

## **ACCIDENTAL LIVESTOCK POLICY**

**WE THE UNDERWRITERS** hereby agree, 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 thirty days after the expiry of this Insurance as a result of an accident which is directly due to incidental & sudden cause, external, violent and beyond the control of the Assured; during the currency hereof, and subject to written notice of such accident , we will indemnify the Assured in respect of the actual value of such animal at the time of the accident causing its death, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule in respect of such animal.

### **EXCLUSIONS**

1. This Insurance does not cover intentional slaughter, 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; except that Underwriters will not invoke this particular exclusion as a defense
  - a) where the Underwriters shall have expressly agreed to the destruction of the animal, or
  - b) where an insured animal suffers an injury and a qualified Veterinary Surgeon appointed by the Assured 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 Underwriters.

Provided that in all such cases (a) or (b) the Underwriters 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 ,
  - b) the administration of any medication unless by a qualified Veterinary Surgeon ( or experienced person nel directed by him ) and certified by the Veterinary Surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness; as used herein, 'medication' includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink,
  - c) poison
  - d) malicious or willful injury whether or not caused by any Assured,
  - e) i . ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    - ii . the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
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, or claiming, jurisdiction in the matter , or
  - b) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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 Exclusions 3(a) or 3(b) shall be upon the Assured.

## CONDITIONS

1. It is a condition precedent to any liability of the Underwriters 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 Underwriters hereunder that at the commencement of this Insurance the Assured is the sole owner of each animal hereby insured. This Insurance shall cease to cover an animal immediately the Assured sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
3. In the event of an animal being operated upon for castration or spaying this Insurance shall cease to cover such animal at midnight, local time, immediately prior to the day of such operation.
4. 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 Underwriters' limit of liability in respect of such animal specified in the Schedule herein, the Underwriters' 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 Assured, 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 prorata basis from the date when such animal was so entered or raced.

5. It is a condition precedent to any liability of the Underwriters hereunder that
  - a) the animal shall have remained within the geographical limits stated in the schedule during the whole period of this Insurance, and
  - 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 Assured's claim null and void and release Underwriters from all liability in connection therewith.
6. It is a condition precedent to any liability of the Underwriters hereunder that
  - a) the Assured shall at all times provide proper care and attention for each animal hereby insured, and
  - b) i. in addition, in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to an insured animal the Assured shall immediately at his own expense employ a qualified Veterinary Surgeon and shall, if required by the Underwriters, allow removal for treatment, and
  - ii. in the event of the death of an insured animal the Assured shall immediately at his own expense arrange for a post-mortem and autopsy examination to be made by a qualified Veterinary Surgeon, and in either event, b)i or b)ii, the Assured shall immediately give notice by telephone or telegram to the person or persons specified for the purpose in the Schedule, who will instruct a Veterinary Surgeon on the Underwriters' behalf if deemed necessary , and any failure by the Assured to comply with the above ( a or b ) shall render the Assured's claim null and void and release the Underwriters from all liability in connection therewith, whether the Assured has personal knowledge of such events or such knowledge is confined to the representatives of the Assured or other persons who have care, custody or control of the animal (s).
7. If at the time of the death of an animal the Assured has any other Insurance in force in respect of the animal, whether or not such insurance is valid or collectible, the Underwriters shall be released from all liability in connection with such animal unless the agreement of the Underwriters to such other insurance is endorsed on this Insurance.

If the agreement of the Underwriters to such other insurance is endorsed on this Insurance, the Underwriters 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.

8. If the Underwriters become liable for any payment under this Insurance in respect of an animal the Underwriters shall be subrogated, to the extent of such payment, to all the rights and remedies of the Assured against any party in respect of such animal and shall be entitled at their own expense to sue in the name of the Assured. The Assured shall give to the Underwriters all such assistance in his power as the Underwriters may require to secure their rights and remedies and, at Underwriters' request shall execute all documents necessary to enable Underwriters to pursue their rights and remedies.
9. This Insurance may be cancelled on the short rate basis set out herein at any time at the written request of the Assured. This Insurance may also be cancelled, with or without the return or tender of the unearned premium, by or on behalf of the Underwriters by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than five days written notice stating when the cancellation shall be effective and in such case the Underwriters shall return the paid premium less the earned portion thereof on demand.  
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.  
If a loss is paid on any animal, no return of premium shall be allowed in respect of such animal.
10. If the Assured 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.

**SHORT RATE SCALE**

1 month : 20% of annual rate	6 months: 70% of annual rate
2 months : 30% of annual rate	7 months: 75% of annual rate
3 months : 40% of annual rate	8 months: 80% of annual rate
4 months : 50% of annual rate	9 months: 85% of annual rate
5 months : 60% of annual rate	Over 9 months : 100% of annual rate

Plus addition in full for extra risks such as Breeding, Castration, Hurdling and Steeple chasing and the like.