

Markel International Insurance Company Limited Livestock Policy

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 to this contract of insurance, for any loss happening during the **policy period** as provided by the terms of this **policy**.

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

This **policy** sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully.

It is important that **you**:

- check that the information contained in the **schedule** is accurate
- take care when providing **us** with information that **we** rely on to accept coverage or set the terms of this **policy**
- comply with all **your** duties and obligations under the **policy**
- take all the action required in the event **your animal(s)** is(are) sick or a claim occurs

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

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Markel International Insurance Company Limited (Reference number: 202570), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered Office: 20 Fenchurch Street, London, EC3M 3AZ. Registered in England No. 00966670
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Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, or any extra definitions, will be endorsed to the **policy**.

Animal, Animals	means any animal or animals specified in the schedule, which includes any whole or part financial interest, to the extent of that interest.
Herd	A collective number of animals whereby there are at least 2, whether commonly known as a herd, flock or by any other collective noun.
Market value	<p>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: the average published local market value, over a period of thirty (30) days immediately prior to the relevant death of the animal(s), for animals of a similar type; or</p> <p>for meat animals: 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(s).</p>
Policy	The contract of insurance between you and us
Policy period	The period you are covered for as shown in your certificate of insurance and your policy schedule
Premium	The amount you must pay us for this insurance as shown in your schedule and any endorsements that attach to the policy .
Schedule	A document which includes your details and specifies the cover provided by your policy and any endorsements applying to your policy , as well as details of the insured animal(s) .
Terrorism	means an act, including using or threatening to use force or violence, 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.

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Veterinary surgeon, VET	A veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine.
Warranty	any breach of a warranty shall render you claim, to which the breach relates, null and void and release us from liability in connection with the claim.
We, Us, Our	Markel International Insurance Company Limited (MIICL)
You, Your, Insured	The person(s), partnership, corporation or organization named as the insured policyholder in the schedule including their family, representatives, agents, employees, bailees or other persons having care, custody or control of the animal(s) .
Your broker	The insurance broker or intermediary who arranged this insurance on your behalf, as stated on your schedule .

Insuring agreement

You agree:

- (a) to adhere to all of the terms and conditions of this **policy**;
- (b) that **you** are the sole owner of the **animal(s)** unless **you** have informed **us** otherwise and recognition of **your** partial ownership is indicated on the **schedule**;
- (c) to provide proper care and attention for each insured **animal** and take all reasonable steps to avoid or minimise a loss under this **policy** at **your** own expense;
- (d) that the **animal(s)** is in sound health and free from any illness, disease, lameness, injury or physical disability of any kind at the start of the **policy period**, endorsement, extension unless **you** have completely and accurately disclosed this prior to the start of the **policy period**, endorsement, extension and **we** have accepted full coverage under this **policy**;
- (e) that if **you** do not provide **us** with the required documents for (d) and the **animal(s)** are sick or a claim occurs then the onus is on **you** to prove to **us** that the **animal(s)** was in sound health at the start of the **policy**, endorsement, extension;
- (f) to comply with all legal requirements and regulations imposed by any government authority .
- (g) to take reasonable care in the selection and supervision of any person who has care, custody and/or control of any **animal**.
- (h) that the **animal(s)** are used only for the purpose stated in the **schedule**.
- (i) 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.

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 **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with incorrect or incomplete information that **we** have relied upon in accepting this **policy** and setting its terms and **premium** **we** may:

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- (a) treat this **policy** 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;
- (b) amend the terms of **your policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- (c) charge **you** more **premium** for **your policy** 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
- (d) cancel **your policy** in accordance with the "Cancelling this **policy**" section.

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

- (a) intend to treat this **policy** as if it never existed; or
- (b) need to amend the terms of **your policy**; or
- (c) require **you** to pay more **premium** for **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

Notifying us of any changes

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

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.

Cancelling this policy

You can cancel this **policy** at any time by notifying **your broker**.

We can cancel this **policy** 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):

- (a) Non-payment of **premium**
- (b) A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- (c) Non-cooperation or failure to supply any information or documentation **we** request
- (d) Threatening or abusive behaviour or the use of threatening or abusive language when dealing with **us** or **your broker**.

Refund of premium

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

- (a) the date **you** receive this **policy**; or
- (b) the start of the **policy period**

whichever is the later.

If **you** cancel this **policy** within the cooling off period, **we** will refund **your premium** in full, provided no claim has been made and provided that none of **your animals** have been tested for bovine tuberculosis.

If this **policy** is cancelled by **you** or **us**, provided **you** have not made a claim and for all covers except for 'bovine tuberculosis', **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**. Any additional **premium** due to **us** during the **policy period** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If **your** bovine tuberculosis cover is cancelled by **you** and any of **your animals** have been tested for bovine tuberculosis provided **you** have not made a claim, we will retain 75% of the premium per **animal** tested and **you** will be entitled to a refund of up to 25% of the premium paid, calculated on a proportional basis for those **animals** tested. You will be entitled to a refund on a proportional basis for those animals not tested. For example:

Total number of head:	500
Time on cover:	6 months
Number of head tested:	200
Premium retained by us :	75%
Premium refunded to you :	25%
Number of head not tested:	300
Premium retained by us :	50%
Premium refunded to you :	50%

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

Cancellation of the **policy** by **us** does not affect the treatment of any claim arising under the **policy** in the period before cancellation.

Limit of liability

The limit of liability shown in the **schedule** is the sum insured of each **animal(s)**, which has been accepted by **us** prior to the start of the **policy period**, and is the maximum amount that **we** will pay over the entirety of the policy period for the insured **animal(s)** in the event of a payable loss.

It is **your** duty to ensure that the sum insured continues to reflect the **market value** of the **animal(s)** during the **policy period**.

Unless otherwise endorsed or agreed onto the **policy**:

- (a) if the **animal(s)** has not met its reserve price at a public auction the sum insured will automatically be reduced to the highest amount bid for your proportionate interest in the **animal(s)**, if less than the limit of liability shown in the **schedule**;
- (b) if **you** have the **animal(s)** appraised at a lower value the sum insured must be reduced to this amount
- (c) the sum insured of the **animal(s)** will automatically be reduced to the meat value at midnight the day before the procedure if the **animal(s)** is castrated or spayed at any point during the **policy period**. For the **animal(s)** with no commercial active meat trade, **our** liability shall automatically be reduced to 10 per cent of the limit of **our** liability, until **you** provide a new independent third party valuation which is accepted by **us** in writing.

In the event that the sum insured specified in the **schedule** is reduced under one of the above conditions, **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 **policy** as stated in the **schedule**.

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General policy conditions

General terms which apply to the whole of this **policy**

Other insurance

If there is a loss which is covered under this **policy** and another policy, **we** will only pay **our** share of the loss and the loss cannot be any greater than the total limit of liability stated in the **schedule** or the **market value**, whichever is the lesser. This is worked out by using the same ratio as the limit of liability stated in the **schedule** bears to the total amount of all insurance covering the **animal(s)**.

Single policy only for composite assureds

Our limit of liability stated in this **policy**, shall remain **our** maximum limit of liability regardless of the number or type of insureds or number of claims under this **policy**.

Average

If in the event of a loss, the total number of **animals** at the commencement of the loss is more than the declared number at the start of the **policy**, then the loss number of **animals** under this **policy** shall be reduced by the same percentage that the declared number represents at the time of the loss.

Flocks and Herds

You shall give prior notice to us of any change in the **herd** that exceeds 2.5% of the number of **animals** or the total sum insured stated in **your** declaration of stock.

Our Limit of liability shall not exceed that stated in the **schedule** and declaration of stock with regards to value and number of head unless otherwise agreed by **us** and endorsed onto **your policy**.

If the total **market value** of all of the **animals** in the **herd** shall become greater than the limit of liability stated in **your schedule**, this change is to be notified to **us** immediately whether or not **you** seek to increase the limit of liability under this **policy**.

Unless otherwise agreed and endorsed onto **your policy**, in the event that there shall be any insured loss affecting **your herd** at a time when the **market value** of the **herd** shall exceed the limit of liability stated in **your schedule**, the amount of any claim for such loss shall be reduced in proportion as such limit of liability bears to the **market value** of the **herd**.

Territory covered

Your animal(s) is only covered whilst in those farms or locations which are listed in **your schedule**.

Choice of law and jurisdiction

You and **we** are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions

We will not provide any benefit under this **policy** 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 law or regulation.

Our right to subrogate against third parties

If **we** make any payment to **you** under this **policy** then any rights **you** have of recovery from a third party, to the extent of such payment, are transferred to **us** and **we** shall be entitled, at **our** own expense to sue in **your** name for recovery of the payment **we** have made to **you**.

To assist **us** with this **you** must provide **us** with all documents and give **us** all the reasonable assistance **you** can to secure such rights and remedies. **You** must not do anything to jeopardise or extinguish the rights against a third party or parties to which **we** are entitled, and shall take all necessary steps to preserve such rights.

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.

Fraudulent claims

1. If **you** make a fraudulent claim under this **policy**, **we**:
 - a) are not liable to pay the claim; and
 - b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. c) above:
 - a) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **we** need not return any of the premiums paid.

Premium Payment Clause

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.

You undertake that premium will be paid in full to **us** within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to **us** by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) **we** shall have the right to cancel this contract by notifying **you** via **your broker** in writing. In the event of cancellation, premium is due to **us** on a pro rata basis for the period that **we** are on risk but the full contract premium shall be payable to **us** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that **we** shall give not less than 30 days prior notice of cancellation to **you** via **your broker**. If premium due is paid in full to **us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Your Data

We are committed to protecting **your** privacy. Insurance involves the use and disclosure of **your** data by various insurance participants such as intermediaries, insurers and reinsurers. If **you** would like to know how **we** deal with any data **you** may have provided **us**, please contact **your** Agent or Broker who will provide **you** with **our** contact details or look online at: <http://www.markelinternational.com/foot/privacy-policy/>.

Several Liability Clause

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

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The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

General policy exclusions

The following exclusions apply to the whole of this **policy**. There may be additional exclusions which apply to individual sections of cover and are listed within those sections.

War

This **policy** does not cover loss, damage, cost, liability or expense of whatsoever nature caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Terrorism

This **policy** does not cover loss, damage, cost, liability or expense of whatsoever 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.

Cyber Attack

This **policy** does not cover loss, damage, cost, liability or expense 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.

Radioactive, Chemical, Biological, bio-chemical and electromagnetic weapons

This **policy** does not cover loss, damage, cost, liability or expense caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) 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

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(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Avian Influenza

This **policy** does not cover any loss caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof unless stated in the **schedule**.

Complaints

Markel is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If you are dissatisfied or have any complaints about your policy or the handling of a claim you should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone: +44 (0)20 7953 6020

By email: complaints@markelintl.com

By writing to: Legal, Regulatory & Compliance

Markel International Insurance Company Limited
20 Fenchurch Street
London
EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use our best endeavours to comply with the timeframes set out by your local insurance regulator.

- A complaint received by Markel International Insurance Company (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
- Complaints will be acknowledged promptly in writing. That acknowledgement will include the name of the person who will be reviewing the complaint and when you should expect to receive our final response.
- We will try to resolve a complaint within the timeframe set out by your local insurance regulator and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
- If you do not receive a final response or, after receiving our acknowledgement of the complaint and our final response, you are not satisfied with the outcome, you may be entitled to refer your complaint to your local External Dispute Resolution (EDR) service for review. We will provide you with the contact details of the EDR who, if eligible, you may be able to refer your complaint to.

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 resolution service. This process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **we** are unable to meet **our** obligations to **you** under this **policy**.

If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Claims Service

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In the first instance, **you** should contact **your broker** who will provide a claim form for completion and advise **you** how to proceed. If **you** are unable to contact **your broker** please contact BIBU's Claims Team at Claims Team, BIBU, ~~2nd Floor Pioneer House, Pioneer Court, Darlington, DL1 4WD~~ The Hamlet, Hornbeam Park, Harrogate HG2 8RE

Tel: 0344 346 0251 Email: Claims@bibinsurance.co.uk

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