ANIMAL MORTALITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us,” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. – DEFINITIONS.

A. COVERAGE

1. We will pay for the loss of a “Covered Animal” caused by:
   a. DEATH due to an accident, injury, sickness, or disease, or
   b. “THEFT,”

   Which occurs during the Policy Period shown in the Declarations and results from any cause not listed in the Exclusions.

   We will extend this policy to pay for the Death of a “Covered Animal” occurring within 30 days after the Policy Period ends, if Death results from a cause not listed in the Exclusions that occurred or commenced, and was reported to us, during the Policy Period.

2. We will not pay for the loss of any animal which:
   a. Is being used for any purpose other than the Use indicated on the Declarations, Schedule(s), or Endorsement(s).
   b. Dies as a result of an injury, sickness or disease that occurred or commenced before coverage under this policy began.
   c. Is not under daily care and supervision.

3. Renewal Protection (for Horses and Cattle only)

   We agree to renew coverage on any “Covered Animal” suffering from a life threatening injury, sickness, or disease if:
   a. (1) For Horses, the animal is under 15 years of age, or
       (2) For Cattle, the animal is under 8 years of age, and

   We agree that we will not reduce the Limit of Insurance on the “Covered Animal” as long as the animal’s condition is life threatening.

   We agree that the renewal premium charged for any “Covered Animal” under this Renewal Protection shall be the same as our standard rate for an animal of like age, sex, and use.

   If we and you disagree as to whether the injury, sickness, or disease is, or continues to be, life threatening to the “Covered Animal,” either may make written demand for such dispute to be submitted to a panel composed of three licensed veterinarians whose majority decision will be binding. One veterinarian will be chosen by you, one will be chosen by us. These two selected veterinarians will choose the third veterinarian as an umpire. If the selected veterinarians are unable to choose a third
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veterinarian, the selection will be made by the American Arbitration Association in accordance with its standard procedures and rules. Each party will pay its selected veterinarian and bear equally the cost for the third veterinarian and umpire.

This Renewal Protection will cease upon the earliest of the following:

a. Such time as the injury, sickness, or disease is no longer life threatening to the “Covered Animal”,

b. You sell, trade, or transfer your interest, in whole or in part, in the “Covered Animal”,

c. The first policy anniversary after the “Covered Animal” reaches:
    (1) Age 15, for horses, or
    (2) Age 8, for cattle, or

d. The policy is cancelled.

B. EXCLUSIONS

We will not pay for loss caused by or resulting from any of the following.

1. Neglect in providing the “Covered Animal” with proper care and treatment.

2. Loss of use, loss of market, or any other consequential loss.

3. Reduction in value caused by any “Covered Animal” becoming unfit or incapable of fulfilling the functions or duties for which it is kept or intended.

4. Any elective or performance related surgical procedure, including while the “Covered Animal” is being prepared for or undergoing such surgical procedure.

But, this Exclusion does not apply:

a. To “Routine Castration” of a “Covered Animal” five years of age or less, or

b. If we give our prior approval for the operation and issue an Endorsement, and you pay us an additional premium, if required.

5. Any act committed:

a. By you or at your direction, and

b. With the intent to cause a loss.

C. GENERAL CONDITIONS

1. Treatment for the “Covered Animal”

In the event of injury to, sickness of, or disease in the “Covered Animal,” you must, at your expense:

a. Employ a veterinarian to give medical care,

b. Give proper care and use every means possible to save the life of the “Covered Animal,” and

ANIMAL MORTALITY COVERAGE FORM

But, we will cover the intentional destruction of a “Covered Animal” which is suffering from an irreversible and incurable condition when such condition:

a. Results from a cause not listed in the Exclusions, and

b. The intentional destruction is necessary for humanitarian purposes.

Prior to such destruction, you must have our consent or the certification of a licensed veterinarian that intentional destruction was immediately required.

6. Unauthorized instructions to transfer a “Covered Animal” to any person or to any place.

7. Seizure or destruction of a “Covered Animal” by order of governmental authority.

8. a. Any weapon employing atomic fission or fusion, or

b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for death of a “Covered Animal” caused by resulting fire.

c. (1) War, including undeclared or civil war,

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents, or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. Examinations and Inspections of the “Covered Animal”

We have the right, but are not obligated to:

a. Make examinations and inspections of the “Covered Animal” at any time,

b. Give you reports on the conditions we find, and

c. Recommend changes.

Any examinations, inspections, reports, or recommendations relate only to insurability and the premiums to be charged. Such examinations or inspections are not safety inspections of your premises or operations. We do not undertake any duty to provide for the health or safety of any person or animal. And we do not represent or warrant that conditions:

a. Are safe or healthful, or

b. Comply with laws, regulations, codes, or standards.

This condition applies not only to us, but also to any person or organization that makes insurance examinations, inspections, reports, or recommendations on our behalf.

3. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized on behalf of all insured to agree with us on changes in the terms of this policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

4. Transfer Of Your Rights And Duties Under This Policy

If you sell, trade, or transfer your ownership, or any part of your ownership interest, in the “Covered Animal” insured under this policy, coverage under this policy is void as respects any animal(s) sold, traded, or transferred.

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of the “Covered Animal” will have your rights and duties but only with respect to such animal(s).

5. Premiums

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums, and

b. Will be the payee for any return premiums we pay.

6. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period and up to three years afterward.

7. Concealment, Misrepresentation, Or Fraud

This policy is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

a. This policy,

b. The “Covered Animal,”

c. Your interest in the “Covered Animal,” or

d. Any claim under this policy.

8. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

a. There has been full compliance with all the terms of this policy, and

b. The action is brought within 2 years after you first have knowledge of the loss.

9. No Benefit To Bailee

No person or organization, other than you, having custody of the “Covered Animal” will benefit from this insurance.
10. Abandonment
There can be no abandonment of any "Covered Animal" to us.

11. Coverage Territory
We will only pay for loss that occurs while the "Covered Animal" is located in:
   a. The United States of America, or
   b. Canada.

D. LOSS CONDITIONS

1. Duties In The Event Of Loss
You must see that the following are done in the event of loss to a "Covered Animal":
   a. Notify the police if a "Theft" of a "Covered Animal" may have occurred, or if any other law may have been broken.
   c. As soon as possible, give us a description of how, when, and where the loss occurred.
   d. In the event of Death of a "Covered Animal," you must have a licensed veterinarian perform an autopsy as soon as possible to determine the cause of Death and provide us with a report. You must pay for this examination.
   e. Unless we give our permission, you may not dispose of the carcass of a "Covered Animal" until we examine or inspect such carcass. But this clause does not apply if such disposal is required by law or ordinance.
   f. If requested, permit us to question you under oath, at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
   g. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

h. Cooperate with us in the investigation or settlement of the claim.

2. Loss Payment
We will pay or make good any loss covered under this policy within 30 days after:
   a. We reach agreement with you,
   b. The entry of final judgment, or
   c. The filing of an arbitration award.

We will not be liable for any part of a loss that has been paid or made good by others.

3. Other Insurance
If you have other insurance covering the same loss as the insurance under this policy, this policy is void, whether you can collect on the other insurance or not. But, if we have endorsed this policy stating that such other insurance is permitted, we will pay the proportion of any loss that the amount due from this policy bears to the total amount of all insurance.

4. Recoveries
Any recovery or salvage on a loss will accrue entirely to our benefit until the sum paid by us has been made up.

5. Fully Earned Premium After Loss
If we pay for the loss of a "Covered Animal," we will retain the premium for that animal shown in the Declarations, Schedule(s), or Endorsement(s) as it will be fully earned at the time of loss.

6. Transfer of Rights of Recovery Against Others To Us
If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

E. LOSS DETERMINATION

1. Claiming, Selling, or Combination Races
When the "Covered Animal" is:
   a. Indicated as a racing horse in the Declarations, Schedule(s), or Endorsement(s), and
b. If we cancel this policy, we will mail or deliver to the first Named Insured written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or

   (2) 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. Your coverage under the policy will end on that date.

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

   (1) Cancelled by us or at our request, or

   (2) Cancelled but rewritten with us in our company group.

c. If the policy is cancelled at the request of the first Named Insured, and is other than a cancellation described in b. above, we will refund 90% of the pro rata unearned premium. However, we will not refund:

   (1) The minimum premium shown in the Declarations, or

   (2) Any premium which becomes fully earned at the time of loss of a “Covered Animal.”

d. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. DEFINITIONS

1. “Covered Animal” means the animal(s) listed and described in the Declarations, Schedule(s), or Endorsement(s).
2. “Theft” means the theft or conversion of a “Covered Animal” during the Policy Period.

But “Theft” does not include loss caused by or resulting from:

a. Straying, escape, or mysterious disappearance,

b. Voluntary parting with any animal(s) whether or not induced to do so by any fraudulent scheme, trick, device, or false pretense, or

c. Acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation.

3. “Routine Castration” means the excision of the testicle(s) of a male “Covered Animal,” but does not include the removal of any testicle retained in the abdomen.