

Section 4A

Foot-and-Mouth Disease

(Operative only if so stated in the schedule)

Definitions

Insured percentage
Item
Livestock insured
Sum insured
Total sum insured
Total value

} as stated in
the schedule.

Ministry

The Department for Environment, Food and Rural Affairs, the Scottish Executive Environmental Rural Affairs Department, the National Assembly for Wales and the Department of Agriculture and Rural Development for Northern Ireland or their legal successors.

Premises

Any land or premises in the United Kingdom, the Isle of Man or the Channel Islands used by the Insured in connection with the business.

Cover

If any **livestock insured** at the **premises**

- a) die during the **period of insurance** solely as a direct result of contracting foot-and-mouth disease, confirmed in writing by the **Ministry**, **NFU Mutual** will pay to the Insured the **insured percentage** of the market value of such livestock immediately prior to their contracting foot-and-mouth disease
- b) are slaughtered during the **period of insurance** on the written order of the **Ministry** to prevent the spread of foot-and-mouth disease, **NFU Mutual** will pay to the Insured
 - (i) in respect of **livestock insured** which have not been vaccinated against foot-and-mouth disease, the **insured percentage** of the amount of the **Ministry** compensation paid to the Insured for such livestock, or
 - (ii) in respect of **livestock insured** which have been vaccinated against foot-and-mouth disease, 50% of the **insured percentage** of the amount of the **Ministry** compensation paid to the Insured for such livestock.

Provided that

- 1) **NFU Mutual's** liability during the **period of insurance** will not exceed
 - a) in respect of each **item**, the **sum insured** on that **item**
 - b) in all, the **total sum insured**
- 2) **NFU Mutual's** limit of liability under proviso 1) will be reduced by 50% in respect of payments made for vaccinated animals.

Exclusions

- 1) **NFU Mutual** will not pay for animals vaccinated against foot-and-mouth disease where such vaccination was not carried out on the orders of the **Ministry**.
- 2) **NFU Mutual** will not pay for animals slaughtered under animal welfare schemes where the slaughter is not required by the **Ministry** in order to prevent the spread of foot-and-mouth disease.

Special Conditions

1. Underinsurance

- (a) If, on the first day that an outbreak is confirmed by the **Ministry** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the **total value** specified for an **item** is less than 75 per cent of the market value of all **livestock insured** by such **item**, **NFU Mutual** will be liable for only that proportion of the amount otherwise payable under such **item** that the **total value** specified bears to the market value.
- (b) Where there is underinsurance in respect of any **item**, the **total value** and **sum insured** specified for such **item** will be considered to be increased by an amount which reflects the excess premium paid under any other **item** for which the total value specified exceeds the market value of all the livestock insured by such **item**, provided that the aggregate **total value** specified is not less than 75% of the market value of all livestock insured by this section.
- (c) Part (a) of this underinsurance condition will only apply to an **item** where a proportion of the **livestock insured** by such **item** are slaughtered.

2. Legal provisions

The insurance under this section will cease immediately upon any breach by the Insured of any requirement or provision of any Act of Parliament or Order relating to or bearing on foot-and-mouth disease.

3. Cancellation

If during the currency of this policy any change is made

- (i) to the legislation governing the control of foot-and-mouth disease, or
- (ii) in the form in which the **Ministry** administer the Animal Health Acts

NFU Mutual may cancel this section by giving 7 days notice in writing to the Insured.

