

LIVESTOCK INSURANCE POLICY
UNDERWRITTEN AT LLOYD'S

In return for payment of the premium shown in the Schedule, **we** agree to insure **you**, subject to the terms, conditions and duties contained in or endorsed on this Certificate, against loss or damage **you** sustain during the period shown in the Schedule.

When drawing up this Certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the Schedule.

The insurance relates **ONLY** to those sections of the Certificate which are shown in the Schedule as being included.

The written authority (which number is shown in the Schedule) carrying the seal of Lloyd's Policy Signing Office allows B.I.B. Underwriters to sign and issue this Certificate on behalf of Lloyd's Underwriters whose syndicate numbers are given in the authority.

BIB Underwriters Ltd is authorised and regulated by the Financial Conduct Authority, firm reference number: 309398

SIGNED

A handwritten signature in black ink, appearing to read 'S. P. [unclear]', with a long horizontal flourish extending to the right.

For and on behalf of

B.I.B. Underwriters Limited

INTRODUCTION

This Certificate of insurance, Schedule and any endorsement applying to **your** Certificate form **your** Lloyd's Livestock Insurance Document.

This Document sets out the conditions of insurance between **you** and **us**. **You** should keep it in a safe place

PLEASE READ THE WHOLE DOCUMENT CAREFULLY

It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included
- **you** understand what each section covers and does not cover
- **you** understand **your** own duties under each section and under the insurance as a whole

Please contact **your** broker immediately if this document is not correct or if **you** have any questions relating to this insurance.

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word "his" "him" or "he" means: his, him, he, her, hers, she, their, them or they, as applicable.

GLOSSARY – SECTIONS 1 to 12

As used herein:

1. MARKET VALUE means the lesser of:

the limit per ANIMAL in respect of that type of ANIMAL as stated in the Schedule; and

Breeding stock, the average published local market value, over 30 days immediately prior to the relevant death of the ANIMALS, for animals of a similar type or

Meat ANIMALS, the average published local market value, over 30 days immediately prior to the relevant death of finished ANIMALS of the same type that have recently completed a similar growing program. For unfinished ANIMALS, market value will be reduced in relation to live weight gained.

For all other ANIMALS, the fair price at which ownership of the ANIMAL would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HUMANE DESTRUCTION means:

that the ANIMAL incurs an injury or is afflicted with an excessively painful disease, and a VETERINARY SURGEON appointed by the Underwriters shall first have given a certificate that the suffering of the ANIMAL is incurable and so excessive that immediate destruction is imperative for humane reasons; or

that the ANIMAL incurs an injury and a VETERINARY SURGEON appointed by the INSURED shall first have given a certificate that the suffering of the ANIMAL is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARY SURGEON by the Underwriters.

3. INSURED means:

The person(s), partnership, corporation or organisation specified in the Schedule.

4. VETERINARY SURGEON and/or VETERINARIAN means:

A veterinary surgeon with a currently valid licence, issued by the appropriate governing agency, allowing him to practise veterinary medicine.

5. POST-MORTEM means:

A post-mortem, which shall include a necropsy examination, made by a VETERINARY SURGEON including, but not limited to establishing the identity, the cause of death or the reason for the HUMANE DESTRUCTION of the ANIMAL.

6. ANIMAL means:

Any ANIMAL or ANIMALS specified in the Schedule, which shall include any whole or part interest therein, to the extent of such interest.

7. MEDICATION means:

Any drug, hormone, vitamin, protein or other substance for use on the ANIMAL under the direction of a VETERINARY SURGEON, other than unadulterated food or drink.

8. DEFRA means:

Department for Environment, Food and Rural Affairs or equivalent Government authority.

INSURED'S AGREEMENT – SECTIONS 1 to 12

The INSURED agrees:

- a) to adhere to all of the terms and conditions of this Insurance;
- b) (i) that a breach of any such term or condition expressed to be a condition precedent to liability shall release the Underwriters from liability; and
(ii) that a breach of any term or condition not expressed to be a condition precedent to any liability may render the claim to which that breach relates null and void.

A breach of b) above is deemed to have occurred whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL.

SECTION 1a – MORTALITY

The Underwriters agree that, subject to the following terms, conditions and exclusions, in the event of the death of the ANIMAL caused by any accident, injury, illness or disease, the Underwriters will indemnify the INSURED in respect of the MARKET VALUE of the ANIMAL provided that such accident, injury, illness or disease first manifests itself during the period of insurance and death occurs:

- a) during the period of this Insurance; or
- b) for annual policies only, within thirty (30) days after expiry of such period of insurance provided that the INSURED has notified Underwriters in writing during the period of insurance of such accident, injury, illness or disease; or
- c) including HUMANE DESTRUCTION of the ANIMAL in accordance with a certificate of a VETERINARY SURGEON.

Not exceeding the total limits of indemnity for the ANIMAL.

SECTION 1b – THEFT

The Underwriters agree that, subject to the following terms, conditions and exclusions, in the event of theft of the ANIMALS, death directly resulting from theft of the ANIMALS or death or permanent loss of possession of the ANIMALS directly resulting from unlawful removal of the ANIMALS, the Underwriters will indemnify the INSURED in respect of the MARKET VALUE of the ANIMALS providing that such event occurs during the period of insurance:

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

1. It is a condition precedent to any liability of the Underwriters that there have been no thefts or attempted thefts of any of The INSURED'S ANIMALS, and no threats against the INSURED or any of their animals during the twelve months prior to the inception date of coverage.
2. It is a condition precedent to any liability of the Underwriters that ANIMALS must be located at the insured location as stated on the policy.
3. No liability arises under this endorsement for loss of the ANIMAL by theft or unlawful removal until 90 days after the incident is reported to Underwriters and then only in the event that the ANIMAL has not been recovered during that period.
4. It is a condition precedent to any liability of the Underwriters hereunder that the INSURED will immediately report any theft or disappearance to the Underwriters and the local Police and follow strictly their recommendations, except that in no case shall the INSURED pay or promise to pay a ransom, or give similar assurances of any such nature to any third party.
Should the INSURED pay or promise to pay a ransom or give similar assurances of any such nature to any third party no cover in respect of the ANIMALS concerned will be given from midnight, local standard time, preceding the day on which such payment, promises to pay or similar assurances have been given.

5. In the event of a loss under this endorsement, Underwriters will not pay more than the MARKET VALUE of the ANIMAL at the time of the loss, not exceeding the sum insured in respect of such ANIMAL.
6. In the event of any payment under this endorsement, Underwriters reserve the right to take title and possession of the ANIMAL if subsequently recovered.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses directly or indirectly resulting from mysterious disappearance; escape; or voluntary parting of possession or title to the animal(s) as a result of the Assured (or others to whom the animals have been entrusted) being induced by a fraudulent scheme, trickery, or similar false pretences;
2. consequential loss.

SECTION 2 – ANTHRAX

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following an Anthrax disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 100% of the sum insured per ANIMAL; or
- b. 100% of the MARKET VALUE per ANIMAL;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Anthrax accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

SECTION 3 - AUJESZKY'S DISEASE

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following an Aujeszky's disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 25% of the sum insured per ANIMAL; or
- b. 25% of the limit of compensation per ANIMAL agreed payable by the DEFRA;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the farm are from Aujeszky's disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses directly or indirectly resulting from ANIMALS that have been purchased in the open market or that have been fed swill or waste food before or after their introduction to the insured farm.
2. Any losses from ANIMALS that have been sent for shows, sales and or export.

SECTION 4 - ENZOOTIC BOVINE LEUCOSIS

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following an Enzootic Bovine Leucosis disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 100% of the sum insured per ANIMAL; or
- b. 100% of the MARKET VALUE per ANIMAL

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Enzootic Bovine Leucosis disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses directly or indirectly resulting from ANIMALS that have been purchased in the open market or that have been fed swill or waste food before or after their introduction to the insured farm.
2. Any losses from ANIMALS that have been sent for shows, sales and or export.
3. Any losses occurring whilst the herd does not appear on the Register of Enzootic Bovine Leucosis accredited free herds.

SECTION 5 - MAEDI VISNA

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following a Maedi Visna disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 100% of the sum insured per ANIMAL; or
- b. 100% of the MARKET VALUE per ANIMAL

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Maedi Visna disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses from ANIMALS that have been sent for shows, sales and or export.
2. Any losses occurring whilst the herd does not appear on the Register of Maedi Visna accredited free herds.

SECTION 6 - CLASSICAL SWINE FEVER

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following a Classical Swine Fever disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 25% of the sum insured per ANIMAL; or
- b. 25% of the limit of compensation per ANIMAL agreed payable by the DEFRA;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Classical Swine Fever accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses directly or indirectly resulting from ANIMALS that have been purchased in the open market or that have been fed swill or waste food before or after their introduction to the insured farm.
2. Any losses from ANIMALS that have been sent for shows, sales and or export.

SECTION 7 - SWINE VESICULAR DISEASE

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following a Swine Vesicular Disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 25% of the sum insured per ANIMAL; or
- b. 25% of the limit of compensation per ANIMAL agreed payable by the DEFRA;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Swine Vesicular Disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses directly or indirectly resulting from ANIMALS that have been purchased in the open market or that have been fed swill or waste food before or after their introduction to the insured farm.
2. Any losses from ANIMALS that have been sent for shows, sales and or export.

SECTION 8 - BOVINE TUBERCULOSIS

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following the failure of an ANIMAL to pass either a routine herd tuberculin test or a statutory pre-movement tuberculin test or post movement tuberculin test as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 25% of the sum insured per ANIMAL; or
- b. 25% of the limit of compensation per ANIMAL agreed payable by the DEFRA;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Tuberculosis disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.
3. The premises are accredited free of Tuberculosis and have not had any Tuberculosis positive reactors in the past two years, unless otherwise agreed by the Underwriters.
4. Where a post-movement test is required, the subject cattle are to be isolated and/or quarantined from original farm stock until receipt of a clear tuberculin test.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Death or slaughter of any ANIMAL not subject to regular Tuberculosis tests, as directed by DEFRA.
2. Any losses following a failure to isolate or quarantine ANIMALS from the original farm stock until receipt of a clear tuberculin test where there was a requirement for ANIMALS to undergo a post-movement test, unless the INSURED can prove the cause of the disease outbreak was from another cause.
3. Any ANIMAL vaccinated for Tuberculosis.
4. Any losses following a failure to isolate or quarantine ANIMALS from the original farm stock until receipt of a clear tuberculin test where there was a requirement for ANIMALS to undergo a post-movement test, unless the INSURED can prove the cause of the disease outbreak was from another cause.

SECTION 9 - FOOT AND MOUTH

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following a Foot and Mouth disease outbreak occurring, as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. 25% of the sum insured per ANIMAL; or

b. 25% of the limit of compensation per ANIMAL agreed payable by the DEFRA;
Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Foot and Mouth disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses from ANIMALS vaccinated for Foot and Mouth disease.

SECTION 10 – BRUCELLOSIS

The Underwriters agree that, subject to the terms, conditions and exclusions of this section and the Policy to which it attaches, in the event of the death of the ANIMAL caused as a direct result of;

Intentional slaughter by order of the DEFRA following failure of an ANIMAL to pass a Post-Accreditation blood test for Brucellosis as confirmed by DEFRA, at the INSURED farm and during the period of this Insurance.

The Underwriters will indemnify the INSURED the lesser of;

- a. The difference between DEFRA's compensation for the ANIMALS and 125% of the MARKET VALUE of the ANIMALS; or
- b. The sum insured of the ANIMALS;

Not exceeding the total limits of indemnity for the ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Animal movements into the INSURED's farm are from Brucellosis disease accredited free farms.
2. ANIMALS must be located at the insured location as stated on the policy.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses from ANIMALS vaccinated for Brucellosis disease.

SECTION 11 – BULL INFERTILITY EXTENSION

The Underwriters agree that, subject to the following terms, conditions and exclusions, this policy is extended in the event that the ANIMAL is certified by VETERINARY SURGEONS appointed by both the INSURED and underwriters as being totally and permanently infertile, impotent or otherwise incapable of serving cows, by natural service and artificial insemination, as a result of an accident, sickness or disease first occurring or manifesting itself during the policy period. This extension will indemnify the INSURED, no more than the total limits of indemnity for the ANIMAL the lesser of;

- a. 100% of the MARKET VALUE of the ANIMAL; or
- b. 100% of the sum insured of the ANIMAL stated in the schedule;

Less 75% of the value of any stored semen pertaining to the ANIMAL.

In the event any disagreement exists between the appointed veterinary surgeons as to whether the insured ANIMAL is totally and permanently infertile, impotent or otherwise incapable of serving cows, by natural and artificial means, or as to whether such incapacity is directly as a result of an accident, sickness or disease occurring or manifesting itself during the policy period, the appointed veterinary surgeons shall appoint an arbitrator, being himself a qualified veterinary surgeon, whose decision in the matter shall be final and binding on both parties. Costs of arbitration shall be shared equally between the parties.

In the event that a claim becomes payable under this extension, underwriters shall become entitled, on payment of the claim, to take possession of the insured interest in the insured bull as represented by this policy and the Insured hereby agrees to effect such unencumbered transfer as a precondition of payment of a claim.

Indemnity will only be met for claim(s) during the policy period.

If a claim is made and settled under this extension, there shall be no indemnity payable under this policy in the event of the death of the insured ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Any incident likely to result in a claim to this extension is reported to Underwriters immediately upon recognition of any abnormality.
2. The ANIMAL is certified to be fertile, serving satisfactorily and free from any visible defect capable of affecting fertility at inception of this policy. For the avoidance of doubt the ANIMAL must have proven use as a breeding animal prior to inception.
3. The INSURED shall, at their own expense, provide any form of information as may reasonably be required by Underwriters.
4. Following the notification of a possible claim the ANIMAL must be given at least three months to attempt a recovery unless underwriters agree to accept the claim before the end of such period.
5. Following notification of a possible claim you must declare all semen straws pertaining to the ANIMAL and their value per straw.
6. Following the acceptance of a claim by underwriters. The INSURED must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained or which could have been obtained will reduce underwriter's liability by that amount.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any incapacity due to reproductive disorders or abnormalities involving the reproductive system including: Scrotum, Testis, Epididymis, Penis, Ampulla, Vesicular Gland and Prostate, unless caused by an accident or injury occurring during the policy period and verified by a VETERINARY SURGEON.
2. All claims recoverable under any Guarantee of Fertility.
3. For any loss arising from the death of the ANIMAL, however caused.
4. Any loss or incapacity directly or indirectly due to frostbite or freezing.
5. Infection or venereal or semi-venereal character in or from cows.
6. Hereditary or congenital conditions such as but not limited to; testicular hypoplasia, penile deviations, persistent penile frenulum, short retractor penis muscle, testicular degeneration.
7. Faulty or substandard semen or semen production.

SECTION 12 – RAM INFERTILITY EXTENSION

The Underwriters agree that, subject to the following terms, conditions and exclusions, this policy is extended in the event that the ANIMAL is certified by VETERINARY SURGEONS appointed by both the INSURED and underwriters as being totally and permanently infertile, impotent or otherwise incapable of serving ewes, by natural service and artificial insemination, as a result of an accident, sickness or disease first occurring or manifesting itself during the policy period. This extension will indemnify the INSURED, no more than the total limits of indemnity for the ANIMAL the lesser of;

- a. 100% of the MARKET VALUE of the ANIMAL; or
- c. 100% of the sum insured of the ANIMAL stated in the schedule;

Less 75% of the value of any stored semen pertaining to the ANIMAL.

In the event any disagreement exists between the appointed veterinary surgeons as to whether the insured ANIMAL is totally and permanently infertile, impotent or otherwise incapable of serving cows, by natural and artificial means, or as to whether such incapacity is directly as a result of an accident, sickness or disease occurring or manifesting itself during the policy period, the appointed veterinary surgeons shall appoint an arbitrator, being himself a qualified veterinary surgeon, whose decision in the matter shall be final and binding on both parties. Costs of arbitration shall be shared equally between the parties.

In the event that a claim becomes payable under this extension, underwriters shall become entitled, on payment of the claim, to take possession of the insured interest in the insured bull as represented by this policy and the Insured hereby agrees to effect such unencumbered transfer as a precondition of payment of a claim.

Indemnity will only be met for claim(s) during the policy period.

If a claim is made and settled under this extension, there shall be no indemnity payable under this policy in the event of the death of the insured ANIMAL.

ADDITIONAL POLICY CONDITIONS:

It is a condition precedent to any liability of the Underwriters that;

1. Any incident likely to result in a claim to this extension is reported to Underwriters immediately upon recognition of any abnormality.
2. The ANIMAL is certified to be fertile, serving satisfactorily and free from any visible defect capable of affecting fertility at inception of this policy. For the avoidance of doubt the ANIMAL must have proven use as a breeding animal prior to inception.
3. The INSURED shall, at their own expense, provide any form of information as may reasonably be required by Underwriters.
4. Following the notification of a possible claim the ANIMAL must be given at least three months to attempt a recovery unless underwriters agree to accept the claim before the end of such period.
5. Following notification of a possible claim you must declare all semen straws pertaining to the ANIMAL and their value per straw.
6. Following the acceptance of a claim by underwriters. The INSURED must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained or which could have been obtained will reduce underwriter's liability by that amount.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any incapacity due to reproductive disorders or abnormalities involving the reproductive system including: Scrotum, Testis, Epididymis, Penis, Ampulla, Vesicular Gland and Prostate, unless caused by an accident or injury occurring during the policy period and verified by a VETERINARY SURGEON.
2. All claims recoverable under any Guarantee of Fertility.
3. For any loss arising from the death of the ANIMAL, however caused.
4. Any loss or incapacity directly or indirectly due to frostbite or freezing.
5. Infection or venereal or semi-venereal character in or from ewes.
6. Hereditary or congenital conditions such as but not limited to; testicular hypoplasia, penile deviations, persistent penile frenulum, short retractor penis muscle, testicular degeneration.
7. Faulty or substandard semen or semen production.

GENERAL EXCLUSIONS – SECTION 1 to 12

1. This Insurance does not cover intentional slaughter, whether by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter or otherwise; except that Underwriters will not invoke this particular exclusion as a defence where the Underwriters shall have expressly agreed to the HUMANE DESTRUCTION of the ANIMAL.
2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by,

happening through, in consequence of or contributed to by one or more of the following:

- a) any surgical operation unless conducted by a VETERINARY SURGEON and certified by him to have been necessitated solely by accident, injury illness or disease occurring during the period of this Insurance and to have been carried out in an emergency to save the ANIMAL's life, or
 - b) the giving of any MEDICATION unless in accordance with the manufacturers' recommendations and approved by the local authorities and certified by the VETERINARY SURGEON to have been of a prophylactic nature or necessitated by accident, disease or illness;
 - c) malicious or wilful injury or criminal or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, VETERINARY SURGEONS, bailees or other persons who have care, custody or control of the ANIMAL; or
 - d) failure by the INSURED his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL to provide proper care and attention for the ANIMAL at all times.
3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
- a) nuclear reaction, nuclear radiation or radioactive contamination; or
 - b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
 - c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

In any claim, and in any action, suit or proceeding to enforce a claim, for death or HUMANE DESTRUCTION under this Insurance the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3 (a), (b) or (c) shall be upon the INSURED.

4. This Insurance does not cover death or slaughter of any ANIMAL for any peril not included herein.

GENERAL CONDITIONS – SECTIONS 1 to 12

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance or at the attachment of animals to cover the ANIMALS are with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This condition precedent shall also apply in respect of:

- a) any additional sums insured on the ANIMAL already insured; and/or
- b) any ANIMAL added to this Insurance; and/or
- c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. The INSURED shall immediately advise the Underwriters of any alteration or circumstance of which they become aware which materially affects the risks insured under this Insurance and until the Underwriters are advised of such alteration or circumstance, the Underwriters shall not be liable in respect of any claim or claims due wholly or partially or in any way related to such alteration of circumstance including but not limited to the following:
- a) In the event of an ANIMAL being castrated or spayed this Insurance shall cease to cover such ANIMAL at midnight, local time, immediately prior to the day of such procedure.

- b) In the event that at any time during the period of this Insurance the ANIMAL is entered but not sold in a public or private auction and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid in such public auction for the INSURED's interest in the ANIMAL as specified in the Schedule, then the Underwriters' limit of liability specified in the Schedule shall automatically be reduced upon the conclusion of the sale or auction to the highest amount bid in such public or private auction for the INSURED's interest in the ANIMAL as specified in the Schedule. In such event, the INSURED shall within seven (7) days thereafter inform the Underwriters in writing.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which the Underwriters' limit of liability shall have been reduced, calculated on a pro rata basis from the date of such reduction.

3. It is a condition precedent to any liability of the Underwriters hereunder that at the commencement of this Insurance (or any increase, extension or addition to coverage), the INSURED is the sole owner of each ANIMAL, or has a financial interest in the ANIMAL hereby insured. This Insurance shall cease to cover an ANIMAL immediately the INSURED sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
4. It is a condition precedent to any liability of the Underwriters hereunder that the INSURED shall at all times provide proper care and attention for each ANIMAL hereby insured.
5. It is a condition precedent to any liability of the Underwriters hereunder that the ANIMAL shall:
- a) remain within the geographical limits stated in the Schedule during the whole period of this Insurance, and
 - b) not have been used at any time during the period of this Insurance for a purpose which is not specified in the Schedule in respect of such ANIMAL,

and any breach of either of these conditions shall render the INSURED's claim null and void and release Underwriters from all liability in connection therewith.

6. If at the time of death or HUMANE DESTRUCTION of an ANIMAL the INSURED has any other insurance in force in respect of the ANIMAL, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the ANIMAL, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the Underwriters have agreed to endorse any other insurance to this Insurance, then the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such ANIMAL, for their proportion of the MARKET VALUE in the same ratio as the Underwriters' limit of liability on this Insurance bears to the total amount of all insurance coverage on the ANIMAL for death or HUMANE DESTRUCTION, whether valid or collectable or not.
7. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardise or extinguish the rights against a third party or parties to which the Underwriters are subrogated, and shall take all necessary steps to preserve such rights.

The Underwriters shall be entitled to all recoveries from third parties until the amount of the Underwriters' payment under this Insurance has been satisfied in full plus any entitlement to interest from the date of payment of a claim before any monies are paid to the INSURED for his uninsured loss, if any.

Any sums or property received by the INSURED that are due to the Underwriters under their rights of subrogation shall be held on trust for the Underwriters and shall, immediately be paid and/or delivered to the Underwriters following receipt.

8. This Insurance is null and void from inception and the Underwriters are released from all liability hereunder if the INSURED or anyone acting on behalf of the INSURED has:

- a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or
- b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

9. This Insurance does not cover any loss where the Insured failed to comply with all quarantine or other requirements of DEFRA.

10. Cancellation

- a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

1 month: 20% of annual rate	6 months: 70% of annual rate
2 months: 30% of annual rate	7 months: 75% of annual rate
3 months: 40% of annual rate	8 months: 80% of annual rate
4 months: 50% of annual rate	9 months: 85% of annual rate
5 months: 60% of annual rate	over 9 months: 100% of annual rate

Plus any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgical operations, transit and infertility.

- b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation. Plus any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgery, transit and infertility.
 - c) If a loss is paid on any ANIMAL, whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the ANIMAL.
11. The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the law of England and subject to the exclusive jurisdiction of the courts of England and Wales.
12. The sum insured of this policy is subject to Average, such that if the total value of the ANIMALS covered shall at the commencement of the loss or the damage be of greater value than the declared value of the interest covered, then the sum insured under this Policy shall be reduced by the same percentage that the declared value bears to the value of the interest at the time of loss, and the INSURED shall be considered as being his own Insured for the difference and shall bear the rateable share of the loss accordingly.
13. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve (12) months from the date of the loss of the ANIMAL.
14. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.
15. It is a condition precedent to any liability of the Underwriters that all animals on the farm and or location must be insured.
16. No payment shall be made for the same ANIMAL under more than one Section of this insurance.

CONDITIONS IN THE EVENT OF A LOSS. SECTIONS 1 to 12.

1. It is a condition precedent to any liability of the Underwriters that the INSURED shall give notice immediately in respect of any occurrence likely to give rise to a claim under this insurance to:

**B.I.B. UNDERWRITERS LIMITED
2ND FLOOR, PIONEER HOUSE
PIONEER COURT
MORTON PALMS
DARLINGTON
DL1 4WD**

Tel: 0344 346 0251

Fax: 0344 346 0252

It is a condition precedent to any liability of the Underwriters hereunder that:

- a) the INSURED shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish a loss of or damage to the ANIMAL herein insured at their own expense, and
- b) in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to an insured ANIMAL the INSURED shall immediately at his own expense employ a VETERINARY SURGEON and, if required by the Underwriters, allow removal of the ANIMAL for treatment, and
- c) in the event of the death or HUMANE DESTRUCTION of an insured ANIMAL the INSURED shall immediately at his own expense arrange for a POST-MORTEM, and

in either event, a) or b), the INSURED shall immediately give notice to the person or persons specified for the purpose in the Schedule, who will instruct a VETERINARY SURGEON on the Underwriters' behalf if deemed necessary.

- d) the Underwriters have the right to have a POST-MORTEM carried out by their VETERINARY SURGEON at their own expense.
 - e) After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the ANIMAL at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.
3. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed Claim Form and Release within sixty (60) days after the death or HUMANE DESTRUCTION of the ANIMAL.
 4. The INSURED shall at all times co-operate with the Underwriters and their representatives in the investigation and adjustment of any actual or potential claim by:
 - a) providing immediately upon request by the Underwriters or their representatives access to any person(s), copies and originals of all veterinary records whether held by the INSURED, or by VETERINARY SURGEONS or other third parties; and
 - b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the ANIMAL submitting to examinations under oath, if required by the Underwriters or their representatives;
 - c) taking all reasonable precautions at their own expense to prevent further losses;
 - d) providing particulars and details of the ANIMALS affected and their MARKET VALUE including all information relating to the condition, history, performance, value or otherwise of the ANIMAL together with details of the potential loss suffered and furnishing all salvage receipts, explanations and other evidence required by the Underwriters or their representatives; and

- e) otherwise taking all reasonable precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until the Underwriters or their representatives have had an opportunity of inspection.
- 5. It is a condition precedent to any liability of the Underwriters that the INSURED in the event of any suspected disease outbreak covered in Sections 2,3,4,5,6,7,8,9 or 10 hereunder shall immediately at his own expense employ a veterinary surgeon and inform DEFRA.
- 6. It is a condition precedent to any liability of the Underwriters that in the event of theft/disappearance of any ANIMAL under Section 1 you, must immediately report such loss to the police. Underwriters will in no circumstances be bound by any payment or promise of payment by you in respect of any ransom or similar demand. In the event of any payment in respect of loss by theft or mysterious disappearance we reserve the right to take title and possession of such animal if subsequently recovered.

If there is any lack of such co-operation causing prejudice to the Underwriters, any claim by the INSURED will be diminished or extinguished to the extent of that prejudice.

Date Recognition Exclusion

This insurance excludes damage or consequential loss or costs and expenses relating thereto directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

- a) to correctly recognise any date as its true calendar date
- b) to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

This insurance also excludes damage or consequential loss or bodily injury or costs and expenses relating thereto directly or indirectly caused by or arising from any changes to or modification involving the date change to the year 2000, or any date change including leap year calculations.

Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, 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 endorsement 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 endorsement also excludes loss, damage, 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 Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the INSURED.

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

Institute Cyber Attack Exclusion Clause

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel of from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 1.5 Any chemical, biological, bio-chemical or electromagnetic weapon.

E.U. Disclosure Clause (UK)

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

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Complaints Department
Lloyd's,
One Lime Street
LONDON EC3M 7HA
Telephone: 020-7327-5693

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Data Protection Act

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

INSURANCE PREMIUM TAX

Where appropriate the Government Insurance Premium tax has been charged on all Sections of this Certificate and the premium shown in the Schedule is inclusive of such amount.