



LIVESTOCK INSURANCE POLICY
UNDERWRITTEN AT LLOYD'S

The Insurance Contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this contract of insurance, for the death of an insured **animal** caused by any accident, injury, illness or disease happening during the **period of insurance**.

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Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Animal	means any animal or animals specified in the schedule , which includes any whole or part financial interest, to the extent of that interest.
DEFRA	Department for Environment Food and Rural Affairs or equivalent Government Authority
Endorsement	a change in the terms and conditions of this insurance agreed by you and us . Endorsements which apply to your insurance (if any) will be shown in the Schedule and detailed at the end of this document.
Humane destruction	<p>means that the animal incurs an injury or is afflicted with an excessively painful disease, and a veterinary surgeon appointed by us 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</p> <p>that the animal incurs an injury and a veterinary surgeon appointed by you 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 us.</p>
Market value	<p>means the lesser of:</p> <p>the sum insured per animal in respect of that type of animal as stated in the schedule; and</p> <p>for breeding stock:</p> <p>the average published local market value, over a period of thirty (30) days immediately prior to the relevant death of the animals, for animals of a similar type; or</p> <p>for meat animals:</p> <p>the average published local market value, over a period of thirty (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.</p> <p>for all other animals, the 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 the animal.</p>
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.
Period of insurance	means the time for which this insurance is in place as shown in the schedule .

Post-mortem	means the examination of the animal after its death, which shall include a necropsy examination, made by a veterinary surgeon including, for example, establishing the identity, the cause of death or the reason for the humane destruction of the animal
Schedule	the document showing your name, the sums insured, and the period of insurance .
Veterinary surgeon	means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine.
We/us/our	means the underwriters at Lloyd's who have a share in this insurance.
You/your/insured	the partnership, corporation, organisation or person(s) specified in the schedule including their family, representatives, agents, employees, bailees or other persons having care, custody or control of the animal .
Your broker	the insurance broker or intermediary who arranged this insurance on your behalf.

Important Information

This document, the **schedule** and any related **endorsement** form **your** insurance.

This insurance documentation sets out the conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- Check that the information contained in the **schedule** is accurate. See "Information you have given us" section on page 4.
- Comply with all **your** duties under the insurance, including the important conditions below, and the things **you** must do in the event of a claim on page 7.

Failure to comply with the above could adversely affect **your** insurance and any claim **you** make

Important conditions

1. At the commencement of this insurance, with the exception only of those matters relating to the **animals** which have been completely and accurately disclosed to and accepted in writing by **us**, the **animals** must be in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This shall also apply in respect of any changes to the insurance, for example:

- a) any additional sums insured on the **animals**; and/or
- b) any **animal** added to this insurance; and/or
- c) any other extension of or addition to coverage.

In the event of any change in the cover, this condition must also be satisfied as of the date of such change.

2. **You** must at all times provide proper care and attention for each insured **animal** and do all things reasonably practicable to avoid or minimise any loss covered under this insurance.
3. comply with all legal requirements and regulations imposed by any authority, including any relevant animal welfare codes issued by DEFRA.
4. take reasonable care in the selection and supervision of any person who has care, custody and/or control of any Animal.
5. In the event of any illness, disease, lameness, injury, accident or physical disability suffered by an **animal**, **you** must as soon as practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **animal** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary
6. **You** must be the sole owner of each **animal**, or have a financial interest in each **animal**. This insurance shall cease to cover any **animal** immediately when **you** sell it or part with **your** financial interest in it, whether temporarily or permanently.
7. The **animal** must:
 - a) remain within the Geographical Limits stated in the **schedule** during the whole **period of insurance**; and
 - b) not have been used at any time during the **period of insurance** for a use which is not specified in the **schedule** in respect of the **animal**.
8. 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 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 **you** shall be considered as being his own Insured for the difference and shall bear the rateable share of the loss accordingly
9. All animals on the farm and or location must be insured unless disclosed and accepted by underwriters.

10. **You** 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** insured at **your** own expense.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or

Notifying us of any changes

You must notify **your broker** as soon as practicable if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

You must also notify **your broker** in the event of an **animal** being castrated or spayed, prior to the day of such procedure.

All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional premium or **us** amending the terms of **your** insurance. If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Changes in market value

You should review the **sum insured** as shown in the **schedule** on a regular basis to ensure it accurately reflects the **market value** of the **animal**.

You must notify **your broker** as soon as practicable of any change in the **market value** of the **animal**. This includes, but is not limited to, changes in **market value** as a result of public auctions.

If at any time during the **period of insurance** the **animal** is entered but not sold in a public or private auction and the sum insured per **animal** exceeds the highest amount bid in the auction for **your** financial interest in the **animal**, then the sum insured specified in the **schedule** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **animal**.

In the event that the sum insured specified in the **schedule** is reduced under this condition, **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **schedule**.

Cancelling this insurance

You can cancel this insurance at any time by writing to **your broker**.

We can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium.
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover.
- Non-cooperation or failure to supply any information or documentation **we** request.
- Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

Whichever is the later.

If this insurance is cancelled by **you** or **us**, **you** will be entitled to a refund of the premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the cost of providing the insurance.

Any additional premium due to **us** during the **period of insurance** for additional risks will be retained by **us** in full, which includes but is not limited to surgical operations, transit and infertility.

If a claim is paid on any **animal**, whether by settlement, compromise or otherwise, no return of premium will be allowed.

No payment shall be made for the same **animal** under more than one Section of this insurance.

Death of the insured Animal

What is covered

We will pay **you** in the event of the death of the **animal** or its **humane destruction** caused by any accident, injury, illness or disease, in respect of the **market value** of the **animal** up to the sum insured stated in the **schedule**, provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and death occurs:

1. during the **period of insurance**; or
2. for annual policies only, within thirty (30) days after expiry of such **period of insurance** provided that **you** have notified **your** broker during the **period of insurance** of such accident, injury, illness or disease. (See "Things you must do" in the "How to make a claim" section on page 7).

What is not covered

We will not pay for:

1. 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. This exclusion does not apply when **we** have expressly agreed to the **humane destruction** of the **animal**.
2. death or **humane destruction** 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 them to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance** and to have been carried out in an emergency to save the **animal's** life; or
 - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**; or
 - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**; or
 - d) failure by **you** to provide proper care and attention for the **animal** at all times.
3. death or **humane destruction** 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.
 - d) 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.
4. any medical condition(s) existing, diagnosed or treated in the **animal** prior to the commencement of this insurance or any surgery which relates to any medical condition(s) existing, diagnosed or treated in the **animal** prior to the commencement of this insurance, unless agreed and accepted in writing by **us**.
5. any post mortem costs (see "Things **you** must do" in the "How to make a claim section" section below).
6. any indirect losses of any nature whatsoever. Indirect losses include:
 - (a) any increased business expense or loss of profit or earnings resulting from accident, injury, illness or disease or death or **humane destruction** or theft or unlawful removal of any **animal**;
 - (b) any loss caused by **your** being unable to use the **animal** for the use specified in the schedule.
7. any veterinary fees.
8. loss of any embryo or unborn young unless separately specified in the **schedule** and endorsed on to this insurance.

9. death or **humane destruction** of any **animal** while it is in transit by road, air or sea, or being loaded or unloaded for the purpose of transit.
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How to make a claim

Things you must do

1. **You** shall give notice immediately in respect of any occurrence likely to give rise to a claim under this insurance to:

Email: uw@bibinsurance.co.uk

BIB UNDERWRITERS LIMITED
2ND FLOOR, PIONEER HOUSE
PIONEER COURT
MORTON PALMS
DARLINGTON
DL1 4WD

Tel: 0344 3460251

Fax: 0344 3460252

Your broker may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary. In the event of the death or **humane destruction** of an **animal you** must:

1. as soon as practicable, and at **your** own expense, arrange for a **veterinary surgeon** to confirm the identity of the **animal** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary). This will require a post-mortem, unless **we** agree otherwise in writing. THE COST OF THE POST MORTEM MUST BE MET BY YOU UNLESS THE POST MORTEM EXTENSION IS SHOWN IN THE SCHEDULE AS BEING INCLUDED.
2. as soon as possible, notify **your broker** and provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.
3. Provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **animal**.

If **you** fail to comply with any of the above conditions, **we** may not pay **your** claim or any payment could be reduced.

You must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as practicable upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons** or other third parties, having care, custody or control of the **animal** pending a written notarised statement, if required by **us** or **our** representatives; and
- b) providing as soon as practicable upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **animal** which **we** or **our** representatives may reasonably require; and
- c) 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 **we** or **our** representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to **us**, **your** claim may be rendered invalid or **we** may reduce the amount **we** pay to the extent of that prejudice.

We have the right to have a **post-mortem** carried out by **your veterinary surgeon** at **your** own expense.

4. After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **animal** at **your** own expense. **We** have the right to deduct from any claim payment:
 - a) any sale proceeds in excess of the costs **you** incur in removing and disposing of the remains of the **animal** after receiving permission from **us**;
 - b) the value of any semen or embryos in storage which have been collected from the **animal**, up to 50% of the sum insured for that **animal**.
5. In the event of any suspected disease outbreak covered in Sections 3,4,5,6,7,8,9 or 11 if you have opted for cover, **you** shall immediately at **your** own expense employ a **veterinary surgeon** and inform **DEFRA**.
6. If you have opted for theft cover, In the event of theft/disappearance of any animal under Section 1 **you**, must immediately report such loss to the police. **We** 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.

Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the fraudulent or false claim, or any subsequent claim.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance, contact

Managing Director
BIB UNDERWRITERS LIMITED
2ND FLOOR, PIONEER HOUSE
PIONEER COURT
MORTON PALMS
DARLINGTON
DL1 4WD

Tel: 0344 3460251

Fax: 0344 3460252.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 0234567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.

You may not bring legal action against us unless you have 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.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

The effect of other insurance

If at the time of death or **humane destruction** of an **animal you** have any other insurance in force in respect of the **animal** (whether or not such insurance is valid or collectable) then **we** will not pay any claim unless **we** have agreed to endorse the other insurance to this insurance.

If **we** have agreed to endorse any other insurance to this insurance, then **we** will only be liable under this insurance for **our** proportion of the **market value** in the same ratio as the sum insured 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), up to, but not exceeding, the sum insured as shown in the **schedule**.

Our rights

We may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance. If **we** make any payment under this insurance **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

You must provide all documents and give to **us** all such assistance as **we** may require to secure such rights and remedies. **You** must do nothing to jeopardise or extinguish any rights against a third party or parties **we**, and **you** must do everything possible to preserve such rights.

We will be entitled to all recoveries from third parties until the amount of **our** payment under this Insurance has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to **you** for the uninsured loss, if any.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as practicable be paid and/or delivered to **us** following receipt.

Data Protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer to other parties certain information which **you** have provided to **us**.

Terrorism

It is agreed that this insurance excludes loss, damage, cost, or expense of any nature 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 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 any nature 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 **we** 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 **you**.

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 caused by or contributed 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 that is inconsistent

1. In no case shall this insurance cover loss damage liability or expense 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 or 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.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by or regulation.

Choice of law and jurisdiction

You and **we** 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 laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Any term in this contract which conflicts with the law which applies to the country in which **you** live shall be amended to conform to that law.

Rights of third parties

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.

Insurance Premium Tax

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

SECTION 1A – MORTALITY

We 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, **we** will pay **you** 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 **you** have notified **us** 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

We 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 from the location named in the schedule, **we** will pay **you** 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 to any liability of **ours** that there have been no thefts or attempted thefts of any of **your** ANIMALS, and no threats against **you** or any of **your** animals during the twelve months prior to the inception date of coverage, unless the theft or attempted theft has been disclosed to us before the start of the policy and cover has been accepted by **us**.
2. It is a condition to any liability of **ours** that ANIMALS must be located at the insured location as stated on the policy.
3. No liability arises under this section for loss of the ANIMAL by theft or unlawful removal until 90 days after the incident is reported to **us** and then only in the event that the ANIMAL has not been recovered during that period.

4. It is a condition to any liability of **ours** hereunder that **you** will immediately report any theft or disappearance to **us** and the local Police and follow strictly their recommendations, except that in no case shall **you** pay or promise to pay a ransom, or give similar assurances of any such nature to any third party.
Should you 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 section 1b, **we** 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 section 1b, **we** reserve the right to take title and possession of the ANIMAL if subsequently recovered.

ADDITIONAL EXCLUSIONS:

This insurance does not cover;

1. Any losses 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. any indirect losses of any nature whatsoever. Indirect losses include:
 - (a) any increased business expense or loss of profit or earnings resulting from theft of any **animal**;
 - (b) any loss caused by **your** being unable to use the **animal** for the use specified in the schedule.

SECTION 2 – ANTHRAX

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **us** that;

1. Animal movements into **your** 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

We 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 **your** farm and during the period of this Insurance.

We will pay the **you** 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 to any liability of **us** 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 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 3 - ENZOOTIC BOVINE LEUCOSIS

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 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 4 - MAEDI VISNA

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 5 - CLASSICAL SWINE FEVER

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 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 6 - SWINE VESICULAR DISEASE

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 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 - BOVINE TUBERCULOSIS

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 **us**.
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 **you** 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 **you** can prove the cause of the disease outbreak was from another cause.

SECTION 8 - FOOT AND MOUTH

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of the **us** that;

1. Animal movements into **your** 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 9 – BRUCELLOSIS

We 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 **your** farm and during the period of this Insurance.

We will pay **you** 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 to any liability of **ours** that;

1. Animal movements into **your** 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 10 – BULL INFERTILITY EXTENSION

We 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 **you** and **us** 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 pay **you**, 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, **we** 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 **you** hereby agrees to effect such unencumbered transfer as a precondition of payment of a claim.

Payment 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 to any liability of **ours** that;

1. Any incident likely to result in a claim to this extension is reported to **us** 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. **You** shall, at your own expense, provide any form of information as may reasonably be required by **us**.
4. Following the notification of a possible claim the ANIMAL must be given at least three months to attempt a recovery unless **we** 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 **us**. **You** must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained or which could have been obtained will reduce **our** 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 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 11 – RAM INFERTILITY EXTENSION

We 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 **you** and **us** 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 pay **you**, no more than the total limits of payment 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, **we** 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 **you** hereby agrees to effect such unencumbered transfer as a precondition of payment of a claim.

Payment 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 to any liability of **ours** that;

1. Any incident likely to result in a claim to this extension is reported to **us** 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. **You** shall, at their own expense, provide any form of information as may reasonably be required by **us**.
4. Following the notification of a possible claim the ANIMAL must be given at least three months to attempt a recovery unless **we** 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 **us**. **You** must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained or which could have been obtained will reduce **our** 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 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.

SECTION 12 - POST-MORTEM EXTENSION

What is covered

Subject to all of the terms and conditions of the insurance to which this extension relates, this insurance is extended to cover post-mortem costs relating to the death or **humane destruction** due to accident, injury, illness or disease, of an **animal**.

The most **we** will pay for **post-mortem** costs is:

- GBP [AMOUNT] any one **animal**
- GBP [AMOUNT] in total for any one **period of insurance**

SECTION 13 - FLOCKS AND HERDS Extension

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance or as shown below.

A '**herd**' means a collective number of **animals** of any description, whether commonly known as a herd, flock or by any other collective noun.

What is covered

Subject to the terms and conditions of the insurance to which this Endorsement relates and subject to the following additional terms, this insurance is extended to cover **animals** comprising a **herd**.

ADDITIONAL CONDITIONS

- a) **You** must as soon as practicable give notice to **us** of any change in the composition of the **herd**. Any change in the composition of the **herd** might require **us** to amend the terms of the insurance.
- b) the maximum **we** will pay with respect to all **animals** comprising the **herd** will be as stated in the **schedule**;
- c) irrespective of whether **you** wish to increase the sum insured stated in the **schedule**, **you** must as soon as practicable notify **us** if the **market value** in the aggregate of all **animals** comprising the **herd** is, or becomes, greater than the sum insured stated in the **schedule**;
- d) if a loss occurs and the **market value** of the **herd** is greater than the sum insured stated in the **schedule**, then **we** will only pay a proportion of the claim. For example if the sum insured is only one half of the **market value** of the **herd**, **we** will only pay **you** one half of the full claim amount.
- e) we will require performance of post mortems on a sample of the herd. The sample will not be more than the percentage of the herd stated in the schedule.

following any claim under this Endorsement, **your** sum insured will automatically be reduced by the aggregated **market value** of the **animals** lost.