

## Section 5D

# General Livestock in Transit

(Operated only if so stated in the schedule)

### Definitions

#### The Business

As stated in the schedule

#### Crates or cages

Crates or cages designed for the transportation of **livestock insured**.

#### Damage

Loss, destruction or damage

#### Geographical limits

Great Britain, Ireland, the Isle of Man or the Channel Islands (including sea journeys between those territories).

#### In transit

In, on, being loaded onto or being unloaded from a **vehicle** or **trailer** detailed in the specification to this section but remaining within the **geographical limits**.

#### Livestock insured

Livestock belonging to the Insured, or for which the Insured is responsible, and pertaining to the **business**.

#### Load Limit

As stated in the schedule

#### One occurrence

One occurrence (or series of occurrences arising directly or indirectly from one source or original cause) giving rise to, injury, **damage**, costs or expenses

#### Slaughter on humane grounds

Slaughter which is necessary for humane reasons, in that to keep the animal alive would be an act of cruelty.

#### Trailer

A trailer owned by, or hired or lent to, the Insured and used by the Insured.

#### Vehicle

A motor vehicle owned by, or hired or lent to, the Insured and used by the Insured.

### Cover

If, during the **period of insurance**:

- A) **Livestock insured** sustain accidental loss or injury while in transit, **NFU Mutual** will pay of the net loss of market value of such livestock, after deduction of any carcass value
- B) **Crates or cages** sustain **damage** as a direct consequence of fire, theft or attempted theft, collision involving the conveying **vehicle** or **trailer**, or overturning of such **vehicle** or **trailer**, while **in transit**, **NFU Mutual** will pay the value of such **crates or cage** at the time of **damage**, or the cost of repair

#### Provided that

- 1) **NFU Mutual's** liability in respect of accidental loss of or injury to any one animal (excluding any liability under cover extensions) will not exceed £5,000
- 2) **NFU Mutual** will not be liable for loss of any animal by slaughter, other than slaughter on humane grounds under certificate by a registered veterinary surgeon
- 3) **NFU Mutual's** total liability under cover paragraphs A) and B) above for any **one occurrence** (excluding any liability under cover extensions) will not exceed
  - a) in respect of
    - i) any one **vehicle** together with every **trailer** attached to such vehicle, or
    - ii) any one **trailer** attached to a traction unit, or
    - iii) any one **trailer** not attached to a **vehicle** or traction unit,

the **load limit** for the item applicable to such **vehicle** or **trailer**

- b) in all, the limit for **one occurrence**.

### Exclusions

**NFU Mutual** will not be liable for

- 1) injury or **damage**, or any consequence of injury, **damage**, accidental discharge, collision or overturning, caused by or resulting from
  - a) confiscation, seizure, detention or destruction by customs or other officials or authorities
  - b) riot, strike or civil commotion happening in Ireland.
  - c) breakdown, malfunctioning or incorrect setting or operation of cooling or heating machinery, unless as a direct consequence of fire, theft or attempted theft, collision involving the conveying **vehicle** or **trailer**, or overturning of such **vehicle** or **trailer**

- d) theft by employees, unless discovered within seven days of its occurrence.
- 2) NFU Mutual will not indemnify the Insured in respect of
  - a) any liability arising under the Convention on the Contract for the International Carriage of Goods by Road (C.M.R.)
  - b) consequential loss or delay of any kind.
- 3) the amount shown in the specification as the excess, being the amount for which the Insured will be responsible in respect of any **one occurrence**, after the application of any underinsurance condition.

## Cover Extensions

### 1. Additional Costs

This section includes costs and expenses necessarily and reasonably incurred by the Insured and relating to

- a) the removal of debris and clearance of the site following injury to **livestock insured**, or **damage to crates or cages**, while **in transit**
- b) the reloading of any **vehicle or trailer** detailed in the specification to this section as a direct consequence of the accidental discharge of **livestock insured**, or **crates or cages**, while in or on such **vehicle or trailer**, within the **geographical limits**
- c) the transfer, to another **vehicle or trailer**, of **livestock insured**, or **crates or cages**, while **in transit**, as a direct consequence of a collision involving the conveying **vehicle or trailer**, or the overturning of such **vehicle or trailer**.

all occurring during the **period of insurance**.

Provided that **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed £2,500, or the **load limit**, whichever is the less.

### 2. Beef and Sheep Premium Scheme Payments

This section includes the amount of any payment under any Beef or Sheep Premium Scheme which the Insured would have received but for the occurrence of accidental loss or injury.

No payment will be made under this extension until

- a) proof of entitlement to such payment has been provided to the satisfaction of **NFU Mutual**, and
- b) the amount of such payment has been fixed.

### 3. Drivers' personal effects

If and so far as they are not otherwise insured, this section includes **damage** occurring during the **period of insurance** to personal effects belonging to the Insured, or any employee of the Insured, while **in transit**.

Provided that

- a) **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed £500 in respect of any one person
- b) **NFU Mutual** will not be liable for **damage** in respect of mobile phones, audio and television equipment, computers and ancillary equipments disc, tapes, jewellery, watches, money, tickets, documents and stamps.

### 4. Temporary substitution

If a vehicle or trailer detailed in the specification to this section is out of use for repair, maintenance or overhaul, this section extends to include any other **vehicle or trailer** used temporarily as a substitute for such **vehicle or trailer**.

### 5. Veterinary Fees

**NFU Mutual** will pay the Insured's reasonable expenditure in fees payable to a registered veterinary surgeon for services in respect of

- a) injury to **livestock insured** which results in death, or slaughter on humane grounds, within 30 days
- b) injury to **livestock insured** which the veterinary surgeon certifies would, in his opinion, have resulted in death, or slaughter on humane grounds, within 30 days of such injury but for such services.

sustained during the **period of insurance**, while such livestock is in **transit**, provided that

- a) no payment will be made in respect of services rendered after such 30 days
- b) **NFU Mutual's** liability in respect of any one injury to any one animal will not exceed £250.

## Special Condition

### Underinsurance

If the **load limit** applying to any **vehicle or trailer** at the time of, injury or **damage** is less than the value of the **livestock insured** and **crates or cages** in or on such **vehicle or trailer**, then **NFU Mutual** will be liable for only that proportion of the amount of the injury or **damage** to such livestock or **crates or cages** which the **load limit** bears to the value.