



Administrative Offices  
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Cincinnati, Ohio 45202  
Tel. 1-613-389-5000

AGR 160A  
(Ed. 05 91)

**POLICY PROVISIONS - PART A OF  
LIVESTOCK MORTALITY POLICY**

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**GREAT AMERICAN ASSURANCE COMPANY**  
(A stock insurance company, herein called the company)

In consideration of the stipulations herein named and payment of the premium specified within, the Company agrees with the above Named Insured, hereinafter called the Insured, as follows:

**PROPERTY COVERED AND AMOUNT INSURED**

The Company agrees to the extent and in the manner hereinafter provided, that in the event of the death during the period of this insurance of any animal specified in the Schedule (or, for insurances with an annual period only, in the event of the death of any such animal occurring within ninety days after the expiry of this insurance as a result of any accident occurring, or illness or disease manifesting itself, during the currency hereof, and subject to written notice of such accident, illness or disease having been given to the Company before the expiration of this insurance) the Company will indemnify the Insured in respect of the actual value of such animal at the time of the accident (or the manifestation of the disease or illness) causing its death, up to but not exceeding the limit of the Company's liability specified in the Schedule in respect of such animal.

**EXCLUSIONS**

1. This insurance does not cover intentional destruction, whether by or under the order of any government or public or local authority or any person or body having jurisdiction in the manner or otherwise; except that the Company will not invoke this particular exclusion as a defense:
  - (a) where the Company shall have expressly agreed to the destruction of the animal, or
  - (b) where an insured animal suffers an injury or is afflicted with an excessively painful disease and a qualified Veterinary Surgeon appointed by the Company shall first have given a certificate that the suffering of that animal is incurable and so excessive that immediate destruction is imperative for humane reasons, or
  - (c) where an insured animal suffers an injury and a qualified Veterinary Surgeon appointed by the Insured shall first have given a certificate that the suffering of that animal is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinary Surgeon by the Company.

Provided that in all such cases (a), (b) or (c) the Company shall be given the opportunity of having a post-mortem and autopsy examination carried out by their Veterinary Surgeon should they so desire

2. This insurance does not cover death directly or indirectly caused by, happening through or in consequence of:
  - (a) any surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, disease or illness and to have been carried out in an attempt to preserve the animal's life.

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- (b) the administration of any medication unless by a qualified Veterinary Surgeon (or experienced personnel directed by him) and certified by the Veterinary Surgeon to have been of prophylactic nature or necessitated by accident, disease or illness; as used herein, "medication" includes any drug, hormone, vitamin, protein or substances other than unadulterated food or drink,
  - (c) death or destruction directly or indirectly due to a malicious or willful act by the Insured, employees or agents.
  - (d) nuclear fission, nuclear fusion or radioactive contamination.
3. This insurance does not cover death directly or indirectly caused by, happening through or in consequence of:
- (a) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter, or
  - (b) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riots, strikes, civil commotions.

In any claim, and in any action, suit or proceeding to enforce a claim for death under this insurance the burden of proving that the death does not fall within Exclusion 3(a) or 3(b) shall be upon the Insured.

4. Nothing contained in the foregoing exclusions shall be construed to exclude death resulting from jettison from aircraft or watercraft.

#### GENERAL CONDITIONS

1. It is a condition precedent to any liability of the Company hereunder that at the commencement of this insurance each animal hereby insured is in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.
2. It is a condition precedent to any liability of the Company hereunder that at the commencement of this insurance the Insured is the sole owner of an interest in each animal hereby insured. This insurance shall cease to cover an animal immediately when the Insured sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
3. In the event of any animal hereby insured being entered or raced in any claiming, selling or combination race at any time during the period of this insurance where the claiming, selling or combination price shall be less than the Company's Limit of Liability in respect of such animal specified in the Schedule herein, the Company's Limit of Liability in respect of such animal shall thereby automatically be reduced to a sum equal only to the lowest amount for which such animal could have been claimed or sold in any such race.

The Insured, upon demand within sixty days thereafter, shall be entitled to a return of the unearned premium on the amount by which this insurance shall have been thus reduced, computed on a pro rata basis from the date when such animal was so entered or raced.

4. In the event of an animal having a surgical operation, including castration, which is not being performed to preserve the animal's life, the Company will, on receipt of notification from the Insured at least seven (7) days prior to the date of the operation extend to cover death as a direct or indirect result of such operation on payment of an additional premium as required by the Company for this coverage.
5. It is a condition precedent to any liability of the Company hereunder that
  - (a) the animal shall have remained within the United States of America and Canada during the whole period of this insurance, and

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- (b) the animal shall not have been used at any time during the period of this insurance for a purpose which is not specified in the Schedule in respect of such animal.

and any breach of either of these conditions shall render the Insured's claim null and void and release the Company from all liability in connection therewith.

6. It is a condition precedent to any liability of the Company hereunder that
- (a) the Insured shall at all times provide proper care and attention for each animal hereby insured, and
  - (b) in addition, in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to an insured animal the Insured shall immediately at this own expense employ a qualified Veterinary Surgeon and shall, if required by the Company, allow removal for treatment, and
  - (c) in the event of the death of an insured animal the Insured shall immediately at his own expense arrange for a post-mortem and autopsy examination to be made by a qualified Veterinary Surgeon, and
  - (d) in either event the Insured shall immediately give notice by telephone or telegram to the person or persons specified on the policy, who will instruct a Veterinary Surgeon on the Company's behalf if deemed necessary.

and any failure by the Insured to do so shall render the Insured's claim null and void and release the Company from all liability in connection therewith, whether the Insured has personal knowledge of such events or such knowledge is confined to the representatives of the Insured or other persons who have care, custody or control of the animal(s).

7. The Insured shall file with the Company a detailed sworn proof of loss within sixty days after the death of an animal.
8. If at the time of the death of an animal the Insured has any other insurance in force in respect of the animal, whether or not such insurance is valid or collectible, the Company shall be released from all liability in connection with such animal unless the agreement of the Company to such other insurance is endorsed on this insurance.

If the agreement of the Company to such other insurance is endorsed on this insurance, the Company shall only be liable under this insurance for the excess beyond any amount insured by such other insurance in respect of such animal, whether or not such other insurance is valid or collectible.

9. If the Company becomes liable for any payment under this insurance in respect of an animal the Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the Insured against any party in respect of such animal and shall be entitled at the Company's expense to sue in the name of the Insured. The Insured shall give to the Company all such assistance in his power as the Company may require to secure its rights and remedies and, at the Company's request, shall execute all documents necessary to enable the Company to effectively bring suit in the name of the Insured including the execution and delivery of the customary form of loan receipt.
10. This insurance may be cancelled on a pro rata basis at any time at the written request of the Insured. This insurance may also be cancelled with or without the return or tender of the unearned premium, by or on behalf of the Company by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's address shown herein, not less than ten days written notice stating when the cancellation shall be effective and in such case the Company shall return the paid premium less the earned portion thereof on demand.

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If the period of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

11. If a loss is paid on any animal, no return of premium shall be allowed in respect of such animal.
12. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claim hereunder shall be forfeited.

13. **Examination Under Oath**

The Insured shall submit, and so far as within his power shall cause all persons interested in the animals and members of the household and employees to submit, to examination under oath by any persons named by the Company relative to any and all matters in connection with a claim or subscribe the same, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made. Failure by the Insured to comply with the conditions of this section will void all claims for the loss or losses in connection with which such examination is required.

14. **Suit Against the Company**

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which the Policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State to be fixed herein.

15. **Salvage Clause**

In the event this Company shall consent to the sale or slaughter for food or other purposes of any animal or animals insured hereunder the Company shall be entitled to a credit on the amount due under this policy for any sum received from such sale or slaughter. Except where salvage rights are exercised, the Company shall not be responsible for removal or disposal of the remains of any animal or for any expense thereof.

16. **Assignment**

This Policy shall be void if assigned or transferred without the written consent of the Company

17. **THEFT and UNLAWFUL REMOVAL CLAUSE**

It is understood and agreed that the Company shall also be liable for:

1. Theft of the animals listed in the schedule.
2. Death directly resulting from theft of the animals listed in the schedule.
3. Death or permanent loss of possession of the animals listed in the schedule directly resulting from unlawful removal of the animals listed in the schedule.
4. Malicious or willful castration by or on behalf of those responsible for such unlawful removal of the animals listed in the schedule.

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## BUT IN NO EVENT DOES THIS EXTENSION COVER

- a. Any loss arising from; mysterious disappearance; escape; or voluntary parting of possession or title to the animal(s) as a result of the Insured (or others to whom the animals have been entrusted) being induced by a fraudulent scheme, trickery or similar false pretenses.
- b. Consequential loss.

## CONDITIONS

1. This coverage only applies if there have been no attempted thefts of any of the Insured's animals nor threats against the Insured or any of the Insured's animals, during the twelve months prior to the inception date of coverage under the endorsement.
2. No liability arises under this endorsement for loss of the animal by theft until 90 days after the incident of theft is reported to the Company, and then only in the event that the animal has not been recovered during that period.
3. It is a condition precedent to any liability of the Company hereunder that the Insured will immediately report any theft or disappearance to the local police or F.B.I., and follow strictly their recommendations, except that in no case shall the Insured pay or promise to pay a ransom, or give similar assurance of any such nature to any third party.

Should the Insured pay or promise to pay a ransom or give similar assurances of such nature to any third party no cover in respect of the animal concerned will be given under this endorsement from the midnight, local standard time, preceding the day on which such payment, promises to pay or similar assurances have been given.

4. In the event of a loss under this endorsement the Company will not pay more than the actual value of the animal at the time of the loss, not exceeding the Company's liability specified in the schedule in respect of such animal.
5. In the event of any payments under this Theft and Unlawful Removal Clause, the Company reserves the right to take title and possession of the animal if subsequently recovered, unless the Insured returns any payment made by the Company, in which case the Company will give title and possession to the Insured.
6. In the case of a mare, no coverage is given under this endorsement for any embryo within the mare nor for any of her foals, unless such embryo or foal is separately insured hereunder.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provision, agreements or conditions as may be endorsed hereon or added hereto, and no officer or other representative of this Company shall have power to change or be deemed to have waived any provisions or conditions of this policy unless such change or waiver shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the Insured unless so written or attached.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by its President and Secretary and countersigned by its authorized representative.

*Kenneth Holley Howell*  
Secretary

*Carl H. Lindner III*  
President