



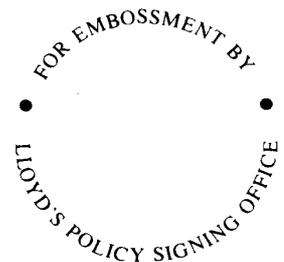
Lloyd's Livestock Policy

Whereas the Assured named in the Schedule herein has made to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters') a Written Proposal, bearing the date stated in the Schedule, which is hereby agreed to be the basis of this contract and to be considered as incorporated herein, and has paid the Premium stated in the Schedule,

Now Know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Executors and Administrators, and in respect of his due proportion only, to pay in respect of claims which shall be substantiated under this Policy, to the extent and in the manner hereinafter provided.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE
General Manager



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

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

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 resulting from

- (a) fire, lightning, explosion, or smoke resulting therefrom,
- (b) collision, derailment or overturning of conveyances in which the animal is being conveyed by railroad (but the coming together of railroad cars during coupling operations shall not be deemed a collision within the meaning of this Insurance),
- (c) sinking, burning or collision of vessels in which the animal is being conveyed on inland waterways only,
- (d) collision or overturning of the road vehicle in which the animal is being conveyed other than collision with vehicles owned or operated by or in the use, custody or control of the Assured, his Employees or Agents,
- (e) accident to an aircraft in which the animal is being conveyed (but intentional destruction of an animal which becomes uncontrollable (berserk) shall not be deemed a direct result of an accident to an aircraft), or
- (f) windstorm, hail, earthquake, flood, objects falling from aircraft,

(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 any peril insured hereunder occurring during the currency hereof, and subject to written notice of such occurrence having been given to the Underwriters before the expiry of this Insurance) we will indemnify the Assured in respect of the actual value of such animal at the time of the occurrence 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 defence
 - (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 Underwriters 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 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), (b) or (c) 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) malicious or wilful injury whether or not caused by any Assured,
 - (b) wilful misconduct or negligence of the Assured, his Servants or Agents,
 - (c) the Assured, his Servants or Agents, having caused or suffered anything to be done whereby the risks hereby insured against are, or may be, increased,

- (d) any breach of law by the Assured,
 - (e) the animal being located at any race track or track stable,
 - (f) nuclear fission, nuclear fusion or radioactive contamination,
 - (g) loss or damage caused by strikers, locked-out workmen or persons taking part in labour disturbances.
3. This Insurance does not cover death directly or indirectly caused by, happening through or in consequence of
- (a) confiscation or nationalisation 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 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 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 pro rata basis from the date when such animal was so entered or raced.

4. It is a condition precedent to any liability of the Underwriters hereunder that
 - (a) the animal shall have remained within the limits of the Continental United States of America and Canada 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.

5. 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) in the event of any occurrence which could give rise to a claim hereunder 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
- (c) in the event of the death of an insured animal from a peril insured hereunder 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
- (d) in either event 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 so to do 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).

- 6. The Assured shall file with the Underwriters a detailed sworn proof of loss within sixty days after the death of the animal.
- 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 collectable, 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 collectable.

- 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 effectively to bring suit in the name of the Assured including the execution and delivery of the customary form of loan receipt.
- 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. It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the person or persons named in the Schedule, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

11. 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

Period of insurance up to 3 months	40% annual rate retained by Underwriters
Period of insurance up to 6 months	70% annual rate retained by Underwriters
Period of insurance up to 9 months	85% annual rate retained by Underwriters
Period of insurance over 9 months	100% annual rate retained by Underwriters

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

LLOYD'S

One Lime Street London EC3M 7HA