



Commonwealth
Underwriters Ltd.

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ANIMAL MORTALITY COVERAGE PART

In consideration of the payment of the premium, in reliance upon the statements in the Application made a part hereof, and subject to all the terms of the Policy, the Company agrees with the Named Insured as follows:

PROPERTY COVERED AND AMOUNT INSURED:

The Policy insures the animal(s) described in the schedule set forth herein, only while solely and unconditionally the property of the Named Insured, wherever they may be for the actual cash value of each animal at the time a loss covered by the Policy occurs, up to, but in no event, to exceed the amount stated in said schedule, and each animal(s) shall be deemed to be separately insured under the Policy.

SCHEDULE OF ANIMALS PROPOSED FOR INSURANCE							
Whether Horse, Cattle, Sheep or Pig	SEX Male Castrated Male, Female or Sterilized Female	FULL DESCRIPTION NAME, BREED, COLOR, MARKS AND BRANDS AND ON WHAT PART OF BODY (If necessary, attach a separate sheet)	AGE (date of birth if under one year)	CASH Price Paid	If Purchased, state details of any contingent commission or expense	Date Of Purchase	Sum to be Insured
				\$			\$
				\$			\$
				\$			\$
				\$			\$
				\$			\$
				\$			\$

PERILS INSURED:

THE POLICY IS A MORTALITY POLICY AND INSURES AGAINST LOSS BY DEATH AND THEFT ONLY BUT EXCLUDES ESCAPE AND MYSTERIOUS DISAPPEARANCE. The Policy does NOT insure against loss by reason of an insured animal becoming unsuitable for a particular use of purpose including the use specified in the schedule of the Policy, whether as a result of disease or injury or otherwise, or death by intentional destruction because of such unsuitability.

Loss by death, against which the Policy does insure, includes death by intentional destruction for humane reasons to avoid or terminate incurable and excessive suffering, if such destruction is so accomplished in accordance with the terms hereof. Such intentional destruction is covered if, and only if, (a) the Company, in advance of the destruction, agrees that it may be done and that the resultant death shall constitute a valid claim, or (b) a veterinarian appointed by the Company certifies, in advance of the destruction, that it is necessary to terminate incurable and excessive suffering.

The Company shall have the right, at any time, in its discretion and at its sole expense to assume control over the treatment of an insured animal(s) which is (are) sick or injured and may, for the purpose of treatment, move such animal(s) at the Company's expense to any place at which treatment is available and cause the same to be administered by veterinarians of the Company's choice.

THIS COMPANY SHALL NOT BE LIABLE FOR:

- A. The death of any animal(s) described herein if such animal(s) shall be used for the purpose other than as specified in the schedule of the Policy.

ANIMAL MORTALITY COVERAGE PART (continued)

- B.** Death directly or indirectly caused by, happening through or in consequence of the administration of any medication unless administered by a qualified veterinarian and certified by the veterinarian to have been of prophylactic nature of 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.** Loss caused by or resulting directly or indirectly from failure to provide proper care and attention for the insured animal(s) or from willful or malicious injury by the Insured, his agent, employees, or bailees (except bailees for hire) or resulting from any fraudulent, dishonest or criminal act or omission done by or at the instigation of the Insured or any employee or others having the care, custody or control of the animal(s), including independent contractors.
- D.** Death directly or indirectly caused by, happening through or in consequence of poisoning.
- E.** Death directly or indirectly caused by, happening through or in consequence of 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.
- F.** 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.
- G.** Loss in respect to any animal which has been "nerved" at or above the fetlock, unless specifically endorsed hereon as covered.
- H.** Loss caused by or resulting from war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident of any of the foregoing.
- I.** Loss by nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the peril(s) insured against in the Policy.

SPECIFIC CONDITIONS:

- A.** At the commencement of this insurance each animal(s) insured under the Policy must be in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.
- B.** At the commencement of this insurance the Insured must be the sole owner of each animal insured under the Policy, unless the Policy is endorsed otherwise. The 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, unless the Policy is endorsed otherwise.
- C.** In the event of an animal(s) being operated upon for castration or spaying, the Policy shall cease to cover such animal(s) at midnight, local standard time, immediately prior to the day of such operation.
- D.** No coverage is afforded under the policy for any animal(s) that is (are) used for racing or its intended use is racing.
- E.** In the event of any illness, disease, lameness, injury, accident or physical disability of or to an insured animal(s) the Insured shall immediately at his own expense employ a qualified veterinarian, to give proper care and to use every possible means to save the life of the animal(s) and THE INSURED SHALL IMMEDIATELY GIVE NOTICE TO THE COMPANY (WHO WILL INSTRUCT A VETERINARIAN 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). COMPLIANCE WITH THE FOREGOING IMMEDIATE NOTICE PROVISION SHALL BE A CONDITION

ANIMAL MORTALITY COVERAGE PART (continued)

PRECEDENT TO RECOVERY UNDER THE POLICY WHETHER OR NOT THE FAILURE TO GIVE IMMEDIATE NOTICE DOES OR DOES NOT RESULT IN ACTUAL PREJUDICE TO THE COMPANY.

GENERAL CONDITIONS:

A. Notice of Loss:

In the event of the death of any animal(s) insured hereunder, the Insured shall at once give notice by telephone or fax to the Company and shall also file with the Company or its 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 or having an inspection and examination by a qualified veterinarian, who shall issue to the Company, at the Insured's expenses, a certificate of death which shall certify as to the results of his examination, including a postmortem examination report.

Failure by the Insured to report the said loss and to file such sworn proof of such loss shall invalidate any claim under the Policy for such loss.

B. Thirty 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 thirty (30) days after the expiration of the Policy as a result of any accident, illness, disease or physical disability occurring during the period of the Policy.

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

C. Salvage Clause:

In the event the Company shall consent to the sale or slaughter for food or other purposes of any animal(s) insured under the Policy, the Company shall be entitled to a credit on the amount due under the 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(s) or for any expense thereof.

D. Other Insurance:

If at the time of the death of the animal(s), the Insured has any other insurance in force in respect to the animal(s), whether or not such insurance is valid or collectible, the Company shall be released from all liability in connection with such animal(s) unless the agreement of the Company to such other insurance is endorsed on the Policy.

If the agreement of the Company to such other insurance is endorsed on the Policy, then the Company shall not be liable for a greater proportion of any loss than the amount for which such animal(s) has been insured under the Policy bears to the total insurance in effect with respect to such animal(s) at the time of loss whether or not such other insurance is valid or collectible.

E. Assignment:

The Policy shall be void if assigned or transferred without the written consent of the Company.

F. Cancellation:

The Policy may be canceled by the Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. The Policy may be canceled by the Company by mailing to the Insured at the address shown in the Policy or last known address notice stating when not less than five days thereafter such cancellation shall be effective. 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.

If the Insured cancels, earned premiums shall be computed in accordance with the short rate table. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments may be made at

ANIMAL MORTALITY COVERAGE PART (continued)

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 or 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 any loss is paid on the animal(s), the premium applicable to such animal(s) shall be fully earned and no premium shall be due the Insured.

Short Rate Cancellation Table:

The following table is the percentage of yearly premium to be retained by the Company when cancellation is on a short rate basis.

If 1/12 of time has expired, retain 30 percent.
If 2/12 of time has expired, retain 40 percent.
If 3/12 of time has expired, retain 50 percent.
If 4/12 of time has expired, retain 60 percent.
If 5/12 of time has expired, retain 65 percent.
If 6/12 of time has expired, retain 70 percent.
If 7/12 of time has expired, retain 75 percent.
If 8/12 of time has expired, retain 80 percent.
If 9/12 of time has expired, retain 85 percent.
If 10/12 of time has expired, retain 90 percent.
If 11/12 of time has expired, retain 95 percent.
Any part of 1/12 to be counted as a full twelfth.

Other terms and conditions of the Policy, not in conflict herewith, remain unchanged.