

How to Make a Claim

Please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

Before contacting US, please read the policy document.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 the policy number;
- 2 name and address of the policyholder and PURCHASER;
- 3 details of the incident giving rise to the claim including date and circumstances; and
- 4 the contact number of the PURCHASER.

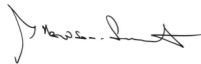
Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE, provided YOU keep to the terms and conditions of the policy.

Please read this policy, YOUR schedule, and sale schedule carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US, and is based on the information YOU provided, which is confirmed on YOUR schedule and sale schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.



T.D. Hewson-Stoate, Customer Services Director
The National Farmers Union Mutual Insurance Society Ltd.

Note: The National Farmers Union Mutual Insurance Society Limited is a mutual company. YOU are a member of NFU Mutual and therefore subject to its memorandum and articles by virtue of the acceptance of this or any previous insurance issued by US.

Thank you for placing your Insurance with NFU Mutual

Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of it. Should YOU wish to make comments of any kind about OUR service, please contact the manager of YOUR Regional Office which issued this policy. The address of YOUR Regional Office can be obtained from YOUR insurance advisor.

WE will take any complaint seriously and endeavour to handle it fairly, consistently and promptly. If YOU are not satisfied with the way in which WE have dealt with YOUR complaint, please write to:
Customer Services Director, NFU Mutual, Tiddington Road, Stratford-upon-Avon, Warwickshire, CV37 7BJ.

In the event YOU remain dissatisfied, the Financial Ombudsman Service may be prepared to review YOUR complaint. No charge is made for this service and YOU should write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone – 0845 080 1800.

Please always quote the policy number in any correspondence as it will enable YOUR complaint to be dealt with promptly.

Action by YOU or the PURCHASER

- 1 WE will not pay YOUR claim unless YOU or the PURCHASER:
 - a) tell US as soon as possible about any thing which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the Police immediately and in any event within seven days if the loss is caused by a criminal act, riot or malicious persons; and
 - c) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require.
- 2 WE will not pay YOUR claim if YOU or the PURCHASER admit, deny, negotiate or settle any claim without OUR prior consent.
- 3 YOU are required to inform US at least 24 hours before disposing of any carcase (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease).

OUR Rights

WE are entitled to:

- 1 take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
- 2 take over the defence or settlement of a claim; and YOU will give US all reasonable assistance.

WE will not use this right to enforce or pursue a settlement against:

- 1 any company which is YOUR parent or subsidiary; or
- 2 any company which is a subsidiary of a parent of which YOU are also a subsidiary.
For the purpose of this Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.

Claims Control

If WE are paying a claim:

- 1 WE are entitled to:
 - a) the value of any salvage;
 - b) appoint someone to examine any insured animal; and
 - c) contact YOUR VET to discuss the claim.
- 2 YOU are not to abandon property to US, whether WE have taken possession of it or not.

Arbitration

Where WE have accepted a claim, but there is a disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

Contribution

If there is another policy covering the same animal, WE will only be liable for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

YOU and any person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

www.nfumutual.co.uk

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.
Authorised and regulated by the Financial Services Authority.
A member of the Association of British Insurers.

For security and training purposes, telephone calls may be recorded and monitored.

Your policy document Luckpenny Insurance



NFU Mutual

Data Protection Notice

The National Farmers Union Mutual Insurance Society Limited is the data controller and will process personal information WE obtain from YOU and third parties in accordance with the Data Protection Act 1998. WE may check and/or pass some or all of the personal information WE obtain in connection with YOUR insurance or claim to other insurance companies in order to administer the policy or for underwriting and claims handling purposes, to OUR appointed service providers and reassurers, to regulatory or other organisations, so that WE can comply with OUR obligations and to databases and fraud prevention agencies.

WE may use YOUR information to carry out research. It may be necessary to transfer YOUR information to other companies outside the European Economic Area for any of the above purposes and/or for systems administration. WE will take steps to ensure YOUR privacy rights are protected.

WE may search these agencies and databases to:

- 1 help make decisions about the provision and administration of insurance and credit related services for YOU and members of YOUR household;
- 2 trace debtors or beneficiaries, recover debt, prevent fraud and manage YOUR account and insurance policies;
- 3 check YOUR identity to prevent money laundering unless YOU can provide US with satisfactory proof of identity; and/or
- 4 validate YOUR claims history or that of any other person or property likely to be involved in the policy or claim in the event of any incident or claim, or at the time of renewal.

WE can supply to YOU, on written request, more information about the databases and agencies WE access and supply to.

YOU have a right to ask US for a copy of the personal information WE hold about YOU. Should YOU require this information, YOU must apply to US in writing.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at www.fscs.org.uk or by calling 020 7892 7300.

Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

Statutory Status

YOU can check OUR statutory status on the Financial Services Authority (FSA) Register at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. OUR FSA registration number is 117664.

Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply.

Words which appear in lower case will have their natural and normal meaning.

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

PURCHASER

The original purchaser of the insured animal on the sale date and not any subsequent purchaser following a re-sale.

SLAUGHTER ON HUMANE GROUNDS

Slaughter:

- 1 with OUR prior consent; or
- 2 where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

TERRORISM

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The person, people or company shown on your schedule as the Policyholder.

The Cover

WE will pay for death or SLAUGHTER ON HUMANE GROUNDS of an insured animal during the PERIOD OF INSURANCE arising from:

- 1 an accident which happens; or
- 2 an illness, disease or condition which first appears; during the PERIOD OF INSURANCE.

The most WE will pay is:

- 1 the sum insured for the insured animal shown on YOUR schedule;
- 2 the pre-death market value of the insured animal; or
- 3 £150,000 per animal; whichever is the less.

In the event of a loss, payment will be made to the PURCHASER, provided that:

- 1 the PURCHASER is subject to and complies with the terms, exclusions and conditions of this policy as far as they apply; and
- 2 the PURCHASER must dispose of the animal or carcase and obtain the best price for it. WE will reduce the claim payment by this amount.

The amount WE pay will be reduced by the value, less the reasonable costs of extraction and storage, of any semen or ova extracted from the animal for the purpose of artificial insemination or embryo transfer.

WE will notify the relevant breed society before a claim payment is made.

Any endorsements will be subject to the limits, conditions and exclusions detailed in this policy unless otherwise stated.

Exclusions

WE will not pay:

- 1 for losses directly or indirectly caused or contributed to by:
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority;
 - b) TERRORISM unless shown otherwise in this policy. If WE allege that this Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;
 - f) any accident which happened to the insured animal before the start of this cover; or
 - g) any illness, disease or condition which first appeared in the insured animal before the start of this cover.
- 2 if an insured animal is slaughtered:
 - a) on the order of any government or local authority or under any scheme rules relating to the eradication of a specific disease;
 - b) because it is incapable of natural service or of performing the function for which it is kept; or
 - c) for financial reasons.

- 3 for any claim which happens outside the GEOGRAPHICAL LIMITS.

Conditions

The following conditions apply to the whole of this policy including any endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest or the interest of a PURCHASER ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances need be disclosed, YOU should disclose it.

Fraud and Misrepresentation

If YOU, the PURCHASER or anyone acting for YOU or the PURCHASER:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents, misdescribes or withholds any material relative to this insurance; WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:
 - 1 avoid the policy without returning any premium that YOU have paid;
 - 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
 - 3 refuse any other benefit under the policy.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent accidents, illness or disease;
- 3 employed a VET at YOUR own expense when an insured animal is injured or ill; and
- 4 ensured that the insured animal is properly treated.