



LIVESTOCK SINGLE TRIP COVERAGE FORM

Various provisions in this policy restrict coverage. Read the 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. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.

A. COVERAGE

1. We will pay for direct physical loss caused by DEATH OR CRIPPLING of the Covered Livestock while in due course of transit in:
 - a. Your vehicles or vehicles you operate, or
 - b. The custody of the motor truck carrier listed in the Declarations or Schedule.

Such Death or Crippling must:

- (1) be caused directly by or made necessary due to any Covered Causes of Loss, and
- (2) occur during the Policy Period.

2. **Covered Livestock**

Covered Livestock, as used in this Coverage Form, means Livestock as described in the Declarations or Schedule(s).

3. **Livestock Not Covered**

Covered Livestock does not include Livestock:

- a. Which are diseased or in a weakened condition without the sufficient strength to endure the normal hazards of transportation;
- b. After unloading at the final destination; or
- c. Which are in the course of illegal transportation or trade.

4. **Covered Causes of Loss**

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Livestock from any external cause except those causes of loss listed in the Exclusions.

5. **Covered Extensions**

- a. **Theft**

We will extend this insurance to pay for direct physical loss to Covered Livestock caused by theft of:

- (1) the entire load of Covered Livestock, or
- (2) the transporting vehicle in or on which the Covered Livestock is loaded.

But, this coverage extension does not apply to the loss of individual animals, or less than the entire load of Covered Livestock, unless the entire transporting vehicle is first stolen.

- b. **Loading and Unloading**

We will extend this insurance to pay for direct physical loss to Covered Livestock from a Covered Cause of Loss which occurs while loading or unloading such Covered Livestock into or from any transporting vehicle. Loading and unloading begins when the Covered Livestock is on or in the loading chute and ends when the Covered Livestock has departed from the loading chute.

- c. **Recovery Expense**

We will extend this insurance to pay the expense you incur to recover Covered Livestock which have escaped or strayed as a direct result of a Covered Cause of Loss.

d. Breakdown of Transporting Vehicles

We will extend this insurance to pay for loss of Covered Livestock caused by the sudden and accidental breakdown of transporting vehicles.

e. Freight Charges

If you are a motor truck carrier for hire, we will extend this insurance to pay charges due you which you cannot collect because of direct physical loss to Covered Livestock from a Covered Cause of Loss.

Livestock Subject to Limitations

We will not pay for loss to shipments of Covered Livestock which consist of:

- a. Mixed species; or
- b. Calves or colts under the age of six months, when shipped with larger cattle or horses.

But this limitation shall not apply when such mixed species, calves or colts are properly partitioned off from other species or larger animals within the transporting vehicle.

B. EXCLUSIONS

We will not pay for loss caused by or resulting from any of the following:

1. Seizure or destruction of Livestock by order of governmental authority.
But we will pay for acts of destruction to Covered Livestock ordered by governmental authority and taken at the time of a:
 - a. fire to prevent its spread, or
 - b. vehicle upset or collision to protect the public from harm.
2.
 - a. Any weapon employing atomic fission or fusion; or
 - b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct physical loss to Covered Livestock caused by resulting fire.
3.
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
4. Delay, loss of use, loss of market, or any other causes of consequential loss.
5. Unexplained disappearance.
6. Shortage found upon taking inventory.
7. Dishonest acts by:
 - a. You and any of your partners;
 - b. Your directors or trustees;
 - c. Your authorized representatives or employees; or
 - d. Anyone, other than a carrier for hire, to whom you entrusted the Covered Livestock, including their employees, for any purpose:
whether acting alone or in collusion with others; and whether or not occurring during the hours of employment.
8. Voluntary parting with any Livestock whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
But if you are not a motor truck carrier for hire, we will cover loss to Covered Livestock caused by false bills of lading or shipping receipts you accept in good faith.
9. Disease.
10. Parturition or abortion.
11. Unauthorized instructions to transfer Livestock to any person or to any place.
12. Theft, except as provided in the Theft Coverage Extension.
13.
 - a. Wrongful conversion; or
 - b. Acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation.

C. LIMITS OF INSURANCE

1. The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations or Schedule.
 - a. If we show a Limit of Insurance for **Per Truck** we will not pay more than such limit for all Covered Livestock being transported in or on a truck, trailer, semi-trailer, or combination of these pulled by one power unit.
 - b. If we show a Limit of Insurance **Per Animal** we will not pay more than such limit for any individual covered animal.
 - c. If we show no Limit of Insurance we will not pay more than the "**current market value**" for all Covered Livestock.
2. Payment under the following Coverage Extensions will not increase the applicable Limit of Insurance:
 - a. Theft;
 - b. Loading and Unloading; or
 - c. Breakdown of Transporting Vehicles.
3. Payment under the following Coverage Extensions is in addition to the Limits of Insurance.
 - a. Recovery Expense; and
 - b. Freight Charges.

D. DEDUCTIBLE

We will adjust the loss in any one occurrence as a single loss. We will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Schedule(s) or Endorsement(s). We will then pay the amount of the adjusted loss in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The Livestock Policy Conditions apply as well as those listed below:

1. Valuation

- a. **Current Market Value:** If "current market value" is shown in the Schedule as the basis of valuation, the value of Covered Livestock will be the "current market value" of the Livestock. Such value will be assessed as of the date of loss. In the event that the loss occurs on a holiday, weekend or other non-business day, the "current market value" shall be determined as of the first business day following the loss.
- b. **Stated Value:** If Stated Value is shown in the Schedule as the basis of valuation, the value of Covered Livestock will be the applicable **Per Animal** Limit of Insurance shown in the Schedule for the Covered Livestock.

2. Disposal of Carcass

Unless we give our permission, you may not dispose of the carcass(es) of the Covered Livestock until we inspect or examine such carcass(es). But, this clause does not apply if such disposal is required by law or ordinance.

3. Properly Equipped Transportation Vehicles

If Covered Livestock is transported on your vehicles or vehicles you operate, you must maintain transporting vehicles in safe operating condition, and such vehicles must be equipped with suitable partitions, bodies, and doors for the transportation of Livestock. You must also provide adequate bedding materials when transporting Covered Livestock.

4. Premium

We will retain the premium shown in the Declarations or Schedule, as it will be fully earned when this coverage takes effect.

5. Coverage Territory

We will only pay for loss which occurs while the Covered Livestock is located in:

- a. The United States of America; or
- b. Canada.

6. When Coverage Begins and Ends

General Condition J., Policy Period, of the Livestock Policy Conditions, is replaced by the following:

On or after the date this policy begins, we cover from the time at which Covered Livestock is being loaded onto or into a transporting vehicle until such Covered Livestock is unloaded at the destination shown in the Declarations or Schedule.

F. DEFINITIONS

1. "**Current market value**" means the average market value applicable to slaughter, "stocker" or feeder Livestock at the nearest terminal or auction market as published by the United States Department of Agriculture or Agriculture Canada.
2. "**Stocker**" means a non-registered animal used for breeding purposes.