

# LIVESTOCK INSURANCE POLICY WORDING

## Introduction

This Policy (and the Certificate of Insurance which forms an integral part of the Policy) is a legal contract. It needs to be examined thoroughly to ensure it meets YOUR requirements. If it does not meet YOUR requirements YOU must contact YOUR Insurance Advisor without undue delay.

### Duty of Reasonable Care

YOU have a duty to take reasonable care not to make a misrepresentation. This means that:

- The information provided by YOU is true;
- All questions have been answered honestly;

to the best of YOUR knowledge and belief. This is because WE have relied on the information and statements which YOU have provided to US. Any failure in YOUR duty to take reasonable care not to make a misrepresentation may result in:

- The Policy being cancelled from the start of the PERIOD OF INSURANCE to which the misrepresentation relates.
- YOUR claim being rejected or not fully paid.

The duty applies:

- Prior to the acceptance of the initial quote for this Policy;
- When any SUBSEQUENT PERIOD is agreed; and
- Where there are any changes, during any PERIOD OF INSURANCE to existing, or new, information or statements.

Examples of what YOU need to tell US:

- The ANIMAL being castrated or spayed;
- If the ANIMAL fails to reach its Sum Insured at a public or private auction;
- The location of the ANIMAL changes.

### WE and YOU agree that:

This Policy, Certificate of Insurance and any Memoranda, WE may issue, shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

WE will provide the Insurance described in this Policy, which are shown in the Declarations subject to the terms and conditions contained in this wording and any related documents for the PERIOD OF INSURANCE shown in the Certificate of Insurance and any SUBSEQUENT PERIOD for which YOU shall pay and WE shall agree to accept the premium.

The use of the word "his" "him" or "he" means: his, him, he, her, hers, she, their, them or they, as applicable.

## WHAT TO DO IN THE EVENT OF A CLAIM

Claims must be advised to:

**Cunningham Lindsey**  
**Toll free: 866-287-1699**  
**Email: aegis\_livestock@cl-uk.com**

**Any breach of any of these conditions may render YOUR claim, to which the breach relates, null and void.**

These are YOUR claim conditions:

YOU must co-operate with US in handling and resolving any claim under this Policy and where requested submit to an examination under oath.

### SECTION A: MORTALITY

1. In the event of the ANIMAL(S) suffering from any INJURY, lameness, ILLNESS, disability or abnormality whatsoever, YOU shall, as soon as possible, at YOUR own expense employ a VET and the VET must attend the ANIMAL(S) at the earliest opportunity.
2. YOU must notify US, as soon as possible, of any incident or event that could give rise to a claim so we may be given the opportunity to appoint our VET to assess the potential claim:
  - a. Contact the person(s) named above who will provide YOU with a claim notification form.
  - b. Where required by US, YOU must allow for the removal of the ANIMAL(S) for treatment.
3. In the case of a claim for MORTALITY:
  - a. WE will send YOU a claim form.
  - b. YOUR VET must also complete the claim form or provide a detailed veterinary report.
  - c. YOU must provide, US or OUR representative access to any person(s), copies or originals of:
    - i. Evidence of YOUR legal ownership of or interest in the ANIMAL(S).
    - ii. All veterinary records whether held by YOU or by any VET or other third parties.
    - iii. Particulars and details of the ANIMAL(S) affected, their MARKET VALUE and all information relating to the cause of MORTALITY, including all salvage receipts and other evidence as may be required by US or OUR representatives.
4. If YOUR ANIMAL dies or is subject to HUMANE DESTRUCTION, YOU must arrange for a POST MORTEM to be carried out by YOUR VET to verify the cause of death, such POST MORTEM is at YOUR own expense and where applicable verify that the HUMANE DESTRUCTION could not wait for OUR VET to be appointed.
5. YOU shall allow US the opportunity of a POST MORTEM to be carried out by OUR VET at OUR expense.
6. After receiving permission from US, YOU shall arrange for the removal and disposal of the remains of YOUR ANIMAL(S) at YOUR own expense, unless Endorsement A3 is shown as included in the Declarations. WE are entitled to receive any money recoverable by YOU in excess of the removal and disposal costs if the remains are sold.

### IMPORTANT NOTES:

1. In the case of HUMANE DESTRUCTION. YOU must get OUR agreement prior to the ANIMAL(S) being humanely destroyed.
2. The Policy Condition for a POST MORTEM may be waived, but only in circumstances where WE have agreed to this, prior to the destruction of the ANIMAL(S).

**ENDORSEMENT A1: LOSS OF USE  
(INFERTILITY) INJURY**

**ENDORSEMENT A2: LOSS OF USE  
(INFERTILITY) LAMENESS OR ILLNESS**

**ENDORSEMENT A3: LOSS OF USE  
(INFERTILITY) LAMENESS, ILLNESS OR  
ABNORMALITY**

1. In the event of the ANIMAL suffering from any INJURY, lameness, ILLNESS, disability or abnormality whatsoever, YOU shall, as soon as possible, at YOUR own expense employ a VET and the VET must attend the ANIMAL at the earliest opportunity.
2. Where the ANIMAL is physically capable, YOU must arrange for a full breed evaluation including a semen test, at YOUR own expense.
3. YOUR VET will need to complete the claim form or provide a detailed veterinary report in respect of:
  - a. Endorsement A1:
    - i. Details of the INJURY which is causing the INFERTILITY, treatment and the prognosis of recovery.
  - b. Endorsement A2:
    - i. Details of the lameness or ILLNESS which is causing the INFERTILITY, treatment and the prognosis of recovery.
    - ii. YOUR VET must also confirm that the ANIMAL has proven itself to be fertile, willing and capable of serving FEMALES by getting at least one FEMALE pregnant in its first breeding season.
  - c. Endorsement A3:
    - i. Details of the lameness, ILLNESS or abnormality which is causing the INFERTILITY, treatment and the prognosis of recovery.
    - ii. YOUR VET must also confirm that the ANIMAL has proven itself to be fertile, willing and capable of serving FEMALES by getting at least one FEMALE pregnant in its first breeding season.
4. Once this initial report has been received WE will appoint OUR own VET, who will discuss the case with YOUR VET.
5. The ANIMAL must be given at least 12 WEEKS to attempt a recovery, from when YOU advised US of the potential

Loss of Use (INFERTILITY), unless WE agree otherwise.

6. Once WE have agreed that the Loss of Use (INFERTILITY) is PERMANENT and WE give permission to dispose of the ANIMAL, the ANIMAL must be disposed of to the best possible financial advantage and the amount so obtained, or the amount which could have been obtained, will reduce OUR liability.
7. YOU must provide US with details of the ANIMAL(S) MARKET VALUE and all salvage receipts or other evidence as may be required.

**IMPORTANT NOTE:**

**The Loss of Use (INFERTILITY) must be PERMANENT and must not just merely be a reduction. OUR VET must agree that there is absolutely no hope of improvement.**

**ENDORSEMENT A4: TEMPORARY  
INFERTILITY (BULLS ONLY)**

YOU must provide US with fully itemized invoices and full justification for the costs and expenses being claimed.

**ENDORSEMENT A5: DEBRIS REMOVAL  
EXTENSION**

YOU must provide US with an invoice with a breakdown of the costs to remove and dispose of the ANIMAL'S body.

**IMPORTANT NOTE:**

**There is no cover unless OUR liability has been admitted under Section A.**

**SECTION B: EMBRYO AND SEMEN**

1. YOU must notify US as soon as possible of any incident or event that could give rise to a claim, by contacting the person(s) named above, providing:
  - a. Full details of the situation; and
  - b. Contact details so that a loss adjuster may be able to contact YOU.
2. YOU must:
  - a. Carefully log the sequence of events as they unfold, recording the time and action taken by YOU.
  - b. Preserve all records for subsequent examination by OUR representatives.
  - c. Where possible, take photograph(s) and/or video of YOUR loss.
3. YOU must not dispose of the

PROPERTY until instructed to do so by US or OUR representatives. YOU must leave the PROPERTY in the location where the loss occurred. If YOU have to move or dispose of the PROPERTY, YOU must record the details of the PROPERTY being moved or disposed of and it must be certified by an independent third party.

4. YOU must at all times cooperate with US and OUR representatives in the adjustment and investigation of any claim or potential claim, providing US and OUR representatives with access to any person(s), information, records and documents they may require.
5. At YOUR own expense take all reasonable precautions to prevent further loss of the PROPERTY.

## GENERAL POLICY EXCLUSIONS

### These exclusions apply to the whole Policy at all times

This Policy does not cover claims directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

1. Malicious or wilful injury or criminal or intentional acts or omissions by YOU, YOUR family, representatives, agents, employees, VET, bailees, where applicable the PURCHASER or other persons who have care, custody or control of the ANIMAL(S).  
or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or to the similar peaceful purposes
2. Failure by YOU, YOUR family, representatives, agents, employees, bailees, where applicable the PURCHASER or other persons who have care, custody or control of the ANIMAL(S) to provide proper care and attention for the ANIMAL(S) at all times.  
e. Any chemical, biological, biochemical or electromagnetic weapon
3. Pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
5.
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - d. The radioactive, toxic, explosive
6. Confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter.
7. War, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.
8. Any Act of Terrorism, where an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

In any claim, and in any action, suit or proceeding to enforce a claim, under this Policy the burden of proving that a claim does not fall within Exclusion 4, 5, 6, 7 and 8 shall be upon YOU.

## GENERAL POLICY CONDITIONS PRECEDENT

**These conditions precedents apply to the whole Policy at all times.**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. Section A:  
At the start date of this Policy, the ANIMAL(S) is in sound health and free from any INJURY, lameness, ILLNESS, disability or abnormality whatsoever.
  - symptoms or signs of lameness, ILLNESS, disability or abnormality, appoint a VET. This is at YOUR expense.
  - ii. Ensure that the VET attends the ANIMAL(S) as soon as is practical.
2.
  - a. Sections A:  
YOU are the sole owner of the ANIMAL(S), or have a financial interest in the ANIMAL(S). This Policy shall cease to cover an ANIMAL immediately when YOU sell it or part with any interest in it whatsoever, whether temporarily or permanently.
  - b. Section B:  
YOU are the sole owner of the PROPERTY, or have a financial interest in the PROPERTY. This Policy shall cease to cover the PROPERTY immediately when YOU sell it or part with any interest in it whatsoever, whether temporarily or permanently.
3. YOU shall:
  - a. Section A and B
    - i. At all times provide proper care and attention for the ANIMALS or PROPERTY. In respect of the ANIMALS this is in accordance with the provincial legislation concerning animal welfare and, and the relevant codes, issued by NFACC for the care and handling of farm animals.
    - ii. Use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish the risk of INJURY, lameness or ILLNESS to the ANIMALS or damage to PROPERTY at YOUR own expense.
  - b. Section A
    - i. Immediately, at the time of an INJURY occurring or the first
4. The ANIMAL(S) or PROPERTY shall:
  - a. Remain within the geographical limits shown in the Declarations during the PERIOD OF INSURANCE.
  - b. Not have been used at any time during the PERIOD OF INSURANCE for a purpose which is not shown in the Declarations.
5. The building where the ANIMAL(S) or PROPERTY are kept must be maintained and kept in a good state of repair, and:
  - a. All electrical circuits are checked by a qualified electrical contractor, at least, every 3 years and any remedial work necessary is completed as soon as practicably possible;
  - b. Combustible materials are stored at least 10 meters away from the building;
  - c. Fire Extinguishing Appliances are kept in efficient working order and maintained according to manufacturers' guidelines.
6. If at the time of a claim, the Sum Insured is less than 90 per cent of the total value of such ANIMAL(S) or PROPERTY, YOU shall be considered as being YOUR OWN insurer for the difference and shall bear a rateable share of the loss accordingly. Any deductible, if applicable, shall be deducted after this condition of average has been applied.

Where only the total value of all the ANIMALS is insured, this condition of average will apply to any ANIMAL not individually declared in excess of CAD 1,000 for sheep and in excess of CAD 2,500 for all other ANIMALS, where such value is less than 90 per cent of the MARKET VALUE.

7. For as long as WE may have any liability under this Policy, WE or OUR representatives shall be allowed to inspect the ANIMAL(S) or PROPERTY at any reasonable time.

## GENERAL POLICY CONDITIONS

### These conditions apply to the whole Policy at all times

1. If any claim made under this Policy is covered by any other Insurance, WE will not pay more than OUR ratable proportion.
  - ii. If a claim is paid on any ANIMAL.
2. If YOU have any legal rights against another person in relation to YOUR claim, WE may take legal action against them in YOUR name at OUR expense. YOU must give US all the help YOU can and provide any documents WE ask for.
3. YOU must not act in a fraudulent manner. If YOU or anyone acting for YOU makes a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect, or submits a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage caused by YOUR wilful act or with YOUR connivance, then WE shall not pay the claim. WE shall not pay any other claim which has been or will be made under the Policy. WE may at OUR option declare the Policy void and WE shall be entitled to recover from YOU the amount of any claim already paid under the Policy and WE will not return any premium. We may inform the Police of the circumstances.
  - INSURANCE of 26 WEEKS or less.
  - iv. A claim is paid on any ANIMAL.
  - v. YOU or anyone acting for YOU has been dishonest or fraudulent as per General Policy Condition 3.
3. YOU must not act in a fraudulent manner. If YOU or anyone acting for YOU makes a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect, or submits a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage caused by YOUR wilful act or with YOUR connivance, then WE shall not pay the claim. WE shall not pay any other claim which has been or will be made under the Policy. WE may at OUR option declare the Policy void and WE shall be entitled to recover from YOU the amount of any claim already paid under the Policy and WE will not return any premium. We may inform the Police of the circumstances.
  - i. YOU have been dishonest or fraudulent in any dealings with US;
  - ii. YOUR VET has advised that YOU have been negligent towards any of YOUR livestock;
  - iii. YOU do not comply with any Policy Subjectivity.  
by mailing written notice to YOU at YOUR address, stating a date 4 WEEKS from the date of the notice, when cancellation will become effective. In such case WE shall return the paid premium calculated on a pro rata basis from the date of such cancellation. No return of premium shall be allowed if:
4. Cancellation:
  - a. YOU may cancel YOUR Policy at any time by writing to US. YOU must state when this instruction is to take effect, cancellation requests cannot be backdated. In which case WE shall return the paid premium calculated on a pro rata basis from the date of such cancellation. Except there is no premium refund available:
    - i. For Loss Of Use (INFERTILITY), or any Policy with a PERIOD OF
  - b. A minimum retained premium of CAD 150 applies per Policy.
  - c. WE may cancel this Policy at any time if:
    - iv. A claim is paid on any ANIMAL.
    - v. YOU or anyone acting for YOU has been dishonest or fraudulent as per General Policy Condition 3.
  - d. If YOUR Policy is cancelled all cover for YOUR ANIMAL(S) will stop on the date the Policy is cancelled and no further claims will be paid.



## GENERAL POLICY ENDORSEMENTS:

### ENDORSEMENT 1: SUBJECTIVITY CONDITION

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

**If YOU have any subjectivity outstanding at the time of a claim, this may delay the handling of YOUR claim and may even render YOUR claim, to which the subjectivity relates, null and void.**

If YOU require cover before YOU have provided US with all the information WE have requested, such as but not limited to, a Proposal Form, Statement of Fact or Veterinary Certificate, the cover provided by this Policy will be subject to the outstanding information.

Any outstanding documents or information required will be shown in the Schedule as "Subjectivities"

As these documents provide the information that is used to calculate YOUR premium, WE may agree to provide cover, subject to YOU:

1. Providing US with the information requested by the required date(s);
2. Completing any actions agreed between YOU and US by the required date(s);
3. Allowing US to complete any actions agreed between YOU and US.

If YOU do not provide US with the information requested, or if the information does not meet OUR underwriting criteria, or YOU do not confirm that any requirements have been completed by the required date, WE may:

4. Modify YOUR premium;
5. Issue a mid-term adjustment to YOUR Policy;
6. Exercise OUR right to cancel YOUR Policy, in accordance with General Policy Condition 4;
7. Require YOU to make alterations to the risk insured by the required date(s);

8. Leave the Policy terms and conditions, and YOUR premium unaltered;
9. Void the Policy, if WE discover information that would have been material to OUR acceptance of the risk.

WE will contact YOU with OUR decision and where applicable, specify the date(s) by which any actions agreed need to be completed by YOU and/or any decision by US will take effect.

OUR requirements and decisions will take effect from the date(s) specified unless and until WE agree otherwise in writing. If YOU disagree with OUR requirements and/or decisions, WE will consider YOUR comments and where WE consider it appropriate; WE will continue to negotiate with YOU to resolve the matter to YOUR and OUR satisfaction.

In the event that the matter can not be resolved:

10. YOU have the right to cancel YOUR Policy from a date agreed by YOU and US and providing no claims have been made. In accordance with General Policy Condition 4;
11. WE may, at OUR option, exercise OUR right to cancel YOUR Policy. In accordance with General Policy Condition 4.

Except where stated, all other terms, conditions and exclusions remain unaltered

**IMPORTANT NOTE: It is in YOUR best interest that YOU provide all requested information prior to terms being quoted and this Policy incepting.**

## ENDORSEMENT 2: CHANGE OF RISK CONDITION

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

It is a condition of this Policy that YOU advise US of any material changes to this Policy.

YOU must inform US:

1. In the event of the ANIMAL(S) being:

a. Castrated or spayed:

OUR liability shall automatically be reduced at midnight the day before the procedure, to the meat value of the ANIMAL(S). For ANIMAL(S) where there is no commercially active meat trade, OUR liability shall automatically be reduced to 10 per cent of the limit of OUR liability, until such time that YOU provide a new independent third party valuation, which is accepted by US in writing.

b. Entered but not sold in a public or private auction:

Where the reserve or highest amount bid:

i. Is lower than the Sum Insured, OUR liability shall automatically be reduced upon conclusion of the sale or auction to the highest amount bid for YOUR interest in the ANIMAL(S).

ii. Exceeds the Sum Insured, OUR liability will not exceed the limit shown in the Schedule. YOU may select to self insure part of YOUR interest in the ANIMAL(S) or purchase additional Insurance; however, it must be noted in this Policy. If the change exceeds 10 per cent YOU may be at risk of Policy Condition Precedent 6 applying in the event of a loss.

2. In the event of a:

a. Change in MARKET VALUE or Interest in the ANIMAL(S):

The MARKET VALUE of the ANIMAL(S) must be insured. YOU may select to self insure part of YOUR interest in the ANIMAL(S) or purchase

additional Insurance; however, it must be noted in this Policy. If the ANIMAL'S MARKET VALUE, or YOUR percentage interest in the ANIMAL(S) changes during the PERIOD OF INSURANCE, OUR liability will not exceed the limit shown in the Schedule. If the change exceeds 10 per cent YOU may be at risk of Policy Condition Precedent 6 applying in the event of a loss.

b. Change in location:

The ANIMALS are insured whilst at the location shown in the Declarations, while short transits within the course of YOUR NORMAL business will be included, any permanent (more than 1 WEEK) change in the location of the ANIMAL(S) must be notified to US.

c. Transit

Any transit outside of the NORMAL course of YOUR business must be advised to US. The ANIMAL is insured whilst at the location shown in the Schedule.

Where OUR liability is reduced under this Condition, YOU shall be entitled to a return premium on the amount by which the limit of OUR liability has been reduced, calculated on a pro rata basis from the date of such reduction occurring. There is no return premium in the event of a claim being paid.

Where WE agree to increase the Sum Insured, WE will require an additional premium and may require additional information, such as but not limited to, a veterinary certificate. In addition to this, specific Policy conditions and or exclusions, such as but not limited to, Section A Exclusion 2 may apply for the increase in the Sum Insured but these will be detailed in any Memoranda WE issue.

All other terms, conditions and exclusion remain unaltered.

## DEFINITIONS

**ABORTION, PREMATURE CALVING** means the process of giving birth, which takes place less than 271 days after service, or 265 days after implantation or transfer of an **EMBRYO**.

**ACCIDENT, ACCIDENTAL** means a sudden, unexpected, unusual, and specific event, which occurs without warning at an identifiable time and place during the **PERIOD OF INSURANCE** and is unforeseen and unintended.

**ANIMAL, ANIMALS, ANIMAL(S)** means the item or items shown in the Declarations which shall include any whole or part interest therein, to the extent of such interest.

**AVIAN INFLUENZA** means a viral infection caused by a group of viruses known as type A influenzas.

**BARREN** means failure to reproduce from any cause in **FEMALES**, which are neither pregnant nor maiden at the start of the breeding season covered by this Policy.

**CONTAINER** means a bottle or flask having a vacuum between its inner and outer walls, designed to maintain the desired temperature of the **PROPERTY**.

**CALVING** means the act of **PARTURITION, ABORTION OR PREMATURE CALVING**, and any associated complications, whether primary or secondary conditions, first occurring post calving for a period of 4 **WEEKS** after the end of **PARTURITION**.

**EMBRYO** means a fertilised ovum in its early stages of development before it has reached a distinctively recognisable form; between the first divisions of the zygote until it becomes a foetus.

**FEMALE, FEMALES** means a cow, ewe or hembre used for breeding, none of which are maiden, have been **BARREN** in the two years proceeding this breeding season or exceed 8 years of age or in the case of ewes exceed 6 years of age.

**FLOOD** means an invasion by a large volume of water caused by a rapid build up or sudden release of water where the **ANIMAL** is kept.

**HUMANE DESTRUCTION** means that:

- i. The **ANIMAL** has suffered from:
  - a. An **INJURY**;
  - b. An excessively painful lameness or **ILLNESS**;and a **VET** appointed by **US** certifies that the **ANIMAL'S** suffering is incurable and so excessive that immediate destruction is imperative for humane reasons.
- ii. The **ANIMAL** has suffered from:
  - a. An **INJURY**;and a **VET** appointed by **YOU** certifies, and verifies by **POST MORTEM**, that the **INJURY** the **ANIMAL** has suffered is incurable and so excessive that immediate destruction is imperative for humane reasons and could not have waited for the appointment of a **VET** by **US**.

**IATA** means International Air Transport Association.

**ILLNESS** means a sickness or disease as diagnosed by **YOUR VET**.

**IMPOTENT, IMPOTENCY** means the failure of the **ANIMAL** to achieve intromission.

**INFERTILE, INFERTILITY** means the **ANIMAL** is sterile.

**INJURY** means an identifiable physical harm resulting solely and directly from an **ACCIDENT** and not a change in the **ANIMAL'S NORMAL** health that happens over a period of time or is gradual in nature.

**MARKET VALUE** means the lesser of:

- i. The limit per **ANIMAL** in respect of that type of **ANIMAL** as shown in the Schedule; or
- ii. In respect of breeding stock, the average published local market value, over 4 **WEEKS** immediately prior to the relevant **MORTALITY** of the **ANIMAL(S)** unless otherwise stated, for **ANIMAL(S)** of a similar type; or

- iii. In respect of production/sale ANIMALS, the average published local market value, over 4 WEEKS immediately prior to the relevant MORTALITY of finished ANIMALS of the same type that have recently completed a similar growing program, unless otherwise stated. For unfinished ANIMALS, the MARKET VALUE will be reduced in relation to live weight gained.
- a. Finished ANIMALS are those which have completed a full production cycle; whereas
  - b. Unfinished ANIMALS are those which have not completed a full production cycle.

MEDICATION means any drug, hormone, vitamin, protein or other substance for use on the ANIMAL(S) under the direction of a VET, other than unadulterated food or drink.

MORTALITY means the death or HUMANE DESTRUCTION of an ANIMAL.

NAMED PERIL means the events listed in the Declarations.

NFACC means National Farm Animal Care Council.

NORMAL, NORMALLY means the condition that would have existed had no loss occurred.

OIE means World Organisation for Animal Health

PARTURITION (for cattle) means the process of giving birth, which occurs at the end of the gestation period, which takes place more than 271 days after service or 265 days after implantation or transfer of an EMBRYO.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT, PERMANENTLY means the period of time where the condition of the ANIMAL is beyond hope of any improvement, as agreed by OUR VET. This is also an undefined term, only where shown in capital letter is this term defined.

POST-MORTEM means a necropsy examination, made by a VET to establish the

identity of the ANIMAL, verify the cause of MORTALITY and in the case of HUMANE DESTRUCTION as a direct result of INJURY without OUR approval verify that the destruction could not have waited for the appointment of OUR VET.

PROPERTY means either EMBRYO or SEMEN shown in the Declarations. This is also an undefined term, only where shown in capital letters is this term defined.

REPLACEMENT VALUE means the lesser of the:

- i. Value per EMBRYO or per straw/breeding of SEMEN shown in the Schedule; or
- ii. Actual cost of replacing the EMBRYO or SEMEN.

SEMEN means fluid discharged at ejaculation in the male, including spermatozoa and diluters or extenders. This is also an undefined term, only where shown in capital letters is this term defined.

STORM means a period of violent weather defined as

- i. Wind speeds with gusts of at least 48 knots (55mph, equivalent to Storm Force 10 on the Beaufort Scale); or
- ii. Torrential rainfall at a rate of at least 25mm per hour; or
- iii. Snow to a depth of at least 1 foot in 24 hours; or
- iv. Hail of such intensity that it causes damage to hard surfaces or breaks glass.

SUBSEQUENT PERIOD means YOUR Policy has renewed for a new Insurance period. WE retain the right to amend the terms of the Policy at the end of each PERIOD OF INSURANCE.

VET means a person with a currently valid license, issued by the appropriate governing agency, allowing him to practice veterinary medicine.

WE, US, OUR means certain Underwriters at Lloyd's.

WEEK means a consecutive 7 day period.

YOU, YOUR means the person(s), partnership, corporation or organisation shown in the Declarations, or anybody acting on YOUR behalf and with YOUR consent.

## SECTION A: MORTALITY

**Note: This Section is only covered when shown as included in the Description of Coverages.**

## SECTION A: EXCLUSIONS

**Note: These Exclusions apply when any part and/or endorsement are shown in the Policy Declarations where Section A is "Insured".**

This Policy does not cover:

1. Intentional slaughter of the ANIMAL(S) whether by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter or otherwise.
2. Any pre-existing condition:
  - a. Where any symptoms or signs of an INJURY, lameness, ILLNESS, disability or abnormality occurred or existed in any form prior to the Policy start date.
  - b. For a latent infectious ILLNESS that manifests itself within a known incubation period after the start date, indicating clear evidence that the ILLNESS had existed prior to the Policy start date. This Exclusion will not apply once the 4 WEEK waiting period of Part 2 has passed or if this is a SUBSEQUENT PERIOD.
  - c. Where any lameness, ILLNESS, disability or abnormality has occurred in any body part or organ of which the ANIMAL has more than one. Where such condition then occurs in another body part or organ, it shall be considered as one lameness, ILLNESS, disability or abnormality and will not be covered by this Policy.
3. Losses which are parasitic in nature, unless, YOU can prove that the ANIMAL(S) was subject to a control program, approved by YOUR VET and all treatments are up to date, without any lapse.
4. Poisoning caused directly or indirectly by YOU, YOUR family, representatives, agents, employees, bailees, or other persons who have care, custody or control of YOUR ANIMAL(S).
5. AVIAN INFLUENZA or any mutant variation.
6. In the case of FEMALES, this Policy does not cover any EMBRYO within the FEMALE or for any of her offspring, unless such EMBRYO or offspring is separately insured under this Policy.
- h. Is currently or was previously being controlled by MEDICATION.

Any INJURY, lameness, ILLNESS, disability or abnormality may be considered pre-existing whether or not it:

- d. Was specifically diagnosed by a VET;
- e. Was treated by a VET;
- f. Is in remission at the time YOU applied for this Insurance;
- g. Is seasonal in nature, even if in remission at the time YOU applied for this Insurance.

## PART 1: MORTALITY INJURY

**Note: This Part is only covered when shown as included in the Description of Coverages.**

### **Insuring Agreement**

WE agree that, subject to the terms, conditions and exclusions set forth in this Policy, in the event of MORTALITY of the ANIMAL(S) as a direct result of an INJURY that first occurs during the PERIOD OF INSURANCE, WE will pay YOU in respect of the MARKET VALUE of the ANIMAL(S) provided that MORTALITY occurs during the PERIOD OF INSURANCE.

Provided that a SUBSEQUENT PERIOD has been agreed and YOU tell US prior to the SUBSEQUENT PERIOD being agreed of an INJURY occurring, this Policy shall not be limited to the policy end date, and WE will provide cover if MORTALITY occurs up to 4 WEEKS after the Policy end date.

### **Exclusions**

This Policy does not cover MORTALITY directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

1. Any surgical operation unless conducted by a VET and certified by him to have been necessitated solely by an INJURY and to have been carried out in an emergency to save the ANIMAL'S life.
2. The giving of any MEDICATION unless in accordance with the manufacturers' recommendations and approved by the local authorities and certified by the VET to have been of a prophylactic nature or necessitated by an INJURY.
3. Where:
  - a. The INJURY did not first occur during the PERIOD OF INSURANCE;
  - b. YOU did not notice that an INJURY had occurred during the PERIOD OF INSURANCE;
  - c. YOU do not, as soon as possible, at the time of the INJURY occurring, appoint a VET;
  - d. The VET does not attend the ANIMAL(S) as soon as is practical.

4. HUMANE DESTUCTION unless certified by YOUR VET and a POST MORTEM verifies:
  - a. The cause of MORTALITY; and
  - b. That the destruction could not have waited for the appointment of OUR VET.
5. MORTALITY occurring in the first 72 hours from the Policy start date. The date of such losses shall be determined by the date the INJURY occurred.

This Exclusion does not apply if this is a SUBSEQUENT PERIOD or the Policy is purchased "Fall of Hammer".
6. MORTALITY outside of the PERIOD OF INSURANCE unless a SUBSEQUENT PERIOD has been agreed.

## **PART 2: MORTALITY LAMENESS OR ILLNESS**

**Note: This Part is only covered when shown as included in the Description of Coverages.**

### **Insuring Agreement**

WE agree that, subject to the terms, conditions and exclusions set forth in this Policy, in the event of MORTALITY of the ANIMAL(S) as a direct result of a lameness or ILLNESS where the first symptoms or signs are observed by YOU during the PERIOD OF INSURANCE, WE will pay YOU in respect of the MARKET VALUE of the ANIMAL(S) provided that MORTALITY occurs during the PERIOD OF INSURANCE.

Provided that a SUBSEQUENT PERIOD has been agreed and YOU tell US prior to the SUBSEQUENT PERIOD being agreed of a lameness or ILLNESS occurring, this Policy shall not be limited to the Policy end date, and WE will provide cover if MORTALITY occurs up to 4 WEEKS after the Policy end date.

### **Exclusions**

This Policy does not cover MORTALITY directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

1. Any surgical operation unless conducted by a VET and certified by him to have been necessitated solely by a lameness or ILLNESS and to have been carried out in an emergency to save the ANIMAL'S life.
2. The giving of any MEDICATION unless in accordance with the manufacturers' recommendations and approved by the local authorities and certified by the VET to have been of a prophylactic nature or necessitated by lameness or ILLNESS.
3. Where:
  - a. The lameness or ILLNESS did not first occur during the PERIOD OF INSURANCE;
  - b. The first symptoms or signs of a lameness or ILLNESS were not observed by YOU during the PERIOD OF INSURANCE;
  - c. YOU do not appoint a VET

- d. immediately, when YOU first observe the symptoms or signs of any lameness or ILLNESS;
- d. The VET does not attend the ANIMAL as soon as is practical.

4. HUMANE DESTRUCTION without OUR prior agreement.
5. MORTALITY occurring in the first 4 WEEKS from the Policy start date. The date of such losses shall be determined by the date the first symptoms or signs are observed by YOU. This exclusion does not apply if this is a SUBSEQUENT PERIOD or this Policy is purchased "Fall of Hammer".
6. MORTALITY occurring outside the PERIOD OF INSURANCE, unless a SUBSEQUENT PERIOD has been agreed.



### **PART 3: MORTALITY NAMED PERILS**

**Note: This Part is only covered when shown as included in the Description of Coverages.**

#### **Insuring Agreement**

WE agree that, subject to the terms, conditions and exclusions set forth in this Policy, in the event of MORTALITY of the ANIMAL(S), resulting from an ACCIDENTAL and visible cause as a direct result of a NAMED PERIL, shown as included in the Declarations, which first occurs during the PERIOD OF INSURANCE, WE will pay YOU in respect of the MARKET VALUE of the ANIMAL(S) provided that MORTALITY occurs within 72 hours from the time of the NAMED PERIL occurring.

**Note: The NAMED PERILS listed below are only covered when shown as included in the Description of Coverages.**

#### **Event A**

MORTALITY caused directly by:

1. Fire, excluding fire caused by:
  - a. A process involving the deliberate application of heat.
  - b. Electrical plant or appliances
    - i. Over-running
    - ii. Short circuiting and/or
    - iii. Self heating

But this will not exclude MORTALITY arising from the spread of fire.

- c. Earthquake or subterranean fire.
- d. Riot or civil commotion
2. Explosion or implosion but excluding losses caused by the explosion or implosion of a boiler, economiser or vessel under pressure (or its contents).
3. Spontaneous combustion.
4. Impact by aircraft or other aerial device or articles dropped from them.

#### **Event B**

MORTALITY caused directly by STORM (including hail or weight of snow), excluding losses:

1. Caused by:

- a. The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; or
  - b. Inundation or storm surge from the sea whether resulting from the STORM or otherwise;
  - c. Frost, subsidence, ground heave or landslip.
  - d. Damage to buildings not being maintained in a good state of repair.
  - e. Damage to machinery or plant, used to sustain the ANIMALS' controlled environment, not being situated in a fully enclosed building.
2. Attributable solely to change in the water table level.

#### **Event C**

MORTALITY caused directly by FLOOD, excluding losses:

1. Attributable solely to change in the water table level.
2. Caused by frost, subsidence, ground heave or landslip.
3. The unexpected escape of water from any tank, apparatus or pipe.
4. Water discharge or leaking from an installation of automatic sprinklers.

#### **Event D**

MORTALITY caused by the direct impact by any vehicle not belonging to or under the control of YOU, YOUR family, representatives, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL(S), but excluding MORTALITY resulting from theft or attempted theft, unless Endorsement A6 is included under the Endorsements shown as included in the Declarations.

#### **Event E**

MORTALITY caused by the unexpected escape of water from any tank, apparatus or pipe but excluding losses caused by water discharge or leaking from an installation of automatic sprinklers.

#### **Event F**

MORTALITY caused by earthquake or subterranean fire.

#### **Event G**

MORTALITY caused directly by lightning or ACCIDENTAL electrocution, but only where evidence of lightning or electrocution can clearly be seen on the ANIMAL(S) and is certified by a VET.

#### **Event H**

MORTALITY caused directly by falling trees or parts of trees, but excluding losses during a felling or lopping operation.

#### **Event I**

MORTALITY as a direct result of an INJURY where the ANIMAL has strayed from its normal confines, while on any public thoroughfare, sale yard, market or agricultural showground, excluding losses as a direct or indirect result of:

1. Being in, on, loaded onto or unloaded from, any vehicle or trailer.
2. The INJURY occurring whilst within the boundaries of the location shown in the Declarations.
3. Worrying by dogs belonging to or under the control of YOU, YOUR family, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL.

#### **Event J**

MORTALITY caused directly by worrying by:

1. Dogs not belonging to or under the control of YOU, YOUR family, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL.
2. Wild animals but excluding losses caused by predation.

#### **Event K**

MORTALITY caused directly by poisoning which is not caused by YOU, YOUR family, representatives, agents, employees, bailees, or other persons who have care, custody or control of YOUR ANIMALS but excluding losses as a direct or indirect result of feed contamination.

Where Event K is stated as "Operative" in the Schedule Section A Exclusion 4 is deleted.

#### **Exclusions**

1. This Policy does not cover MORTALITY directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
  - a. Any surgical operation unless conducted by a VET and certified by him to have been necessitated solely by a NAMED PERIL, shown in the Declarations as included, and to have been carried out in an emergency to save the ANIMAL'S life.
  - b. The giving of any MEDICATION unless in accordance with the manufacturers' recommendations and approved by the local authorities and certified by the VET to have been of a prophylactic nature or necessitated by a NAMED PERIL, shown in the Declarations as included.
  - c. Lameness or ILLNESS whether or not the MORTALITY is in any way caused by, contributed to or aggravated by any of the NAMED PERILS, shown in the Declarations as included.
  - d. ANIMALS suffering from a lameness or ILLNESS that die or are HUMANELY DESTROYED as a result of any of the NAMED PERILS, shown in the Declarations as included.
  - e. Where YOU do not appoint a VET immediately, at the time of the NAMED EVENT shown in the Declarations as included occurring and the VET does not

attend the ANIMAL(S) as soon as practical.

- f. MORTALITY occurring in the first 72 hours from the Policy start date. The date of such losses shall be determined by the date the NAMED EVENT, shown in the Declarations as included. This Exclusion does not apply where this is a SUBSEQUENT PERIOD.
2. This Policy does not cover MORTALITY 72 hours after the NAMED PERIL occurring.

## SECTION A ENDORSEMENTS

### ENDORSEMENT A1: LOSS OF USE (INFERTILITY) INJURY

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy is extended to include Loss of Use (INFERTILITY) where the ANIMAL is proven to be PERMANENTLY incapable of natural service resulting solely and directly from an INJURY first occurring during the PERIOD OF INSURANCE.

In this event, WE will pay YOU the MARKET VALUE of the ANIMAL, less any salvage.

#### Exclusions

This Endorsement does not cover:

1. Losses caused directly or indirectly by any of the following events:
  - a. Faulty or substandard semen.
  - b. ILLNESS.
  - c. Lameness unless caused directly by an INJURY.
  - d. Strains of tendons or ligaments.
  - e. Reproductive disorders or abnormalities involving the scrotum, testis, epididymis, penis, ampulla, vesicular gland and prostate unless caused directly by an INJURY.
  - f. MORTALITY.
2. Losses where:
  - a. YOU do not as soon as possible, at the time of the INJURY occurring, appoint a VET;
  - b. The VET does not attend the ANIMAL as soon as is practical.
3. Loss of Use (INFERTILITY):
  - a. Occurring in the first 72 hours from the Policy start date. The date of such losses shall be determined by the date the INJURY occurred;  
This Exclusion does not apply to a SUBSEQUENT PERIOD; or where this Policy is purchased "Fall of Hammer".
  - b. Where the INJURY did not first occur during the PERIOD OF INSURANCE;
  - c. That is first observed outside of the PERIOD OF INSURANCE;

- d. That has not been agreed by OUR VET.

#### Conditions Precedent

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. The ANIMAL must be allowed at least 12 WEEKS to attempt recovery, from when YOU advised US of the potential Loss of Use (INFERTILITY), unless WE agree otherwise.
2. PERMANENT INFERTILITY, IMPOTENCY or incapability must be total INFERTILITY, IMPOTENCY, incapability or failure and not merely a reduction and must be proved to the satisfaction of OUR VET.
3. Following acceptance of a claim by US, YOU must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained, or the amount which could have been obtained, will reduce OUR liability under this Endorsement.

#### Disputes

After the 12 WEEKS for the ANIMAL to attempt recovery have passed and in the event of a dispute as to whether or not the Loss of Use (INFERTILITY) is PERMANENT, a third independent VET, appointed by agreement between YOU and US shall act as an Arbitrator. The independent VET'S decision shall be binding. The independent VET may request additional tests or that the ANIMAL is given further opportunity to recover or prove whether or not it is capable of getting stock by natural service, which is at YOUR expense. The cost of the independent VET will be at OUR expense.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A2: LOSS OF USE  
(INFERTILITY) LAMENESS OR ILLNESS**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy is extended to include Loss of Use (INFERTILITY) where the ANIMAL had proven itself to be fertile, willing and capable of serving FEMALES by getting at least one FEMALE pregnant, during its first breeding season, and is subsequently proved to be PERMANENTLY INFERTILE, IMPOTENT or incapable of natural service resulting solely and directly from lameness or ILLNESS where the first symptoms or signs were observed by YOU during the PERIOD OF INSURANCE.

In this event WE will pay YOU the MARKET VALUE of the ANIMAL, less any salvage.

**Exclusions**

This Endorsement does not cover losses:

1. Caused directly or indirectly by any of the following events:
  - a. Frostbite, Freezing or Overheating.
  - b. Infection of venereal or semi venereal character in or from the FEMALES bred.
  - c. Faulty or substandard semen.
  - d. MORTALITY.
2. Where YOU do not as soon as possible, when YOU first observe the symptoms or signs of any lameness or ILLNESS, appoint a VET and the VET does not attend the ANIMAL as soon as is practical.
3. Loss of Use (INFERTILITY):
  - a. Occurring in the first 4 WEEKS from the Policy start date. The date of such losses shall be determined by the date the first symptoms or signs are observed by YOU.  
This Exclusion does not apply to a SUBSEQUENT PERIOD or where this Policy is purchased "Fall of Hammer".
  - b. Where the lameness or ILLNESS does not first occur during the PERIOD OF INSURANCE.
  - c. That is first observed outside of the PERIOD OF INSURANCE.
  - d. That has not been agreed by

OUR VET.

**Conditions Precedent**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. The ANIMAL must be allowed at least 12 WEEKS to attempt recovery, from when YOU advised US of the potential Loss of Use (INFERTILITY), unless WE agree otherwise.
2. PERMANENT INFERTILITY, IMPOTENCY or incapability must be total INFERTILITY, IMPOTENCY, incapability or failure and not merely a reduction and must be proved to the satisfaction of OUR VET.
3. Following acceptance of a claim by US, YOU must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained, or the amount which could have been obtained, will reduce OUR liability under this Endorsement.

**Disputes**

After the 12 WEEKS for the ANIMAL to attempt recovery have passed and in the event of a dispute as to the whether or not the Loss of Use (INFERTILITY) is PERMANENT, a third independent VET, appointed by agreement between YOU and US shall act as an Arbitrator. The independent VET'S decision shall be binding. The independent VET may request additional tests or that the ANIMAL is given further opportunity to recover or prove whether or not it is capable of getting stock by natural service, which is at YOUR expense. The cost of the independent VET will be at OUR expense.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A3: LOSS OF USE  
(INFERTILITY) LAMENESS, ILLNESS OR  
ABNORMALITY**

**Note: This Endorsement is only operative if  
shown as included in the Description of  
Coverages.**

This Policy is extended to include Loss of Use (INFERTILITY) where the ANIMAL had proven itself to be fertile, willing and capable of serving FEMALES by getting at least one FEMALE pregnant, during its first breeding season, and is subsequently proved to be PERMANENTLY INFERTILE, IMPOTENT or incapable of natural service resulting solely and directly from lameness, ILLNESS or abnormality where the first symptoms or signs were observed by YOU during the PERIOD OF INSURANCE.

In this event WE will pay YOU the MARKET VALUE of the ANIMAL, less any salvage.

**Exclusions**

This Endorsement does not cover losses:

1. Caused directly or indirectly by any of the following events:
  - a. Frostbite, Freezing or Overheating.
  - b. Infection of venereal or semi venereal character in or from the FEMALES bred.
  - c. Faulty or substandard semen.
  - d. MORTALITY.
2. Where YOU do not as soon as possible, when YOU first observe the symptoms or signs of any lameness or ILLNESS, appoint a VET and the VET does not attend the ANIMAL as soon as is practical.
3. Loss of Use (INFERTILITY):
  - a. Occurring in the first 4 WEEKS from the Policy start date. The date of such losses shall be determined by the date the first symptoms or signs are observed by YOU.  
This Exclusion does not apply to a SUBSEQUENT PERIOD or where this Policy is purchased "Fall of Hammer".
  - b. Where the lameness or ILLNESS does not first occur during the

PERIOD OF INSURANCE.

- c. That is first observed outside of the PERIOD OF INSURANCE.
- d. That has not been agreed by OUR VET.

**Conditions Precedent**

**Any breach of any of these conditions shall  
render YOUR claim null and void and  
release US from all liability in connection  
therewith.**

It is a condition precedent to any liability by US that:

1. The ANIMAL must be allowed at least 12 WEEKS to attempt recovery, from when YOU advised US of the potential Loss of Use (INFERTILITY), unless WE agree otherwise.
2. PERMANENT INFERTILITY, IMPOTENCY or incapability must be total INFERTILITY, IMPOTENCY, incapability or failure and not merely a reduction and must be proved to the satisfaction of OUR VET.
3. Following acceptance of a claim by US, YOU must dispose of the ANIMAL to the best possible financial advantage and the amount so obtained, or the amount which could have been obtained, will reduce OUR liability under this Endorsement.

**Disputes**

After the 12 WEEKS for the ANIMAL to attempt recovery have passed and in the event of a dispute as to the whether or not the Loss of Use (INFERTILITY) is PERMANENT, a third independent VET, appointed by agreement between YOU and US shall act as an Arbitrator. The independent VET'S decision shall be binding. The independent VET may request additional tests or that the ANIMAL is given further opportunity to recover or prove whether or not it is capable of getting stock by natural service, which is at YOUR expense. The cost of the independent VET will be at OUR expense.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A4: TEMPORARY  
INFERTILITY (BULLS ONLY)**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy is extended to include:

The cost and expenses, detailed below, of hiring a replacement bull, where the ANIMAL is deemed to be incapable of breeding for more than 4 WEEKS during the NORMAL breeding season, shown in the Declarations, as a direct result of:

Where this is an extension to:

1. Endorsement A1: An INJURY.
2. Endorsement A2: A lameness or ILLNESS.
3. Endorsement A3: A lameness, ILLNESS or abnormality.

And in the opinion of OUR VET the ANIMAL should regain a useful and adequate standard of breeding prior to the next breeding season.

For the purposes of this Endorsement the 4 WEEK period must start after YOU advise US of the potential Loss of Use (INFERTILITY).

WE will pay up to:

1. CAD 65 per week for the hire of 1 bull for up to 12 WEEKS.
2. CAD 100 towards transport of the bull to YOUR farm and the return journey;
3. CAD 150 for Insuring the hire bull for MORTALITY with US;
4. CAD 150 to cover the cost of a veterinary certificate of health for MORTALITY Insurance, when purchased with US;

**Exclusions**

This Endorsement does not cover any claim directly or indirectly arising from:

1. The ANIMAL being incapable of breeding outside of the NORMAL breeding season.
2. The cost and expense of purchasing MORTALITY Insurance from another Insurer or the veterinary certificate of health.
3. Any cost and expense incurred:
  - a. Prior to US being advised of the potential Loss of Use (INFERTILITY).
  - b. Where a valid claim under MORTALITY or Endorsement A1, A2 or A3, as applicable) is accepted and paid by US, unless the ANIMAL does not regain a useful and adequate standard of breeding in the opinion of OUR VET.
  - c. Any other costs whether directly or indirectly incurred.

**Conditions Precedent**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. YOU obtain OUR agreement, prior to hiring the bull.
2. The hire bull is of a similar quality of the bull subject to the Loss of Use (INFERTILITY) Claim.
3. Any additional costs or expenses are YOUR responsibility.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A5: DEBRIS REMOVAL**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy is extended to include:

The cost and expenses necessarily incurred, by YOU to remove and dispose of the ANIMAL(S)

if there is a valid MORTALITY claim, up to the limit set out in the Schedule.

### **Exclusions**

This Endorsement does not cover any claim directly or indirectly arising from:

1. Any costs incurred 12 WEEKS after the MORTALITY of the ANIMAL(S).
2. Any other costs whether directly or indirectly incurred.
3. Any costs incurred where a claim is valid under Endorsement A1 or A2.

### **Condition**

It is a condition of this Endorsement that no claim shall be payable under this Endorsement unless and until a claim has been paid or liability admitted by US in respect of the ANIMAL(S).

All other terms, conditions and exclusions remain unaltered.

### **ENDORSEMENT A6: CALVING EXCLUSION**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy excludes MORTALITY directly or indirectly as a result of CALVING.

All other terms, conditions and exclusions remain unaltered.

### **ENDORSEMENT A7: SERVICE SEASON CLAUSE – RAMS**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy will only indemnify YOU 50 per cent of the Sum Insured where MORTALITY occurs outside the service season as shown in the Declarations.

All other terms, conditions and exclusions remain unaltered.

### **ENDORSEMENT A8: THEFT**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

This Policy is extended to include:

1. Theft of the ANIMAL(S);
2. MORTALITY of the ANIMAL(S) directly resulting from theft, or the attempted theft of the ANIMAL(S).

WE will pay YOU in respect of the MARKET VALUE of the ANIMAL(S).

WE shall not be obligated to make any payment under this Endorsement:

- i. Until 13 WEEKS after the date of the loss;
- ii. After 25 WEEKS after the date of the loss and only where the ANIMAL(S) has not been recovered, alive.

For the purposes of this Endorsement, the date of loss shall be the date YOU report the ANIMAL(S) as stolen or having gone missing.

Where an ANIMAL is recovered alive, within 2 years of US paying a claim under this Endorsement YOU must refund to US the amount WE paid in settlement of YOUR Claim.

### **Exclusions**

This Endorsement does not cover any claim directly or indirectly arising from:

1. Mysterious disappearance;



2. Escape;
3. Voluntary parting of possession of or title to the ANIMAL(S) as a result of YOU or other persons who have care, custody or control of the ANIMAL being induced by fraud, trickery or similar false pretenses.

**Conditions Precedent**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. Prior to the Policy start date there has been no theft, attempted or the threat of theft of the ANIMAL(S) or any other property, whether insured under this Policy, insured elsewhere or uninsured at the location shown in the Declarations.
2. YOU will immediately report the theft of the ANIMAL(S) to US and the local Police and YOU must follow all recommendations.
3. Should YOU pay or promise to pay a ransom or give similar assurance of any such nature to any third party WE shall be released from all liability.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A9: DEDUCTIBLE CLAUSE (PERCENTAGE OF HERD/FLOCK MARKET VALUE)**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

YOU are responsible for the deductible as shown in the Declarations.

The percentage, shown in the Declarations, will be multiplied by the MARKET VALUE of all the ANIMALS at the farm, at the date the loss started, and for each and every claim event to provide a monetary amount. This, where

shown in the Declarations, may be subject to a minimum monetary amount or number of head.

Where the deductible is subject to a minimum number of head, the average MARKET VALUE of the ANIMALS subject to a claim will be multiplied by the number of head applicable to the deductible to give a monetary amount

The higher monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

Where a percentage is not shown in the Declarations the monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

If an adjusted loss does not exceed the higher monetary amount no claim will be paid for that farm.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A10: DEDUCTIBLE  
CLAUSE (PERCENTAGE OF CLAIM)**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

YOU are responsible for the deductible as shown in the Declarations.

The percentage, shown in the Declarations, will be multiplied by the total claim amount, of each and every claim attributable to different events, to provide a monetary amount. This where shown in the Declarations, may be subject to a minimum monetary amount or number of head.

Where the deductible is subject to a minimum number of head, the average MARKET VALUE of the ANIMALS subject to a claim will be multiplied by the number of head applicable to the deductible to give a monetary amount.

The higher monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

Where a percentage is not shown in the Schedule, the monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

If an adjusted loss does not exceed the higher monetary amount no claim will be paid.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A11: LOSS OF USE  
ENDORSEMENT**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

Natural service is extended to include semen collection into an artificial vagina for the purpose of using Artificial Insemination.

**Exclusion**

This Endorsement does not cover any losses arising from the lack of suitability of semen for use in Artificial Insemination.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A12: RAM WARRANTY**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages.**

**Any breach of this warranty shall render YOUR claim, to which the breach relates null and void and release US from all liability in connection therewith.**

YOU warrant that:

1. In a NORMAL service season of 34 to 51 days, the ram to ewe ratio does not exceed:
  - a. 1:35 to 1:50 for mature rams, considered to be over 12 months old and have had at least 1 service season;
  - b. 1:15 to 1:30 for lamb rams, considered to be under 12 months old and in their first service season;
  - c. In circumstances where oestrus is synchronised 1:5 to 1:10.
2. Lamb rams:
  - a. Must be at least 50 per cent of the mature weight typical for their breed; and
  - b. A minimum of 5 months old; prior to starting the service season
3. Lamb rams and mature rams are kept separate.

All other terms, conditions and exclusions remain unaltered.

**ENDORSEMENT A13: ANTHRAX  
EXCLUSION**

**Note: This Endorsement is only operative if shown as included in the Description of Coverages where Section A is "INSURED".**

This Policy excludes any losses directly or indirectly as a result of Anthrax unless the ANIMAL is vaccinated in accordance with YOUR VETS recommendations.

#### **Conditions Precedent**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection with this Policy.**

It is a condition precedent to any liability by US that YOU must provide evidence that the ANIMALS Anthrax vaccinations are current and valid at the time of MORTALITY.

All other terms, conditions and exclusions remain unaltered.

## SECTION B: EMBRYOS AND SEMEN

**Note: This Section is only covered if stated as included in the Description of Coverages.**

## SECTION B: EXCLUSIONS

**Note: These Exclusions apply when any part and/or endorsement are shown in the Policy Declarations where Section B is “INSURED”.**

1. This Policy does not cover loss or damage caused by and/or resulting from:
  - a. Destruction, confiscation, nationalisation or requisition of the PROPERTY whether by or under the order of any government or public or local authority or any other person or body having jurisdiction in the manner or otherwise.
  - b. Moth, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, corrosion, rot, mould or mildew, inherent vice, latent defect.
  - c. Faulty manipulation, scratching or denting.
  - d. Climatic or atmospheric conditions or extremes of temperature.
  - e. Evaporation, leakage of the contents, contamination, taint or exposure.
  - f. Delay, loss of market, loss of use or consequential loss of any and every description.
  - g. Suitability of the PROPERTY for artificial insemination, freezing or embryo transfer.
  - h. Theft, attempted theft, mysterious disappearance or unexplained shortage.
  - i. Loss or damage sustained while the CONTAINER is actually being worked upon or is under any process, and directly resulting there from.
  - j. Infidelity or dishonesty by YOU, YOUR family, agents, employees, bailees or other persons who have care, custody or control of the PROPERTY.
  - k. Transit.
2. This Policy does not cover any losses
  - a. Identified outside of the PERIOD OF INSURANCE; or
  - b. 30 days after the ACCIDENT occurring.

## **PART 1: EMBRYO AND SEMEN**

### **Insuring Agreement**

**Note: This Part is only covered when shown as included in the Description of Coverages.**

WE agree that, subject to the terms, conditions and exclusions set forth in this Policy in the event of damage caused by an ACCIDENT, occurring during the PERIOD OF INSURANCE to the PROPERTY which results in the escape of liquid nitrogen from the CONTAINER in which the PROPERTY is stored, WE will pay YOU in respect of the REPLACEMENT VALUE of such PROPERTY.

### **Deductible**

YOU are responsible for the deductible as shown in the Declarations.

The percentage, shown in the Schedule, will be multiplied by the REPLACEMENT VALUE of the PROPERTY, and for each and every claim event to provide a monetary amount. This, where shown in the Declarations, may be subject to a minimum monetary amount.

The higher monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

Where a percentage is not shown in the Declarations the monetary amount will apply as the deductible and this is the amount that YOU are responsible for.

If an adjusted loss does not exceed the higher monetary amount no claim will be paid.

## **SECTION B ENDORSEMENTS**

### **ENDORSEMENT B1: TRANSIT CONDITIONS AND EXCLUSIONS**

**Note: This Endorsement only applies if shown as included in the Policy Declarations where Section B is "INSURED".**

The Policy is extended to cover transit as described in the Declarations.

Section B Exclusion k is deleted and replaced with the following exclusion:

#### **Exclusion**

Any loss or damage caused by:

1. Vehicles, in which the PROPERTY is being transported, being left unattended.
2. Insufficiency or unsuitability of packing or preparation of the CONTAINER.
3. Inadequate labelling.
4. The unfitness of the road, sea or air conveyance to carry the PROPERTY to its destination.
5. Theft, attempted theft or mysterious disappearance of the vehicles in which the PROPERTY is being transported.

The following Conditions Precedent will apply:

#### **Conditions Precedent**

**Any breach of any of these conditions shall render YOUR claim null and void and release US from all liability in connection therewith.**

It is a condition precedent to any liability by US that:

1. The transit must be carried out by competent persons.
2. Where:
  - a. The transit is by air, IATA regulations must be adhered to.
  - b. The transit is by road, the PROPERTY is not to be left

unattended, at any time, during the road transit.

All other terms, conditions and exclusions remain unaltered