

YOUR POLICY DOCUMENT

# LUCKPENNY INSURANCE



**NFU Mutual**  
INSURANCE | PENSIONS | INVESTMENTS

## 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, the 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 the 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.



Steve Bower, Customer Services Director  
The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

## How to Make a Claim

Before contacting US, please read the policy document.

If anything happens that may give rise to a claim:

1 if YOU are the policyholder, YOU must tell US as soon as possible. Please call YOUR insurance advisor, whose telephone number is shown on the schedule, giving YOUR name and policy number.

If a claim is being made against YOU:

- a) do not respond to any writ, letter, claim or other documentation;
- b) send any writ, letter, claim or other documentation to US without delay;
- c) do not admit, repudiate or negotiate any claim.

2 if YOU are the PURCHASER of an animal insured YOU must immediately:

- a) obtain veterinary assistance;
- b) inform US, by contacting YOUR local office (or the office that issued the policy, if YOU know it);  
quoting:
  - the date and place of purchase;
  - the vendors name (and policy number, if YOU know it);
  - the lot number.

## **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 this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the Regional Office which issued this policy, or in writing. YOU can also use OUR website [nfumutual.co.uk/complaints](http://nfumutual.co.uk/complaints) to find out more information or to make a complaint. If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** or **0300 123 9123**.

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

### **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](http://www.fscs.org.uk) or by calling **0800 678 1100**.

### **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 Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on 0800 111 6768. OUR Financial Services Register number is 117664.

### **Duplicate Policy**

If YOU require a duplicate policy or schedule, please contact YOUR local NFU Mutual office (or the office that issued the policy, if YOU know it).

### **Privacy Policy**

To find out more about how WE use YOUR personal information and YOUR rights, please go to the privacy policy on our website.

## **Fraud Prevention and Detection**

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

## **Your Obligations**

This policy contains terms including special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy. Please read YOUR policy for full details of YOUR obligations.

**Alteration in Risk** – Advising us of any alteration in risk.

**Reasonable Precautions** – Taking reasonable precautions to avoid loss or damage.

## 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 lowercase will have their natural and normal meaning.

### GEOGRAPHICAL LIMITS

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

### PERIOD OF INSURANCE

Three calendar months from 'fall of hammer'.

### 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 the schedule as the Policyholder.

## 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.

## **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 anything 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 carcass (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.

## 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 price paid for the insured animal. This is the sum insured for the insured animal shown on the 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.

**[www.nfumutual.co.uk](http://www.nfumutual.co.uk)**

The National Farmers Union Mutual Insurance Society Limited (No. 111982).  
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.  
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the Prudential Regulation Authority. A member of the Association of British Insurers.  
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