

## Section 4D

# Tuberculosis

(Operative only if so stated in the schedule)

### Definitions

Category 1  
Category 2  
Item  
Livestock insured  
Sum insured



as stated in  
the schedule.

#### Contact

An animal which has not given a positive reaction to a **test** but is certified by the **Ministry** as having been in close contact with **reactors** and, as such, has to be slaughtered.

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

#### Reactor

An animal which is certified by the **Ministry** as having given a positive reaction to a **test**.

#### Scheme

The Deer Health Scheme.

#### Test

A test for the presence of tuberculosis arranged or authorised by the **Ministry** on all or any of the **livestock insured**.

### Sub-Section 1- Tuberculosis-Cattle

(Operative only if so stated in the schedule)

#### Cover

If any **livestock insured** are certified by the **Ministry** as either **reactors** or **contacts** as a result of a **test** during the **period of insurance** and such livestock are slaughtered in accordance with the legal provisions relating to the eradication of bovine tuberculosis, **NFU Mutual** will pay to the Insured the **sum insured** applicable to such animal.

Provided that

- 1) during any **period of insurance**, **NFU Mutual** will not be liable in total, under any **item** in **category 1**, for more **reactors** and **contacts** than the number of animals stated to be insured by such **item**
- 2) in the event of a claim for a **reactor** or **contact** with a **sum insured** in excess of £1,000, **NFU Mutual's** liability for such animal will not exceed its pre-**test** market value or such **sum insured**, whichever is the less
- 3) where the **category 1 sum insured** is described as "(FIRST LOSS BASIS)" in the schedule, **NFU Mutual's** total liability under **category 1** during any **period of insurance** will not exceed such **sum insured**
- 4) **NFU Mutual's** liability under this section will cease immediately upon any breach by the Insured of the legal provisions relating to the eradication of bovine tuberculosis, as applicable to the **livestock insured**.

### Special Condition applying to Sub-Section 1

#### Frequency of routine testing

The premium for this section reflects the frequency of routine testing in the Insured's herd/s. If, at the time of a **test** giving rise to a claim, routine testing is being carried out more frequently than the testing frequency stated in the schedule, **NFU Mutual** will be liable for only that proportion of the amount otherwise payable that the rate of premium actually charged bears to the rate of premium which would have been charged if the testing frequency had been correctly stated.

This special condition will not apply to a change in testing frequency during the **period of insurance** in which such change takes place.

## Sub-Section 2- Tuberculosis - Deer

(Operative only if so stated in the specification to this section)

### Cover

If any **livestock insured** are certified by **the Ministry** as either **reactors** or **contacts** as a result of a **test** during the **period of insurance** and such livestock are slaughtered in accordance with the **scheme** rules, **NFU Mutual** will pay to the Insured, for each **reactor** or **contact**, the **sum insured** applicable to such animal.

Provided that

- 1) during any **period of insurance**, **NFU Mutual** will not be liable in total, under any **item** in **category 1**, for more **reactors** and **contacts** than the number of animals stated to be insured by such **item**
- 2) in the event of a claim for a **reactor** with a **sum insured** in excess of £1,000, **NFU Mutual's** liability for such animal will not exceed its pre-**test** market value or such **sum insured**, whichever is the less
- 3) where the **category 1 sum insured** is described as "(FIRST LOSS BASIS)" in the schedule, **NFU Mutual's** total liability under **category 1** during any **period of insurance** will not exceed such **sum insured**
- 4) **NFU Mutual's** liability under this section will cease immediately upon
  - a) any breach by the Insured of the legal provisions relating to the eradication of bovine tuberculosis, or of any of the **scheme** rules, as applicable to the **livestock insured**
  - b) withdrawal or removal of the **livestock insured** from the **scheme**.
- 5) If the **livestock insured** are withdrawn or removed from the **scheme**, no payment will be made in respect of any animal which has previously reacted to a **test** or is considered to be a **contact**, but has not been slaughtered at the time of withdrawal or removal.
- 6) If any **livestock insured** react to a **test** following their return to the herd from any shows or markets (the **test** being carried out in accordance with the **scheme** rules), **NFU Mutual's** liability for each such animal will not exceed 75 per cent of the amount which would otherwise have been payable.
- 7) If the percentage of **Ministry** compensation is altered for **reactors** or **contacts**, **NFU Mutual** reserves the right to immediately change the basis of the cover provided by this sub-section.

## Exclusions applying to Sub-Sections 1 and 2

- 1) **NFU Mutual** will not be liable for any **livestock insured** until the Insured has complied with any requirements relating to the isolation and testing of such livestock and **the Ministry** has given authority for them to join the herd.
- 2) **NFU Mutual** will not be liable under any item in **category 1** for any animal more specifically insured under **category 2**.

## Cover Extension applying to Sub-Sections 1 and 2

### Inconclusives

Any animal insured by this section which gives an inconclusive result to a **test** during the **period of insurance** and is certified by **the Ministry** as a **reactor** at the subsequent re-**test**, whether such re-**test** takes place during or after the **period of insurance**, will be considered as having been a **reactor** at the original inconclusive **test**.

## Special Condition applying to Sub-Sections 1 and 2

### 1. Underinsurance

If, at the time of a **test** giving rise to a claim under any **item** in **category 1**, the total number of animals stated to be insured by all **items** in **category 1** is less than 75 per cent of the number of animals as described in those **items** owned by the Insured at the **premises** (excluding any animals specified under **category 2**), **NFU Mutual** will be liable for only that proportion of the amount otherwise payable under such item that the total number of animals stated to be insured bears to the number owned.

### 2. Cancellation

If during the currency of this policy any change is made in the legislation governing the control of tuberculosis and tuberculosis compensation payments, **NFU Mutual** may cancel this section by giving 7 days notice in writing to the Insured.