



**POLICY PROVISIONS - PART A OF  
LIVESTOCK SPECIFIED PERILS POLICY**

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**AGRICULTURAL INSURANCE 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 Named Insured, hereinafter called the insured, as follows:

**PROPERTY COVERED AND AMOUNT INSURED**

This policy insures the livestock described in the Schedule set forth herein, only while solely and unconditionally the property of the insured, wherever they may be for the actual cash value of each animal at the time of loss as covered under the policy, up to but in no event to exceed the amount stated in the said Schedule, and each animal shall be deemed to be separately insured hereunder.

**PERILS INSURED**

It is understood and agreed that the animal(s) detailed in the Schedule hereof is/are ONLY covered against Claim for Loss as a result of Death or Destruction caused by or made necessary from the perils described hereunder:

- (a) fire and lightning, or smoke resulting therefrom;
- (b) collision, derailment or overturning of conveyances while in transit by railroad including loading and unloading (but the coming together of railroad cars during coupling operations shall not be deemed a collision within the meaning of this Policy);
- (c) collision, stranding, sinking or burning of vessels including General Average and/or Salvage charges incurred in connection therewith on inland waterways only;
- (d) collision or overturning of the vehicle including loading and unloading in which the animal(s) is/are being conveyed except collision with other vehicles owned or operated by, or in the use, custody or control of the insured, his employees or agents;
- (e) collapse of bridges or culverts, earthquake and/or floods;
- (f) windstorm, cyclone, tornado, hail, explosion, aircraft and objects falling therefrom;
- (g) while on board or being loaded into or unloaded from any aircraft licensed for passenger and/or cargo carrying from airport to airport while being transported between the places of departure and destination, excluding intentional destruction of an animal which becomes uncontrollable (berserk), unless directly resulting from an accident of the aircraft.

Warranted the said stock is not loaded on any aircraft with any other stock to which they have a natural antipathy.

That the said stock may be exercised only under control at any port of call.

THIS COMPANY SHALL NOT BE LIABLE FOR

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- A. Intentional slaughter, except that the Company will not invoke this particular exclusion as a defense where the Company shall have expressly agreed to the destruction of the animal, or where a veterinary surgeon appointed by the Company shall first have given a certificate that destruction is necessary to terminate incurable suffering, or where a certificate is given by a qualified veterinary surgeon appointed by the Insured that the suffering 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 the Company shall be given the opportunity of having a post-mortem examination carried out by the Company's veterinary surgeon should they so desire.
- B. This policy does NOT cover death directly or indirectly caused by, happening through or in consequence of:
- (1) death or destruction directly or indirectly due to a malicious or willful act by the Insured, employees or Agents;
  - (2) willful misconduct or negligence of the Insured, his servants or agents;
  - (3) the Insured, his servants or agents, having caused or suffered anything to be done whereby the risks hereby insured against are, or may be, increased;
  - (4) any breach of law by the Insured;
  - (5) nuclear fission, nuclear fusion or radioactive contamination;
  - (6) loss or damage caused by strikers, locked-out workmen or persons taking part in labor disturbances;
  - (7) confiscation or nationalization or requisition or destruction by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter, or
  - (8) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots or civil commotions.

#### GENERAL CONDITIONS

1. Notice of Sickness or Injury and Notice of Loss:

In the event of any occurrence which could give rise to a claim under this policy the Insured shall immediately at his own expense employ a qualified Veterinary Surgeon, to give proper care and to use every possible means to save the life of the animal and the Insured shall immediately give notice to the Company (who will instruct a veterinary surgeon to examine the animal 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 and control of the animal(s).

When required by the Company or its authorized representative, the Insured shall immediately at his own expense cause a post-mortem examination to be made by a Veterinary Surgeon named by the Company.

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In the event of the death of any animal insured hereunder, the Insured shall at once give notice by telephone or telegram to representatives of the Company as aforesaid and shall also file with the Company or its said representatives within sixty (60) days from the date of loss a detailed sworn proof of loss. The Insured shall not dispose of the carcass without obtaining prior consent from the Company and having an inspection and examination by a qualified Veterinary Surgeon, who shall issue to the Company, at the Insured's expense, a certificate of death which shall certify as to the results of his examination, including a post-mortem examination report.

Failure by the Insured to report the said loss and to file such sworn proof of such loss as hereinbefore provided shall invalidate any claim under this policy for such loss.

**2. Sole Owner Requirements:**

At the commencement of this insurance the Insured must be the sole owner of each animal hereby insured. This policy 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. Claiming Race Clause (as respects horses only):**

In the event of any horse insured hereunder being entered or raced in any Claiming, Selling or Combination Race at any time during the currency of this policy, where the Claiming, Selling or Combination prices shall be less than the amount of insurance affected on the said horse, the amount of insurance applying to such horse under this policy shall automatically be reduced to the sum for which the said horse could have been claimed or sold in any such race. In such event however, the Insured upon demand within sixty (60) days thereafter shall be entitled to a pro rata return of premium on the amount by which the sum insured in respect to the said horse shall have been reduced.

**4. Ninety Day Extension Clause:**

Provided this is an annual policy, the Company agrees to extend its liability on the animal(s) described in the Schedule as per terms and conditions hereof to cover death occurring within ninety (90) days after the expiration of this policy as a result of any accident or physical disability occurring during the period of this policy.

It shall be a prior requirement to the extended liability as stated above that, during the period of the policy, the Insured has given notice to the Company of the condition which is claimed to have caused death during the extended period.

**5. Misrepresentation and Fraud:**

This policy shall be void if the Insured has intentionally concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof.

**6. Examination Under Oath:**

The Insured shall submit, and so far as is within his or their 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.

**7. 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 this 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.

**8. 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.

**9. Bailee Clause:**

This insurance shall not inure directly or indirectly to the benefit of any carrier, bailee or other party by stipulation in bill of lading or by assignment or otherwise, and any breach of this condition shall render this policy null and void.

**10. Other Insurance:**

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 policy.

If the agreement of the Company to such other insurance is endorsed on the policy, then this Company shall not be liable for a greater proportion of any loss than the amount insured hereon bears to the total insurance in effect at the time of loss whether or not such other insurance is valid or collectible.

**11. Subrogation Clause:**

In the event of any payment under this policy the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Company shall be entitled at its own expense to sue in the name of the Insured and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

**12. Assignment:**

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

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13. Cancellation:

- (a) This policy may be cancelled by the Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective.
- (b) This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when not less than five (5) days thereafter such cancellation shall be effective.
- (c) The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- (d) If the Insured or the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made at the time cancellation is effected and if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Insured.

In the event of cancellation by either the Insured or the Company, the earned premium however computed, shall not be less than the minimum premium specified in the policy.

If loss is paid on an animal, the premium applicable to such animal shall be fully earned for all purposes.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE 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.

*Ken Holley Howell*  
Secretary

*Carl H. Lindner III*  
President



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel. 1-513-369-5000

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AGR 148 (Ed. 08 89)

Named Insured		Endorsement Number
Policy Symbol & Number AMP	Policy Period	Effective Date of Endorsement
Authorized Agent		

(Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

### OPTIONAL PERILS - LIVESTOCK CLAUSE

This policy is extended to insure the livestock described in the schedule of the Policy against death or destruction caused by or made necessary from the following perils:

- (a) Accidental Shooting except by the Insured or the employees of the Insured
- (b) Drowning
- (c) Artificial Electricity
- (d) Attack by dogs or wild animals
- (e) Collapse of building

All other terms and conditions of this policy remain unchanged.