorised and regulated by the Financial Services Authority

**Rural Insurance Group Ltd
The Lenz
Hornbeam Park
Harrogate HG2 8RE**

W www.ruralinsurance.co.uk