

# ENHANCED EQUINE LIVESTOCK

Attached to and forming part of this Policy

## COVERAGE

We insure your horse(s) listed on the Declaration Page and/or supplementary schedule, for their fair market value not exceeding the applicable amount of insurance, subject to the terms and conditions in the policy or on this form.

This form is subject to 80% co-insurance clause and covers anywhere in Canada or the United States of America.

## INSURED PERILS – COVERAGE “A”

Horse(s) listed on the Coverage "A" Schedule in the Declaration Page are insured against direct damage resulting in death or humane destruction made necessary by:

- (1) Fire; Explosion;
- (2) Windstorm or Hail; Hurricane;
- (3) Flood, meaning rising waters;
- (4) Earthquake; Collapse of buildings, bridges, culverts;
- (5) Falling objects directly striking the horse(s);
- (6) Impact by aircraft or land vehicle. There is no coverage for impact by vehicles owned or operated by you, your employee, or any household member of either;
- (7) Collision, derailment or overturn of a land vehicle on which the insured horse(s) is transported;
- (8) Stranding, sinking, burning or collision of marine vessels on which the insured horse(s) is being transported;
- (9) Vandalism or malicious acts;
- (10) Riot; Riot attending a strike or civil commotion;
- (11) Theft. There is no coverage under this peril for loss or damage resulting from:
  - (a) escape or mysterious disappearance;
  - (b) because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretenses;
- (12) Accidental Shooting; but excluding accidental shooting by you, your employee, or any household member of either;
- (13) Lightning;
- (14) Electrocution;
- (15) Blizzard, rain, sleet or snowstorm;
- (16) Drowning, excluding choking on their own internal fluids;
- (17) Attack by dogs and wild animals (in excess of Government Compensation);
- (18) Rabies (in excess of Government Compensation);
- (19) Smoke or fumes. There is no coverage under this peril for loss resulting from:
  - (a) any intentional fire by you;
  - (b) any electrical power interruption or any electrical or mechanical breakdown of any equipment;
- (20) Stamping, but only as an immediate and direct result of the perils (1) to (15) above, occurring to the building in which the horse(s) is confined or to the equipment of the building.

## OPTIONAL PERIL UNDER COVERAGE "A"

(only applicable if "Entrapment" is shown on the Declaration Page)

- (21) **Entrapment:** Coverage is extended to include Entrapment, meaning the accidental and physical ensnaring or entrapping of the horse(s) by an external means whether or not while voluntarily or involuntarily restrained. There is no coverage under this peril for loss due to:
  - (a) the horse having been split or sprattled;
  - (b) choking on feed, medicine or foreign objects;
  - (c) horse birth, or any sickness or disease;
  - (d) the horse becoming trapped or cast by the contours or depressions of the land including but not limited to any furrow, gully, ditch, hill or any slope.

## PERILS INSURED – COVERAGE "B"

Horse(s) shown on the Coverage "AB" Schedule on the Declaration Page, is insured subject to the waiting period herein, against death or humane destruction made necessary by Perils #1 to #20 provided by Coverage "A"; and

- (22) **Casting**, whereby the horse becomes cast or trapped by any contours or depressions of the land, or by its own body weight;
- (23) **Hardware**, meaning the ingestion of foreign metal objects;
- (24) **Colic**; meaning a primary intestinal disorder related to distension of the colon tract or spasms, caused by gas or impaction, obstruction or torsion only. There shall be no coverage under this peril for horse(s) with a prior history of colic.
- (25) **Physical Injury**, as a result of an accidental and external cause, but excluding injury resulting from horse birth or while engaged in competitive events.
- (26) **Aviation**: Coverage provided by this form is extended to horse(s) while being loaded, unloaded or while being transported upon an aircraft. This peril also includes collision of an aircraft on which the insured horse(s) is transported; Berserk (necessary destruction) and Jettison; both on the orders of the pilot or other persons in authority of the aircraft. There is no coverage for loss:
  - (a) occurring outside the airways of Canada or the United States of America;
  - (b) exceeding \$10,000 in any one occurrence.

### **PERILS INSURED – COVERAGE "C"**

Horse(s) shown on the Coverage "ABC" Schedule on the Declaration Page, is insured, subject to the waiting period herein, against death or humane destruction made necessary by Perils #1 to #25 provided by Coverage "A" and "B"; and

- (27) **Horse Birth**, meaning death resulting from or destruction made necessary due to physical problems associated with the birth process that may develop simultaneously with birth.  
There is no coverage for Loss:
  - (a) occurring after 7 days of the birth of the offspring;
  - (b) to the offspring being birthed;
  - (c) occurring to horses 25 years of age and older. (Horses over 20 years of age must have a certificate of good health from a Doctor of Veterinary Medicine prior to binding Coverage "C").

### **EXTENSIONS OF COVERAGE New Acquisitions**

Coverage described on the Declaration Page is automatically extended to additional horse(s) similar to those shown on the Declaration Page, acquired by you during the term of this policy, for a period of 30 days from the date of purchase, subject to the waiting period or expiration of this policy.

On horse(s) purchased at a recognized auction sale, coverage provided by this extension commences at "the drop of the auctioneers hammer".

In consideration of this extension, you must report such additions within 30 days from the date acquired and to pay premium as calculated by us. It is agreed however, that this extension shall cease to cover such additional horse(s) if they are not reported to us within the said 30 day period.

We shall not be liable under this extension for more than the purchase value of such horse(s) and in no event for more than \$5,000 for any one horse.

#### **Livestock Medicines**

Up to 5% of the total limit of insurance on Livestock shown on the Declaration Page may be applied to medication for livestock while stored on "Your" premises if it is damaged or destroyed by any of the perils named in this coverage.

#### **Professional Fees**

"We" agree to pay for reasonable fees due to veterinarians or other professions who "You" employ at "Our" request to confirm the cause of death, or other documents or relevant information on "Your" business, which "We" will require following a loss to determine the amount payable under this Form.

#### **Dead Stock Removal**

We will pay costs incurred for the removal of deceased livestock, but only when death is the result of a peril for which the livestock is insured. When the damage to livestock plus the cost of dead stock removal exceed the limit of insurance on livestock, an additional 5% of the limit of insurance on livestock will be available for removal of deceased livestock.

#### **Livestock Round Up**

"We" agree to pay for reasonable fees due to persons whom you employ to roundup livestock, either insured on this policy or for which you are legally liable. We will also extend the peril of accidental shooting to cover animals shot in the roundup to prevent bodily injury or property damage to others. The most "we" will pay under this extension of coverage is \$5,000 or such other amount as shown in the Declaration Page of this policy.

### **LOSS OR DAMAGE NOT INSURED**

We do not insure loss or damage caused by or resulting from.

- (1) Infidelity of your employees or persons to whom you have loaned, leased or entrusted the property;
- (2) delay, loss of market, depreciation in value or inability to perform functions or duties for which the horse(s) is kept.

We do not insure:

- (3) horses while on the grounds of a public racetrack and participating in a flat or sulky racing event;
- (4) horse(s) while upon an aircraft, except as otherwise provided by the aviation peril under Coverage "B";
- (5) horse(s) that were sick or diseased prior to the loss or damage;
- (6) loss under Coverage "B" and "C" occurring to horse(s) on pasture without daily supervision or care;
- (7) any property illegal acquired or kept, stored, transported or property subject to forfeiture.
- (8) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire

#### **Data Exclusion**

This Policy does not insure:

- (1) data, or
- (2) loss or damage caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by fire, explosion, smoke, water damage, all as described "Specified Perils", this exclusion shall not apply to such resulting loss or damage

"Specified Perils"

Subject to the exclusions and conditions in this policy. Specified Perils means:

- (a) fire;
- (b) lightning;
- (c) explosion;
- (d) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
- (e) falling object which directly strikes the livestock;
- (f) impact by aircraft, spacecraft or land vehicle;
- (g) riot
- (h) vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
- (i) windstorm or hail.

#### **BASIS OF CLAIM PAYMENT**

We will pay whichever is the least of (1) and (2) or (3):

- (1) the fair market value of the horse at the time of loss;
- (2) \$5,000 for any unscheduled horse;
- (3) the amount specified on the Declaration Page for the scheduled horse.

#### **Deductible**

Each claim for loss or damage shall be adjusted separately.

When a deductible is shown in the Declaration Page for this coverage the amount of this deductible shall be deducted from the amount of insurance applicable to each insured loss.

#### **Co-Insurance Clause**

Horse(s) must be insured to 80% of their fair market value. If the amount of insurance carried fails to meet 80% of the total fair market value of all the livestock at the time of the loss, you shall only be entitled to receive that portion of the loss in the same proportion that the amount of insurance carried bears to the amounts of insurance required to be maintained by this clause. This clause does not apply to scheduled horse(s) insured for an amount greater than \$5,000.

#### **Fair Market Value**

The fair market value will take into account such things as the cost of replacement with similar livestock at the time of loss, less any depreciation and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

#### **Livestock Market Fluctuation Protector**

We will automatically increase the amount of insurance to a maximum limit of 20% on your livestock, provided you are insured to 100% of the fair market value as indicated, on a statement of value filed with us, for the current policy term. This increase shall be solely attributable to the fluctuation in current market value for the livestock at the time for loss and shall not take into consideration any other factors such as change in livestock numbers.

If this Form covers more than one class of Livestock, this clause applies to each class separately. This clause does not apply to scheduled Livestock insured for an amount greater than \$5,000.

#### **CONDITIONS**

##### **Requirements After Loss**

Within 60 days after the loss, you must submit to us, under oath if required, a LIVESTOCK PROOF OF LOSS FORM containing the following information:

- (1) the amount, place, time and cause of loss;

- (2) the interest of all persons in the livestock affected;
- (3) the fair market value of all your livestock at the time of loss.

If necessary, you must help us verify the damage.

#### **Notice To Police**

In the event of loss by suspected Insured Perils #6 through #12, you shall give immediate notice to the police or other law enforcement agency having jurisdiction.

#### **Veterinarian Certificate**

In the event of loss suspected by Insured Perils #13 through #27, you shall at your own expense immediately provide for adequate attendance and treatment by a qualified Veterinary Surgeon who shall furnish a report verifying whether or not the death or necessary destruction is a result of a peril insured by this form. We shall reimburse you for reasonable fees incurred by this condition.

#### **Waiting Period - Coverage "B" AND "C"**

Insurance provided under Perils Insured - Coverage "B" and Perils Insured - Coverage "C" does not take effect:

- (1) until 7 days after the inception date of these coverages being added to the policy or in the case of newly acquired horses, until 7 days from the acquisition date. This condition shall not apply to newly purchased acquisitions if, within 72 hours from the date of purchase, we are supplied with a veterinarians evaluation verifying that the new acquisition is in good health;
- (2) on new born horse(s) until after they reach 7 days of age.

#### **Insurance Under More Than One Policy**

If you have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such insurance is completely exhausted.

#### **Reinstatement**

**Unscheduled Livestock:** any loss shall not reduce the amount of insurance provided by this form. However, should coverage be deleted after such loss during the term of the policy, the minimum retained premium shall be the premium applicable to the amount of insurance paid for such loss.

**Scheduled Livestock:** any loss under this form shall reduce the amount of insurance by the sum paid and any premium applicable to this amount of insurance shall be considered earned by us.

#### **Minimum Retained Premium**

Should coverage provided under coverages "B" and "C" be cancelled by you, the earned premium however computed will not be less than the retained premium shown on the Declaration Page.