



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-389-5000

EQUINE MORTALITY - BROAD FORM

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EQUINE MORTALITY - BROAD FORM

Please read this entire Policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations of this Policy. The words "we," "us," "our" and "the Company" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VIII. - DEFINITIONS.**

I. INSURING AGREEMENT

We will provide the insurance coverage described in this Policy in:

- A.** consideration of the premium you pay to us;
- B.** reliance upon the accuracy and completeness of the statements, representations and warranties set forth in any application, veterinary certificate and/or declaration of health that are submitted to us by you or on your behalf, which are deemed a part of this Policy and incorporated herein by reference; and
- C.** consideration of your compliance with all of the terms, provisions and conditions of this Policy.

II. COVERED CAUSES OF LOSS

Subject to all of the terms, provisions, conditions, exclusions and limitations of this Policy, we will insure your "ownership interest" in each "horse" specified in the Declarations of this Policy against the following Covered Causes of Loss:

A. Mortality

The death or "authorized humane destruction" of a "horse" occurring:

- 1. during the "policy period" of this Policy; or
- 2. within 120 days immediately after the end of the "policy period" if (i) the "policy period" is 365 days or longer, and (ii) you do not renew your insurance with us for the "horse" after the "policy period" has ended,

provided that the death or "authorized humane destruction" results directly from one or more of the following:

- a) an accident, injury, lameness condition or lameness injury, or physical disability that is first sustained or that first occurs, or an illness or disease that is first contracted or that first occurs, during the "policy period," and further provided that such accident, injury, lameness condition or lameness injury, physical disability, illness or disease is reported to us within the "policy period"; or

- b) a surgical operation of one of the following three kinds, performed during the "policy period":
- (1) Surgery performed by a "qualified veterinarian" who certifies that the surgery is both:
 - (a) necessitated solely by either an accident, injury, lameness condition or lameness injury or physical disability that is first sustained or that first occurs, or an illness or disease that is first contracted or that first occurs, during the "policy period"; and
 - (b) performed in an emergency attempt to save the "horse's" life; or
 - (2) Surgery performed by a "qualified veterinarian" that is either:
 - (a) to repair or remove a bone-chip; or
 - (b) periosteal stripping surgery; or
 - (c) screw fixation surgery; or
 - (d) roarer or tie-back or laryngeal hemiplegia surgery; or
 - (e) surgery to repair or remove osteochondrosis (OCD) lesions; or
 - (f) check ligament desmotomy or annular ligament clipping; or
 - (g) surgery to repair an umbilical hernia; or
 - (3) Surgery not described in II.A.2.b)(1) or (2), above, but only if you provide us with notice of the proposed surgery at least seven (7) days in advance of its performance and we agree by written endorsement to cover death or "authorized humane destruction" resulting directly from that surgery in exchange for an additional premium.

Death or "authorized humane destruction" as a result of or contributed to by any surgery not expressly described in II.A.2.b)(1)-(3) above is not a Covered Cause of Loss.

For the purposes of Covered Cause of Loss A. Mortality, the date of the "horse's" death or "authorized humane destruction" is deemed the date of loss.

B. Theft

The "theft" of a "horse" during the "policy period" or the death or "authorized humane destruction" of a "horse" during the "policy period," resulting directly from the "theft" of that "horse" during the "policy period," provided that:

1. during the twelve (12) months immediately before the beginning of the "policy period":
 - a) no threat was made against you or any "horse" owned, in whole or in part, by you; and
 - b) there was no attempted "theft" of any "horse" owned, in whole or in part, by you; and
2. you immediately report any disappearance of a "horse" to us and to law enforcement, and you follow law enforcement's instructions; and
3. notwithstanding 2., above, you do not pay, or agree or promise to pay, any ransom or give any assurance of such a nature to any third party; and

4. the "horse" is not recovered within ninety (90) days from the date you advise us of its disappearance.

For the purposes of Covered Cause of Loss **B. Theft**, the date of the "horse's" "theft" is deemed the date of loss.

If we pay a claim to you for loss by "theft," we have the right to take title and ownership of your "ownership interest" in the "horse" if the "horse" is subsequently recovered and you fail to return the claim payment to us within forty-five (45) days after recovery.

C. Wobbler Syndrome

A diagnosis that a "horse" which is twelve (12) years old or younger has "Wobbler Syndrome," such diagnosis having first been made:

1. during the "policy period" of this Policy; or
2. within 120 days after the end of the "policy period" if (i) the "policy period" is 365 days or longer, and (ii) you do not renew your insurance with us for the "horse" after the "policy period" has ended,

provided that

- a) the "horse" first manifested any symptoms of "Wobbler Syndrome," and those symptoms were reported to us, during the "policy period"; and
- b) you submit a written report to us from a "qualified veterinarian" appointed by you that
 - (1) diagnoses the "horse" with "Wobbler Syndrome"; and
 - (2) certifies that in the opinion of the "qualified veterinarian" the "horse" will not recover and its "Wobbler Syndrome" is irreversible; and
- c) we and/or a "qualified veterinarian" appointed by us agree with your "qualified veterinarian" as to the diagnosis of the "horse" having "Wobbler Syndrome," that the "horse" will not recover and that its "Wobbler Syndrome" is irreversible; and
- d) you agree to either:
 - (1) humanely destroy the "horse," or
 - (2) if we require, transfer to us full title to and ownership of your interest in the "horse"; and
- e) any disagreement between your "qualified veterinarian" and our "qualified veterinarian" as to whether the "horse" has "Wobbler Syndrome," will not recover from "Wobbler Syndrome" and/or that its "Wobbler Syndrome" is irreversible, will be referred to an independent "qualified veterinarian":
 - (1) who is to be mutually agreed upon by your "qualified veterinarian" and our "qualified veterinarian"; and
 - (2) whose decision will be final and binding upon you and us. The fee for the independent "qualified veterinarian" will be apportioned equally between you and us.

For the purposes of a Covered Cause of Loss of **C. Wobbler Syndrome**, the date we agree to pay a claim under **II.C.** of this Policy is deemed the date of loss.

III. PAYMENT OF LOSS

Except as otherwise provided in this Policy or in any written endorsement to this Policy, if a Covered Cause of Loss of a "horse" occurs as described in SECTION II. - COVERED CAUSES OF LOSS, above, we will pay you the "agreed value" of your "ownership interest" in that "horse" as specified in the Limits of Liability section of the Declarations applicable to that "horse." Unless increased by written endorsement onto this Policy, the most we will pay you under this Policy for the sum of any and all losses of your "ownership interest" in any one "horse" will be that "agreed value."

However, if at any time during the "policy period" of this Policy a "horse" is:

- A. entered into a claiming, selling or combination race and the lowest amount for which your "ownership interest" in that "horse" could be claimed or sold in that race is less than the "agreed value" of your "ownership interest" in that "horse" as specified in the Limit of Liability section of the Declarations, the "agreed value" for that "horse" will be automatically reduced, effective as of the time and date of the race and through the remainder of the "policy period" and any extension of coverage pursuant to paragraph II.A.2. and II.C.2. to the lowest amount for which your "ownership interest" in that "horse" could have been claimed or sold in that race; or
- B. castrated or spayed, we reserve the right to review and reduce the "agreed value" of your "ownership interest" in that "horse" as specified in the Limit of Liability section of the Declarations applicable to that "horse."

When we are notified by you of the event of either III.A. or B. above and the "agreed value" is accordingly reduced, we will recalculate the premium for that "horse" to reflect the reduced "agreed value" and return to you any excess premium you have paid, calculated on a pro-rata basis from the date of such event.

Furthermore, if on the date a Covered Cause of Loss of a "horse" occurs, your actual "ownership interest" in that "horse" is less than your "ownership interest" at the beginning of the "policy period" in respect of that "horse," then, unless otherwise agreed to by us, the amount we will pay you upon the Covered Cause of Loss of that "horse" will be automatically reduced proportionately to reflect your decreased "ownership interest" in that "horse."

IV. EXCLUSIONS

- A. Regardless of any other cause or event that contributes concurrently or in any sequence to the loss of a "horse," this insurance does not cover any loss of a "horse" that, directly or indirectly, is caused by, results from, arises out of or is contributed to by any of the following:
 - 1. Any accident, injury, lameness condition or lameness injury or physical disability that was sustained by or occurred to, or any illness or disease that was contracted by or occurred to, the "horse" before the beginning of the "policy period" of this Policy.
 - 2. Any dishonest, fraudulent, criminal, intentional, or malicious act or omission committed to, on, or against a "horse" by:
 - a) you or any co-owner of that "horse;" or
 - b) any employee, agent, veterinarian, bailee, or family member of a person or organization described in 2.a); or
 - c) any other person or organization having care, custody, or control of the "horse."

3. The intentional destruction, slaughter, or killing of a "horse," whether by or under the order of any federal, state, or local government, public body, or local authority, or by any person or body having or claiming jurisdiction over the matter. This exclusion, however, does not apply:
 - a) to the death of a "horse" by "authorized humane destruction" resulting directly from any one or more of the Covered Causes of Loss described in section II. of this Policy; or
 - b) if the "horse" is destroyed while on board an aircraft, and such destruction is carried out by or on the order of the responsible authority at the time and later confirmed by a sworn statement by that authority that in his opinion:
 - (i) the "horse" became so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or other cargo; and
 - (ii) the aircraft was not carrying any other stock to which the "horse" had a natural antipathy.
4. The giving of any "medication" to the "horse." This exclusion, however, does not apply if:
 - a) the "medication" was given by either (i) a "qualified veterinarian" or (ii) experienced personnel directed by a "qualified veterinarian" to give the "medication"; and
 - b) that "qualified veterinarian" certifies that the giving of the "medication" was either (i) for a preventative purpose or (ii) necessitated by an accident, injury, lameness condition or lameness injury or physical disability that was sustained, or an illness or disease that was contracted, during the "policy period."
5. Any voluntary parting with, possession of, or title to a "horse," or with an "ownership interest" in a "horse," as a result of any fraud, trickery, or false pretense.
6. Any nuclear fission, fusion, reaction or radiation, or radioactive contamination.
7. Any confiscation, nationalization or requisition by or under the order of any federal, state, or local government, public body or local authority, or any person or body having or claiming jurisdiction over the matter.
8. Any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike, or civil commotion.
9. Any mysterious or unexplained disappearance or escape of a "horse."

V. WHO IS AN INSURED

No person or organization, other than the Named Insured shown in the Declarations, is an insured or loss payee under this Policy, unless expressly designated as such in a written endorsement we issue to be a part of this Policy, and then only to the extent described in that endorsement.

VI. CONDITIONS PRECEDENT

EACH OF THE FOLLOWING IS A CONDITION PRECEDENT TO ANY LIABILITY BY US UNDER THIS POLICY. ANY FAILURE TO SATISFY ANY ONE OR MORE OF THESE CONDITIONS PRECEDENT, OR OF ANY CONDITION PRECEDENT IN ANY ENDORSEMENT TO THIS POLICY, IN RESPECT OF ANY "HORSE," LOSS, OR CLAIM, WILL INVALIDATE COVERAGE IN RESPECT OF THAT "HORSE," LOSS, OR CLAIM AND WILL RELEASE US FROM ALL LIABILITY IN RESPECT OF THAT "HORSE," LOSS, OR CLAIM.

A. Health of Covered "Horses"

It is a condition precedent to our liability under this Policy that at the beginning of the "policy period," each "horse" specified in the Declarations is in sound health and free from any illness, disease, injury, lameness condition or lameness injury or physical disability of any kind.

This condition precedent also applies to:

1. any increase in the "agreed value" of your "ownership interest" in a "horse" already insured under this Policy;
2. any "horse" that is added to this Policy; and
3. any extension of or addition to coverage for a "horse" already insured under this Policy.

In any of the above cases, 1., 2. and 3., this condition precedent must be satisfied as of the effective date of any such increase, addition or extension of or addition to coverage.

Our acceptance of an application, veterinary certificate, health statement and/or declaration of health submitted to us for insurance on any "horse" under this Policy or for any increase, extension of or addition to coverage on a "horse" will not remove, satisfy or waive the requirement of full compliance with this condition precedent.

B. Coverage Territory

Unless otherwise provided in a written endorsement to this Policy, it is a condition precedent of any liability by us under this Policy that at all times during the entire "policy period" and during any extensions of coverage each "horse" remains within the Continental United States of America and Canada, including during transits therein and between.

C. Proper Use

It is a condition precedent of any liability by us under this Policy that no "horse" is used at any time during the "policy period" or during any extensions of coverage for any purpose that is not specified in the Declarations. If you intend to use a "horse" for a purpose other than that specified in the Declarations, you must notify us in advance of that use and secure our agreement in a written endorsement to insure the "horse" for that other purpose. If we agree to do so, we may condition our agreement on the payment of additional premium.

D. Proper Care and Attention

It is a condition precedent of any liability by us under this Policy that each "horse" is provided with proper care and attention at all times during the "policy period" and during any extensions of coverage.

E. Insurable Interest

It is a condition precedent of any liability by us under this Policy that you hold an "ownership interest" in each "horse" at the beginning of the "policy period," and during the entire "policy period" and any extension of coverage you maintain for each "horse."

F. Your Duties in the Event of Accident, Injury, Illness, Lameness Condition or Lameness Injury, Disease, or Physical Disability

It is a condition precedent of any liability by us under this Policy that, in the event of any accident, injury, illness, lameness condition or lameness injury, disease, or physical disability of any kind of or to a "horse," you do each and every one of the following or have it done by another:

1. immediately, and at no expense to the Company, employ a "qualified veterinarian" to provide medical care to the "horse";
2. give immediate notice to us of the accident, injury, illness, lameness condition or lameness injury, disease, or physical disability of any kind. Such notice should be given by telephone to us at our **24 Hour Equine Operations Call Number: 1-800-331-0211**, and must include (a) a description of the accident, injury, illness, lameness condition or lameness injury, disease, or physical disability and (b) the name and contact information of the "qualified veterinarian" caring for the "horse";
3. use all reasonable means possible to save the life of the "horse"; and
4. allow us to examine, and if we so require, to assume control over the treatment of the "horse" by a "qualified veterinarian" of our choice, at our expense, and allow the "horse" to be removed for such treatment. If you are only a part-owner of the "horse," you must use your best efforts to secure the agreement of the remaining owner(s) to our assuming such control and having the "horse" removed.

G. Your Duties in the Event of a Covered Cause of Loss

It is a condition precedent to any liability by us under this Policy that, in the event of any loss of a "horse" because of the occurrence of a Covered Cause of Loss, you do each and every one of the following or have it done by another:

1. give immediate notice to us of the occurrence of the Covered Cause of Loss. Such notice should be given by telephone to us at our **24 Hour Equine Operations Call Number: 1-800-331-0211**;
2. in the event of the death or "authorized humane destruction" of a "horse," arrange for a "qualified veterinarian" to conduct a "necropsy" at no expense to the Company. However, we reserve the right to have a "necropsy" conducted by a "qualified veterinarian" we select, at our own expense;
3. in the event of the death or "authorized humane destruction" of a "horse," send us the death certificate and the "necropsy" report;
4. file with us a detailed, sworn proof of loss within sixty (60) days after the death, "authorized humane destruction" or diagnosis of "Wobbler Syndrome" of a "horse," and within ninety (90) days after the "theft" of a "horse"; and
5. assist and cooperate with us and our representatives in the adjustment and investigation of any claim or potential claim by:
 - a) providing us and our representatives with access to any person(s), information, records and documents we may require; and

- b) submitting and, so far as is within your power causing other persons to submit, to examinations under oath if required by us.

H. Notice

Any breach in any respect of any of the Conditions Precedent set forth in VI.A. through G. above, and/or of any one or more of the additional conditions precedent set forth in any endorsement to this Policy, whether you have personal knowledge of such circumstances or events or such knowledge is confined to your family members, representatives, agents, veterinarians, employees, bailees, co-owners or other persons who have care, custody or control of a "horse" at any point in time, will render your claim null and void and release us from all liability.

VII. OTHER CONDITIONS

A. Other Insurance

Any claim you may have for the loss of a "horse" under this Policy or any endorsement will be rendered null and void and we will be released from all liability if, at the time of the loss, you have any other insurance in force that insures against loss of that "horse" or your "ownership interest" in it, whether that other insurance is valid and collectible or not, unless we have agreed, in a written endorsement to this Policy, to such other insurance.

If we issue an endorsement agreeing to such other insurance, then we will pay you only the amount, if any, by which the amount we would otherwise be obligated to pay you under this Policy exceeds the amount of that other insurance, whether that other insurance is valid and collectible or not.

Unless we agree otherwise in writing, if we pay a loss under this Policy, you are not entitled to receive any payment for any type of loss in respect of the same "horse" under any other policy or endorsement issued by us or any company affiliated with us.

B. Premium

If we pay a claim for the loss of a "horse" under this Policy, the entire "policy period" premium for that "horse," including premium for any and all endorsements applicable to that "horse," is deemed fully earned and is immediately due and payable. In the event any premium, whether billed or not, is outstanding in respect of any "horse" at the time you make a claim under this Policy in respect of that "horse," we have the right to offset the outstanding premium from any payment we make to you or to any loss payee for the claim in respect of that horse. Otherwise, the premium for insurance on a "horse" under this Policy is deemed earned pro rata by day throughout the "policy period."

C. Cancellation

You may cancel the insurance under this Policy, either in its entirety or only as to a specific "horse" or "horses," on a pro rata basis at any time, by providing us written notification within ten (10) days of your intent to cancel, stating the date and time such cancellation is to be effective.

When you have not paid the premium, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.

We may cancel the insurance under this Policy, either in its entirety or as to a specific "horse" or "horses," by mailing or delivering to you, at your address shown in the Declarations, written notice of cancellation at least ten (10) days before the effective date of such cancellation.

Upon any cancellation by you or by us, we shall return to you the paid premium less the earned portion. If this insurance is canceled effective before the end of the "policy period" shown in the Declarations, whether by you or by us, the "policy period" automatically ends when the cancellation becomes effective.

D. Subrogation Rights

If we pay a claim for a loss of a "horse" under this Policy, then we will be subrogated, to the extent of such payment, to all of your rights and remedies against any other party that may be responsible for that loss and will be entitled at our own expense to sue in your name.

You must execute all documents, appear to give testimony and give us all such other assistance as we may require to secure such rights and remedies. You must not do anything to jeopardize or extinguish our rights of subrogation.

Our rights of subrogation against any third parties who may be legally responsible or liable, in whole or in part, for a loss we pay under this Policy will have priority over any and all claims that you have against such third parties for any and all monetary damages sustained or alleged to be sustained by you relating to the losses that are not covered by this Insurance. We will, therefore, be entitled to recover and receive first, to the extent of our payment to you of a claim under this Policy, all monetary amounts recovered from any third parties who may be legally responsible or liable, in whole or in part, for the loss, before you will be entitled to recover or receive any monetary amounts from such third parties for any and all monetary damages sustained or alleged to be sustained by you that are not covered by this Insurance.

E. Concealment, Misrepresentation, or Fraud

The insurance under this Policy is null and void from inception and we are released from all liability under this Policy if you or anyone acting on your behalf has committed any fraud or concealed, misrepresented, omitted or failed to disclose any material fact or circumstance, relating to this Policy, any "horse" insured under this Policy, your "ownership interest" in any "horse" insured under this Policy, or any loss or claim under this Policy.

F. Suit Against the Company

No suit, action or proceeding against us for the recovery of any sum under this Policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months after your discovery of the occurrence which gives rise to the claim. If, however, the laws of the State within which the Policy is issued render such limitation invalid, then any such suit, action, or proceeding shall be void unless commenced within the shortest limit of time permitted by the laws of such State to be fixed herein.

Moreover, no suit, action or proceeding for the recovery of any sum under this Policy may be brought against us unless you have first fully complied with all terms, conditions and provisions of this Policy.

G. Disposal

If a "horse" dies, then, upon receiving permission from us, you shall remove and dispose of the remains of that "horse" at your own expense.

H. Assignment

1. Neither your rights nor your duties under this Policy may be transferred without our written consent, except in the case of the death of an individual Named Insured. Subject to 2., below, any claim you may have for any loss under this Policy or any endorsement to this

while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

I. Conformance to Statute

To the extent any provision of this Policy conflicts with a statute or regulation of the state or country within which this Policy is issued, that provision shall be deemed amended so as to conform to minimum mandatory requirements of that statute or regulation.

VIII. DEFINITIONS

- A. "Agreed value,"** with regard to a particular "horse," means the amount of insurance for your "ownership interest" in a "horse," as shown in the Limits of Liability section of the Declarations of this Policy, subject to any reductions as set forth in this Policy.
- B. "Authorized humane destruction"** means the intentional destruction of a "horse" under any of the following circumstances:
 - 1. where we, without any condition, qualification, or reservation, have expressly agreed to the destruction of the "horse"; or
 - 2. where a "horse" sustains an injury and a "qualified veterinarian" appointed by you certifies to us that the suffering of the "horse" is incurable and so excessive that immediate destruction is imperative for humane reasons; or
 - 3. where a "horse" sustains an injury or is afflicted with an excessively painful illness or disease and a "qualified veterinarian" appointed by us certifies to us that the suffering of the "horse" is incurable and so excessive that immediate destruction is imperative for humane reasons.
- C. "Horse"** means any horse specified or described in the Declarations of this Policy.
- D. "Medication"** means any drug, vaccine, hormone, vitamin, protein, supplement, or other substance (other than unadulterated food or drink).
- E. "Necropsy"** means a post-mortem examination and dissection of a dead "horse" conducted by a "qualified veterinarian" to establish the identity of the "horse" and the cause of its death or the reason for its "authorized humane destruction."
- F. "Ownership interest"** with regard to a particular "horse" means the ownership interest you hold in that "horse" at the beginning of the "policy period," during the "policy period," and during any extension of coverage under this Policy.
- G. "Policy period"** means the period of time for which this Policy is in force, as shown in the Declarations of this Policy. The "policy period" begins at the date and time designated as **From** in the Declarations, and ends at the date and time designated as **To** in the Declarations. If we agree to add one or more "horses" by endorsement to this Policy after the **From** date in the Declarations, the "policy period" for each such "horse" begins on the effective date of each endorsement adding such "horse" and shall end on the **To** date in the Declarations. However, if

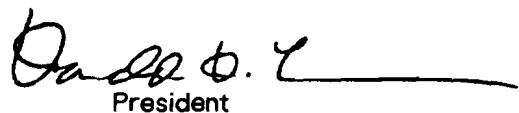
the Policy is cancelled effective before the end of the "policy period" shown in the Declarations, by you or by us, the "policy period" automatically ends when cancellation becomes effective.

- H. "Qualified veterinarian" means a physician or surgeon experienced in equine practice and medicine who has a currently valid license to practice veterinary medicine.
- I. "Theft" means the unlawful taking of a "horse" by another.
- J. "Wobbler Syndrome" means cervical vertebral malformation, spinal cord compression and/or cervical compressive myelopathy confirmed by reports from two (2) different qualified veterinarians, both of whom opine that the horse will not recover and that the condition is irreversible. However, "Wobbler Syndrome" does **NOT** include any one or more of the following:
 - 1. Equine Protozoal Myelitis;
 - 2. any other cause of spinal cord ataxia; or
 - 3. arthritis or arthritic changes, unless confirmed by a myelogram that such arthritis or arthritic changes have resulted in spinal cord compression.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, WHICH ARE HEREBY SPECIFICALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, and conditions as may be endorsed hereon or added hereto, and no officer or representative of the Company shall have the power to change or be deemed to have waived any provisions or conditions of this Policy unless such change or waiver shall be written upon or attached hereto, nor shall any privilege, agreement, or permission affecting the insurance under this Policy exist or be claimed by the Named Insured unless so written or attached.

IN WITNESS WHEREOF, the "Company" has caused this Policy to be signed by its President and Secretary and countersigned by its authorized representative.


Secretary


President