



Lloyd's Livestock Policy

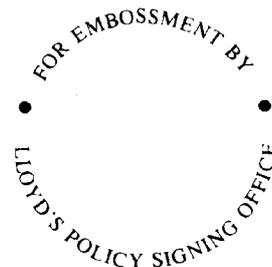
The Insured, with the view to effecting an insurance as hereinafter provided, has presented a written application, bearing the date stated in the Schedule, which is agreed to be the basis of this contract and to be considered as incorporated in this Policy.

The Members of each syndicate whose syndicate number is shown in the definitive list of Lloyd's participations attached (herein referred to as 'the Underwriters') agree to insure the insured against loss as provided by the terms of this Policy.

Each member of a syndicate (rather than the syndicate itself) has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

This Policy is signed by the General Manager of Lloyd's Policy Signing Office on behalf of each of the subscribing Members.

LLOYD'S POLICY SIGNING OFFICE
General Manager



THE INSURED IS REQUESTED TO READ THIS POLICY AND, IF IT IS INCORRECT, RETURN IT IMMEDIATELY FOR ALTERATION.

IN ALL COMMUNICATIONS THE POLICY NUMBER APPEARING IN LINE ONE OF THE SCHEDULE SHOULD BE QUOTED.

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

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

GLOSSARY

As used herein:

1. MARKET VALUE means the lesser of:

the limit per ANIMAL in respect of that type of ANIMAL as stated in the Schedule; and

Breeding stock, the average published local market value, over 30 days immediately prior to the relevant death of the ANIMALS, for ANIMALS of a similar type or

Meat ANIMALS, the average published local market value, over 30 days immediately prior to the relevant death of finished ANIMALS of the same type that have recently completed a similar growing program. For unfinished ANIMALS, market value will be reduced in relation to live weight gained.

For all other ANIMALS, the fair price at which ownership of the ANIMAL would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.
2. HUMANE DESTRUCTION means:
 - a) that the ANIMAL incurs an injury or is afflicted with an excessively painful disease, and a VETERINARY SURGEON appointed by the Underwriters shall first have given a certificate that the suffering of the ANIMAL is incurable and so excessive that immediate destruction is imperative for humane reasons; or
 - b) that the ANIMAL incurs an injury and a VETERINARY SURGEON appointed by the INSURED shall first have given a certificate that the suffering of the 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.
3. INSURED means:

The person(s), partnership, corporation or organisation specified in the Schedule.
4. VETERINARY SURGEON and/or VETERINARIAN means:

A veterinary surgeon with a currently valid licence, issued by the appropriate governing agency, allowing him to practise veterinary medicine.
5. POST-MORTEM means:

A post-mortem, which shall include a necropsy examination, made by a VETERINARY SURGEON including, but not limited to establishing the identity, the cause of death or the reason for the HUMANE DESTRUCTION of the ANIMAL.

6. ANIMAL means:

Any ANIMAL or ANIMALS specified in the Schedule, which shall include any whole or part interest therein, to the extent of such interest.

7. MEDICATION means:

Any drug, hormone, vitamin, protein or other substance for use on the ANIMAL under the direction of a VETERINARY SURGEON, other than unadulterated food or drink.

INSURING AGREEMENT

The Underwriters agree that, subject to the following terms, conditions and exclusions, in the event of the death of the ANIMAL caused by any accident, injury, illness or disease, the Underwriters will indemnify the INSURED in respect of the MARKET VALUE of the ANIMAL provided that such accident, injury, illness or disease first manifests itself during the period of insurance and death occurs:

- a) during the period of this Insurance; or
- b) for annual policies only, within thirty (30) days after expiry of such period of insurance provided that the INSURED has notified Underwriters in writing during the period of insurance of such accident, injury, illness or disease; or
- c) including HUMANE DESTRUCTION of the ANIMAL in accordance with a certificate of a VETERINARY SURGEON.

INSURED'S AGREEMENT

The INSURED agrees:

- a) to adhere to all of the terms and conditions of this Insurance;
- b) (i) that a breach of any such term or condition expressed to be a condition precedent to liability shall release the Underwriters from liability; and
(ii) that a breach of any term or condition not expressed to be a condition precedent to any liability may render the claim to which that breach relates null and void.

A breach of b) above is deemed to have occurred whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the 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 defence where the Underwriters shall have expressly agreed to the HUMANE DESTRUCTION of the ANIMAL.
2. This Insurance does not cover death or HUMANE DESTRUCTION 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 VETERINARY SURGEON and certified by him to have been necessitated solely by accident, injury illness or disease occurring during the period of this Insurance and to have been carried out in an emergency to save the ANIMAL's life, or
 - b) the giving of any MEDICATION unless in accordance with the manufacturers' recommendations

and approved by the local authorities and certified by the VETERINARY SURGEON to have been of a prophylactic nature or necessitated by accident, disease or illness;

- c) malicious or wilful injury or criminal or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, VETERINARY SURGEONS, bailees or other persons who have care, custody or control of the ANIMAL; or
 - d) failure by the INSURED his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the ANIMAL to provide proper care and attention for the ANIMAL at all times.
3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
- a) nuclear reaction, nuclear radiation or radioactive contamination; or
 - b) 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; or
 - c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

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

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance or at the attachment of animals to cover the ANIMALS are with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any injury, illness, disease or disability or physical abnormality whatsoever.

This condition precedent shall also apply in respect of:

- a) any additional sums insured on the ANIMAL already insured; and/or
- b) any ANIMAL added to this Insurance; and/or
- c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. The INSURED shall immediately advise the Underwriters of any alteration or circumstance of which they become aware which materially affects the risks insured under this Insurance and until the Underwriters are advised of such alteration or circumstance, the Underwriters shall not be liable in respect of any claim or claims due wholly or partially or in any way related to such alteration of circumstance including but not limited to the following:
- a) In the event of an ANIMAL being castrated or spayed this Insurance shall cease to cover such ANIMAL at midnight, local time, immediately prior to the day of such procedure.
 - b) In the event that at any time during the period of this Insurance the ANIMAL is entered but not sold in a public or private auction and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid in such public auction for the INSURED's interest in the ANIMAL as specified in the Schedule, then the Underwriters' limit of liability specified in the Schedule shall automatically be reduced upon the conclusion of the sale or auction to the highest amount bid in such public or private auction for the INSURED's interest in the ANIMAL as

specified in the Schedule. In such event, the INSURED shall within seven (7) days thereafter inform the Underwriters in writing.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which the Underwriters' limit of liability shall have been reduced, calculated on a pro rata basis from the date of such reduction.

3. It is a condition precedent to any liability of the Underwriters hereunder that at the commencement of this Insurance (or any increase, extension or addition to coverage), the INSURED is the sole owner of each ANIMAL, or has a financial interest in the ANIMAL hereby insured. This Insurance shall cease to cover an ANIMAL immediately the INSURED sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
4. It is a condition precedent to any liability of the Underwriters hereunder that the INSURED shall at all times provide proper care and attention for each ANIMAL hereby insured.
5. It is a condition precedent to any liability of the Underwriters hereunder that the ANIMAL shall:
 - a) remain within the geographical limits stated in the Schedule during the whole period of this Insurance, and
 - b) 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 Underwriters from all liability in connection therewith.

6. It is a condition precedent to any liability of the Underwriters hereunder that:
 - a) the INSURED shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish a loss of or damage to the ANIMAL herein insured at their own expense, and
 - b) 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 his own expense employ a VETERINARY SURGEON and, if required by the Underwriters, allow removal of the ANIMAL for treatment, and
 - c) in the event of the death or HUMANE DESTRUCTION of an insured ANIMAL the INSURED shall immediately at his own expense arrange for a POST-MORTEM, and

in either event, a) or b), the INSURED shall immediately give notice 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.

- d) the Underwriters have the right to have a POST-MORTEM carried out by their VETERINARY SURGEON at their own expense.
 - e) After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the ANIMAL at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.
7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed Claim Form and Release within sixty (60) days after the death or HUMANE DESTRUCTION of the ANIMAL.
8. The INSURED shall at all times co-operate with the Underwriters and their representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing immediately upon request by the Underwriters or their representatives access to any person(s), copies and originals of all veterinary records whether held by the INSURED, or by VETERINARY SURGEONS or other third parties; and
- b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the ANIMAL submitting to examinations under oath, if required by the Underwriters or their representatives;
- c) taking all reasonable precautions at their own expense to prevent further losses;
- d) providing particulars and details of the ANIMALS affected and their MARKET VALUE including all information relating to the condition, history, performance, value or otherwise of the ANIMAL together with details of the potential loss suffered and furnishing all salvage receipts, explanations and other evidence required by the Underwriters or their representatives; and
- e) otherwise taking all reasonable precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any actual or potential claim and to retain such evidence until the Underwriters or their representatives have had an opportunity of inspection.

If there is any lack of such co-operation causing prejudice to the Underwriters, any claim by the INSURED will be diminished or extinguished to the extent of that prejudice.

9. If at the time of death or HUMANE DESTRUCTION of an ANIMAL the INSURED has any other insurance in force in respect of the ANIMAL, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the ANIMAL, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the Underwriters have agreed to endorse any other insurance to this Insurance, then 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, for their proportion of the MARKET VALUE in the same ratio as the Underwriters' limit of liability on this Insurance bears to the total amount of all insurance coverage on the ANIMAL for death or HUMANE DESTRUCTION, whether valid or collectable or not.
10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardise or extinguish the rights against a third party or parties to which the Underwriters are subrogated, and shall take all necessary steps to preserve such rights.

The Underwriters shall be entitled to all recoveries from third parties until the amount of the Underwriters' payment under this Insurance has been satisfied in full plus any entitlement to interest from the date of payment of a claim before any monies are paid to the INSURED for his uninsured loss, if any.

Any sums or property received by the INSURED that are due to the Underwriters under their rights of subrogation shall be held on trust for the Underwriters and shall, immediately be paid and/or delivered to the Underwriters following receipt.

11. This Insurance is null and void from inception and the Underwriters are released from all liability hereunder if the INSURED or anyone acting on behalf of the INSURED has:
 - a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or
 - b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

- a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

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 any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgical operations, transit and infertility.

- b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice, when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation. Plus any additional in full premium, to be retained by the Underwriters for additional risks including but not limited to surgery, transit and infertility.
- c) If a loss is paid on any ANIMAL, whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the ANIMAL.
13. The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the law of England and subject to the exclusive jurisdiction of the courts of England and Wales.
14. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve (12) months from the date of the loss of the ANIMAL.
15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

The Table of Syndicates referred to in the Policy follows:-



One Lime Street London EC3M 7HA

SCHEDULE

Policy No or Certificate No:							
Unique Market Reference Number:							
The Insured:							
The address of the Insured: The Geographical Limits:							
Period of Insurance:	<table style="width: 100%; border: none;"> <tr> <td style="width: 10%; padding: 5px;">From:</td> <td style="width: 60%; padding: 5px;">12.01 a.m. local standard time</td> <td style="width: 30%; padding: 5px;"><i>{Inception Date}</i></td> </tr> <tr> <td style="padding: 5px;">To:</td> <td style="padding: 5px;">12.01 a.m. local standard time</td> <td style="padding: 5px;"><i>{Expiry Date}</i></td> </tr> </table>	From:	12.01 a.m. local standard time	<i>{Inception Date}</i>	To:	12.01 a.m. local standard time	<i>{Expiry Date}</i>
From:	12.01 a.m. local standard time	<i>{Inception Date}</i>					
To:	12.01 a.m. local standard time	<i>{Expiry Date}</i>					
The total limit of the Underwriters' Liability:							
The Premium:							
The person(s) to whom Notice is to be given in accordance with Condition 6):							
Endorsements:							
Dated in:	the:						

THE ANIMAL(S) INSURED

Name/Breed	Sex (state if castrated or spayed)	Age (date of birth if under one year)	Use	The Limit of The Underwriters' Liability

