

## ENHANCED GAME AND EXOTIC LIVESTOCK

### COVERAGE

We insure the livestock listed on the Declaration Page and/or supplementary schedule, for their fair market value not exceeding the applicable amount of insurance, subject to the terms and conditions in the policy or on this form. This form is subject to 80% Co insurance clause and covers anywhere in Canada or the United States of America.

### DEFINITION

"Livestock" means deer, elk, wapiti, bison, buffalo, beefalo, zebra, camel, bactrian, llama, pot bellied pig, mountain goats, ostrich, emu, rhea or other birds and ungulate animals raised for commercial purposes.

### INSURED PERILS - COVERAGE "A"

Livestock listed on the Coverage "A" Schedule in the Declaration Page is insured against direct damage resulting in death or humane destruction made necessary by:

- (1) Fire; Explosion;
- (2) Windstorm or Hail; Hurricane;
- (3) Flood, meaning rising waters;
- (4) Earthquake; Collapse of buildings, bridges, culverts;
- (5) Falling objects directly striking the livestock;
- (6) Impact by aircraft or land vehicle. There is no coverage for impact by vehicles owned or operated by you, your employee, or any household member of either;
- (7) Collision, derailment or overturn of a land vehicle on which the insured livestock is transported;
- (8) Stranding, sinking, burning or collision of marine vessels on which the insured livestock is being transported;
- (9) Vandalism or malicious acts;
- (10) Riot; Riot attending a strike or civil commotion;
- (11) Burglary, meaning theft of livestock from the premises following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit;
- (12) Accidental Shooting but excluding accidental shooting by you, your employee, or any household member of either;
- (13) Lightning;  
In the event a loss occurs to confined livestock resulting from this peril, physical signs of damage to either livestock, building or equipment is required.
- (14) Electrocutation;
- (15) Blizzard, rain, sleet or snowstorm,
- (16) Drowning, excluding choking on their own internal fluids;
- (17) Attack by dogs and wild animals (in excess of Government Compensation);
- (18) Rabies (in excess of Government Compensation);
- (19) Smoke or fumes. There is no coverage under this peril for loss resulting from:
  - (a) any intentional fire by you;
  - (b) any electrical power interruption or any electrical or mechanical breakdown of any equipment;
- (20) Huddling, piling, stampeding, smothering, freezing or change in temperature; but only as an immediate and direct result of actual physical damage caused by an insured peril (1) through (15) above, occurring to the building in which the livestock is confined or to the equipment of this building.

### OPTIONAL PERIL UNDER COVERAGE "A".

(The following is applicable only when specifically shown on the Declaration Page.)

- (21) **Entrapment:** meaning the accidental and physical ensnaring or entrapping of the livestock by an external means whether or not while voluntarily or involuntarily restrained.

There is no coverage under this peril for loss due to:

- (a) the animal having been split or sprattled;
- (b) choking on feed, medicine or foreign objects;
- (c) animal birth, or any sickness or disease;
- (d) the animal becoming trapped or cast by the contours or depressions of the land including but not limited to any furrow, gully, ditch, hill or any slope.

### INSURED PERILS - COVERAGE "B"

Livestock shown on the Coverage "AB" Schedule on the Declaration Page, is insured subject to the waiting period herein, against death or humane destruction made necessary by Perils #1 to #19 provided by Coverage "A"; and

- (22) **Casting**, whereby the livestock becomes cast or trapped by any contours or depressions of the land, or by its own body

weight;

- (23) **Hardware**, meaning the ingestion of foreign metal objects;
- (24) **Frothy bloat or grain overload**, both as a result of the ingestion of feed. There is no coverage for "obstructive" or "positional" bloat;
- (25) **Colic**;
- (26) **Blackleg**;
- (27) **Tuberculosis, Rabies, Brucellosis** (in excess of Government Compensation).
- (28) **Accidental Physical Injury** resulting in the complete fracture of bone(s), but excluding injury resulting from animal birth or while engaged in competitive events;
- (29) **Aviation**: Coverage provided by this Form is extended. to livestock while being loaded, unloaded or while being transported upon an aircraft. This peril also includes collision of an aircraft on which the insured livestock is transported; Berserk (necessary destruction) and Jettison both on the orders of the pilot or other persons in authority of the aircraft.

There is not coverage for loss:

- (a) occurring outside the airways of Canada or the United States of America;
- (b) exceeding \$10,000 in any one occurrence.

### **INSURED PERILS- COVERAGE "C"**

Livestock shown on the Coverage "ABC" Schedule on the Declaration Page, in addition to the insurance provided by coverage "A" and "B" is insured subject to the waiting period herein, against:

- (30) **Animal Birth**, meaning death resulting from or destruction made necessary due to physical problems associated with the birth process and/or "milk fever" that may develop simultaneously with birth. There is no coverage for Loss:
  - (a) occurring after 7 days of the birth of the offspring;
  - (b) to the offspring being birthed;
  - (c) occurring to animals 10 years of age and older.

### **EXTENSIONS OF COVERAGE**

#### **New Acquisitions**

Coverage described on the Declaration Page is automatically extended to additional livestock similar to those shown on the Declaration Page, acquired by you during the term of this policy, for a period of 30 days from the date of purchase, subject to the waiting period or expiration of this policy.

On Livestock purchased at a recognized auction sale, coverage provided by this extension commences at "the drop of the auctioneers hammer".

In consideration of this extension, you must report such additions within 30 days from the date acquired and to pay premium thereon at pro rata of the coverage rate. It is agreed however, that this extension shall cease to cover such additional livestock if they are not reported to us within the said 30 day period.

We shall not be liable under this extension for more than the purchase value of such livestock and in no event for more than \$5,000. for any one animal.

#### **Dead Stock Removal**

We will pay costs incurred for the removal of deceased livestock, but only when death is the result of a peril for which the livestock is insured. When the damage to livestock plus the cost of dead stock removal exceed the limit of insurance on livestock, an additional 5% of the limit of insurance on livestock will be available for removal of deceased livestock.

#### **Livestock Medicines**

Up to 5% of the total limit of insurance on Livestock shown on the Declaration Page may be applied to medication for livestock while stored on "Your" premises if it is damaged or destroyed by any of the perils named in this coverage.

#### **Professional Fees**

"We" agree to pay for reasonable fees due to veterinarians or other professions who "You" employ at "Our" request to confirm the cause of death, or other documents or relevant information on "Your" business, which "We" will require following a loss to determine the amount payable under this Form.

### **LOSS OR DAMAGE NOT INSURED**

We do not insure loss or damage caused by or resulting from:

- (1) Infidelity of your employees or persons to whom you have loaned or entrusted the property;
- (2) delay, loss of market, depreciation in value or inability to perform functions or duties for which the livestock is kept;

We do not insure:

- (3) livestock while upon an aircraft, except as otherwise provided by the aviation peril under Coverage "C";
- (4) livestock that were sick or diseased prior to the loss or damage;
- (5) loss occurring to livestock on pasture without daily supervision or care;
- (6) livestock while in the care, custody or control of others for purposes other than occasional medical, transplant or show

purposes, unless prior permission for care, custody and control of others has been given by us.

- (7) any property illegally acquired or kept, stored, transported or property subject to forfeiture.
- (8) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire
- (9) because of voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretenses

## **BASIS OF CLAIM PAYMENT**

We will pay whichever is the least of (a) and (b) or (c):

- (1) the fair market value of the livestock at the time of loss;
- (2) \$5,000. for any unscheduled livestock;
- (3) the amount specified on the Declaration Page for the scheduled livestock;

### **Deductible**

Each claim for loss or damage shall be adjusted separately.

When a deductible is shown in the Declaration Page for this coverage the amount of this deductible shall be deducted from the amount of insurance applicable to each insured loss.

### **Co-Insurance Clause**

Livestock must be insured to 80% of their fair market value. If the amount of insurance carried fails to meet 80% of the total fair market value of all the livestock at the time of the loss, you shall only be entitled to receive that portion of the loss in the same proportion that the amount of insurance carried bears to the amounts of insurance required to be maintained by this clause.

If this form covers more than one class of Livestock, this clause applies to each class separately.

This clause does not apply to scheduled Livestock insured for an amount greater than \$5,000.

### **Fair Market Value**

The fair market value will take into account such things as the cost of replacement with similar livestock at the time of loss, less any depreciation and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

## **CONDITIONS**

### **Requirements After Loss**

Within 60 days after the loss, you must submit to us, under oath if required, a LIVESTOCK PROOF OF LOSS FORM containing the following information:

- (1) the amount, place, time and cause of loss;
- (2) the interest of all persons in the livestock affected;
- (3) the fair market value of all your livestock at the time of loss. If necessary, you must help us verify the damage.

### **Notice to Police**

In the event of loss by suspected Insured Perils #6 through #12, you shall give immediate notice to the police or other law enforcement agency having jurisdiction.

### **Veterinarian Certificate**

In the event of loss suspected by Insured Perils #13 through #28, you shall at your own expense immediately provide for adequate attendance and treatment by a qualified Veterinary Surgeon who shall furnish a report verifying whether or not the death or necessary destruction is a result of a peril insured by this form. We shall reimburse you for reasonable fees incurred by this condition.

### **Waiting Period - Coverage "B" AND "C"**

Insurance provided under Insured Perils - Coverage "B" and Insured Perils - Coverage "C" does not take effect:

- (1) until 30 days after the inception date of these coverages being added to the policy or in the case of newly acquired livestock, until 30 days from the acquisition date. This condition shall not apply to newly purchased acquisitions if, within 7 days from the date of purchase, we are supplied with a veterinarian's evaluation verifying that the new acquisition is in good health;
- (2) on new born animals until after they reach 60 days of age.

### **Insurance Under More Than One Policy**

If you have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such insurance is used up. In all other cases, our policy will pay its rateable proportion of the loss or claim.

### **Reinstatement**

**Unscheduled Livestock:** any loss shall not reduce the amount of insurance provided by this form. However, should coverage be deleted after such loss during the term of the policy, the minimum retained premium shall be the premium applicable to the amount of insurance paid for such loss.

**Scheduled Livestock:** any loss under this form shall reduce the amount of insurance by the sum paid and any premium applicable to this amount of insurance shall be considered earned by us.

**Minimum Retained Premium**

Should coverage provided under this form be cancelled by you, the earned premium however computed will not be less than the retained premium shown on the Declaration Page.