

Section 5B

Livestock - Fatal Injury - Straying

(Operative only if so stated in the schedule)

Definitions

Item
Sum insured
The business

} as stated in
the Schedule

Fatal Injury

Death, or **slaughter on humane grounds** under certificate by a registered veterinary surgeon due, solely and independently of any other cause, to

- a) injury caused by accidental, violent, external and visible means, or
 - b) poisoning or drowning
- within 30 days of its occurrence.

Geographical limits

Great Britain, Ireland, the Isle of Man or the Channel Islands.

Livestock insured

Livestock as described by any **item**, belonging to the Insured, or for which the Insured is responsible, and pertaining to **the business**.

Premises

Any land or premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands owned or used by the Insured in connection with **the business**.

Slaughter on humane grounds

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

Cover

If, during the **period of insurance**, **fatal injury** is sustained, within the **geographical limits**, by any **livestock insured** while on any public thoroughfare, sale-yard, market or agricultural showground, or while straying from any such situation or from its normal confines immediately prior to the loss, **NFU Mutual** will indemnify the Insured in respect of such injury by payment of the market value of such livestock.

Provided that **NFU Mutual's** liability will not exceed

- a) in respect of **fatal injury** to any one animal, £10,000
- b) under each **item**, for **fatal injury** occurring during the **period of insurance**, the **sum insured** on such **item**.

Exclusions

1. NFU Mutual will not

- a) indemnify the Insured in respect of **fatal injury** to any animal, or
- b) be liable under any cover extension for any consequence of **fatal injury**, or any other injury, to any animal,

arising

- a) while such animal is in, on, being loaded onto or being unloaded from a vehicle or trailer, or
- b) directly or indirectly through worrying by dogs or wild animals.

2. **NFU Mutual** will not be liable for the first £100 of any claim where the **livestock insured** have strayed from their normal confines but remained on the **premises**.

Cover Extensions

1. 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) **fatal injury**
- b) any other injury caused by accidental, violent, external and visible means, which the veterinary surgeon certifies would, in his opinion, have resulted in death, or **slaughter on humane grounds**, within 30 days of the injury but for such services,

to any **livestock insured**, sustained in circumstances to which the indemnity expressed in the Cover paragraph above would apply, during the **period of insurance**, 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 **fatal injury**, or any other injury, to any one animal will not exceed £250, or the value of the animal, whichever is the less.

2. Collection charge

NFU Mutual will pay the amount, not exceeding £250 per animal, for which the Insured is liable to a knacker, renderer or bona fide disposal centre, for the removal of any animal which is the subject of a valid claim under this section.

3. Rescue cover

NFU Mutual will indemnify the Insured in respect of liability for payment to the R.S.P.C.A., Fire Brigade or other professional rescue organisation, in respect of costs incurred by such organisation in the rescue or attempted rescue of any livestock insured.

Provided that

- a) **NFU Mutual** would have been liable to provide an indemnity under this section, for **fatal injury** sustained by the livestock concerned, if such injury had arisen in the circumstances giving rise to the rescue requirement.
- b) The maximum liability of **NFU Mutual** in respect of any one animal is £250.

Special Condition

Underinsurance

If, at the time of any **fatal injury** or other injury giving rise to a claim under any **item** (including a claim under any cover extension), the **sum insured** on such **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** and/or cover extension that the **sum insured** bears to such market value.