

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-1IM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-1IM-047F

## Filing at a Glance

Company: Diamond State Insurance Company

Product Name: Commercial Inland Marine - SERFF Tr Num: PENN-125277154 State: Arkansas

Equine Mortality Program

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-026004

Sub-TOI: 09.0001 Animal Mortality

Co Tr Num: 2007-1IM-047F

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Lorna Geiger

Disposition Date: 09/12/2007

Date Submitted: 09/05/2007

Disposition Status: Approved

Effective Date Requested (New): 10/15/2007

Effective Date (New): 10/15/2007

Effective Date Requested (Renewal): 10/15/2007

Effective Date (Renewal):

10/15/2007

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: 2007-1IM-047F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/12/2007

State Status Changed: 09/05/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Diamond State Insurance Company is submitting a revision to its currently approved Equine Mortality Program. In this submission, we are revising several of our forms and endorsements. This program provides coverage for equine mortality, medical care, loss of use, and other related coverages. Wording has been changed to be more straightforward, limitations are imposed where deemed necessary, and ambiguous wording has been eliminated.

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

Lorna Geiger, State Filing Analyst lgeiger@unitednat.com  
Three Bala Plaza East (610) 660-6876 [Phone]  
Bala Cynwyd, PA 19004 (610) 668-3399[FAX]

**Filing Company Information**

Diamond State Insurance Company CoCode: 42048 State of Domicile: Indiana  
Three Bala Plaza, East Group Code: 920 Company Type:  
Suite 300  
Bala Cynwyd, PA 19004 Group Name: State ID Number:  
(610) 660-6825 ext. [Phone] FEIN Number: 51-0257823  
-----

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Diamond State Insurance Company	\$50.00	09/05/2007	15426401

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/12/2007	09/12/2007

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

## Disposition

Disposition Date: 09/12/2007  
Effective Date (New): 10/15/2007  
Effective Date (Renewal): 10/15/2007  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PENN-125277154 State: Arkansas  
 Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
 Company Tracking Number: 2007-IIM-047F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
 Product Name: Commercial Inland Marine - Equine Mortality Program  
 Project Name/Number: /2007-IIM-047F

Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Forms List	Approved	Yes
<b>Form</b>	Equine Mortality Policy Declarations	Approved	Yes
<b>Form</b>	In Witness Clause	Approved	Yes
<b>Form</b>	Equine Major Medical And Surgical Endorsement Plan A	Approved	Yes
<b>Form</b>	Equine Major Medical And Surgical Endorsement Plan B	Approved	Yes
<b>Form</b>	Equine Mortality Policy	Approved	Yes
<b>Form</b>	Territorial Limits Including Transit Endorsement	Approved	Yes
<b>Form</b>	Exclusion Endorsement	Approved	Yes
<b>Form</b>	Loss of Use Endorsement Plan A	Approved	Yes
<b>Form</b>	Loss of Use Endorsement Plan B	Approved	Yes
<b>Form</b>	Guaranteed Extension of coverage Endorsement	Approved	Yes
<b>Form</b>	Colic Surgery Expense Endorsement	Approved	Yes
<b>Form</b>	Equine Zero Deductible Surgical Coverage Endorsement	Approved	Yes
<b>Form</b>	Payment Plan Endorsement	Approved	Yes
<b>Form</b>	Equine Third Party Liability Endorsement	Approved	Yes
<b>Form</b>	Name Perils Coverage Endorsement	Approved	Yes
<b>Form</b>	Accident, Sickness, and Disease Stallion Infertility Endorsement Plan A	Approved	Yes
<b>Form</b>	Accident, Sickness, and Disease Stallion Infertility Endorsement Plan B	Approved	Yes
<b>Form</b>	Equine Colic Medical and Surgical Endorsement	Approved	Yes
<b>Form</b>	Racing Yearlings Exclusion Endorsement	Approved	Yes
<b>Form</b>	Halter Horse Inclusion Endorsement	Approved	Yes
<b>Form</b>	Halter Horse Exclusion Endorsement	Approved	Yes
<b>Form</b>	Loss Payee Endorsement	Approved	Yes
<b>Form</b>	Aggregate Deductible Clause	Approved	Yes

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

Endorsement

<b>Form</b>	Equine Value Endorsement	Approved	Yes
<b>Form</b>	Additional Named Insured Endorsement	Approved	Yes
<b>Form</b>	Lessee Endorsement	Approved	Yes
<b>Form</b>	Privacy Notice	Approved	Yes

SERFF Tracking Number: PENN-125277154 State: Arkansas  
 Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
 Company Tracking Number: 2007-1IM-047F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
 Product Name: Commercial Inland Marine - Equine Mortality Program  
 Project Name/Number: /2007-1IM-047F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Forms List			Other	Replaced	Replaced Form #:0.00 Previous Filing #:		Forms List as of August 2, 2007 Equine Mortality Product.pdf
Approved	Equine Mortality Policy Declarations	AEM 100	8/07	Declaration	Replaced	Replaced Form #:0.00 AEM-100 3/98 Previous Filing #: 98-1IM-052		AEM 100 08-2007.pdf
Approved	In Witness Clause	AEM 101	8/07	Other	New		0.00	AEM 101 08-2007.pdf
Approved	Equine Major Medical And Surgical Endorsement Plan A	AEM 111	8/07	Endorsement	New		0.00	AEM 111 08-2007.pdf
Approved	Equine Major Medical And Surgical Endorsement Plan B	AEM 112	8/07	Endorsement	New		0.00	AEM 112 08-2007.pdf
Approved	Equine Mortality Policy	AEM 200	8/07	Policy/Coverage	Replaced	Replaced Form #:0.00 AEM 200 3/98 Previous Filing #: 98-1IM-052		AEM 200 08-2007.pdf
Approved	Territorial Limits Including Transit Endorsement	AEM 204	8/07	Endorsement	New		0.00	AEM 204 08-2007.pdf
Approved	Exclusion Endorsement	AEM 206	8/07	Endorsement	New		0.00	AEM 206 08-2007.pdf

SERFF Tracking Number: PENN-125277154 State: Arkansas  
 Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
 Company Tracking Number: 2007-11M-047F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
 Product Name: Commercial Inland Marine - Equine Mortality Program  
 Project Name/Number: /2007-11M-047F

				ons			
Approved	Loss of Use Endorsement Plan A	AEM 207	8/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AEM 207 3/98 Previous Filing #: 98-11M-052		AEM 207 08-2007.pdf
Approved	Loss of Use Endorsement Plan B	AEM 208	8/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AEM 208 3/98 Previous Filing #: 98-11M-052		AEM 208 08-2007.pdf
Approved	Guaranteed Extension of coverage Endorsement	AEM 209	8/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AEM 209 3/98 Previous Filing #: 98-11M-052		AEM 209 08-2007.pdf
Approved	Colic Surgery Expense Endorsement	AEM 211	8/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AEM 211 3/98 Previous Filing #: 98-11M-052		AEM 211 08-2007.pdf
Approved	Equine Zero Deductible Surgical Coverage Endorsement	AEM 212	8/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AEM 212 3/98 Previous Filing #: 98-11M-052		AEM 212 08-2007.pdf
Approved	Payment Plan Endorsement	AEM 213	8/07	Endorsement/Amendment/Conditions	New 0.00		AEM 213 08-2007.pdf
Approved	Equine Third Party Liability Endorsement	AEM 214	8/07	Endorsement/Amendment/Conditions	New 0.00		AEM 214 08-2007.pdf
Approved	Name Perils Coverage Endorsement	AEM 218	8/07	Endorsement/Amendment/Conditions	New 0.00		AEM 218 08-2007.pdf
Approved	Accident, Sickness, and Disease Stallion Infertility	AEM 219	8/07	Endorsement/Amendment/Conditions	New 0.00		AEM 219 08-2007.pdf

SERFF Tracking Number: PENN-125277154 State: Arkansas  
 Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
 Company Tracking Number: 2007-11M-047F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
 Product Name: Commercial Inland Marine - Equine Mortality Program  
 Project Name/Number: /2007-11M-047F

Endorsement Plan A						
Approved	Accident, Sickness, and Disease Stallion Infertility	AEM 220	8/07	Endorsement/Amendment/Conditions	New	0.00 AEM 220 08-2007.pdf
Endorsement Plan B						
Approved	Equine Colic Medical and Surgical	AEM 221	8/07	Endorsement/Amendment/Conditions	New	0.00 AEM 221 08-2007.pdf
Approved	Racing Yearlings Exclusion	AEM 300	8/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AEM 300 3/98 Previous Filing #: 98-11M-052 AEM 300 08-2007.pdf
Approved	Halter Horse Inclusion	AEM 324	8/07	Endorsement/Amendment/Conditions	New	0.00 AEM 324 08-2007.pdf
Approved	Halter Horse Exclusion	AEM 325	8/07	Endorsement/Amendment/Conditions	New	0.00 AEM 325 08-2007.pdf
Approved	Loss Payee	AEM 401	8/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AEM 401 3/98 Previous Filing #: 98-11M-052 AEM 401 08-2007.pdf
Approved	Aggregate Deductible Clause	AEM 404	8/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AEM 404 3/98 Previous Filing #: 98-11M-052 AEM 404 08-2007.pdf
Approved	Equine Value	AEM 405	8/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AEM 3/98 Previous Filing #: 98-11M-052 AEM 405 08-2007.pdf
Approved	Additional Named Insured	AEM 406	8/07	Endorsement/Amendment	Replaced	Replaced Form #:0.00 AEM 3/98 AEM 406 08-2007.pdf

SERFF Tracking Number: PENN-125277154 State: Arkansas  
 Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
 Company Tracking Number: 2007-1IM-047F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
 Product Name: Commercial Inland Marine - Equine Mortality Program  
 Project Name/Number: /2007-1IM-047F

Endorsement				ent/Condi ons	Previous Filing #:		
Approved	Lessee Endorsement	AEM 407	8/07	Endorseme New nt/Amendm ent/Condi ons	98-1IM-052	0.00	AEM 407 08- 2007.pdf
Approved	Privacy Notice	NAA-105	1/03	Disclosure/ New Notice		0.00	NAA 105 01- 2003.pdf



Forms List as of August 2, 2007  
Equine Mortality Product

Form #	Edition Date	Description	Mandatory or Optional	Comments/Usage
AEM 100	08/07	Equine Mortality Policy Declarations	Mandatory	Declaration Page
AEM 101	08/07	In Witness Clause	Mandatory	All states except Arizona, Virginia
AEM 102	08/07	In Witness Clause (Arizona)	Mandatory	Arizona Only
AEM 103	08/07	In Witness Clause	Mandatory	Virginia Only
AEM 111	08/07	Equine Major Medical and Surgical Endorsement Plan A	Optional	
AEM 112	08/07	Equine Major Medical and Surgical Endorsement Plan B	Optional	
AEM 200	08/07	Equine Mortality Policy	Mandatory	Coverage Form
AEM 204	08/07	Territorial Limits Including Transit Endorsement	Optional	
AEM 206	08/07	Exclusion Endorsement	Optional	
AEM 207	08/07	Loss of Use Endorsement Plan A	Optional	
AEM 208	08/07	Loss of Use Endorsement Plan B	Optional	
AEM 209	08/07	Guaranteed Extension of Coverage Endorsement	Optional	
AEM 211	08/07	Colic Surgery Expense Endorsement	Optional	
AEM 212	08/07	Equine Zero Deductible Surgical Coverage Endorsement	Optional	
AEM 213	08/07	Payment Plan Endorsement	Optional	
AEM 214	08/07	Equine Third Party Liability Endorsment	Optional	
AEM 218	08/07	Named Perils Coverage Endorsement	Optional	
AEM 219	08/07	Accident, Sickness, and Disease Stallion Infertility Endorsement Plan A	Optional	
AEM 220	08/07	Accident, Sickness, and Disease Stallion Infertility Endorsement Plan B	Optional	
AEM 221	08/07	Equine Colic Medical and Surgical Endorsement	Optional	
AEM 300	08/07	Racing Yearlings Exclusion Endorsement	Optional	
AEM 324	08/07	Halter Horse Inclusion Endorsment	Optional	
AEM 325	08/07	Halter Horse Exclusion Endorsment	Optional	
AEM 401	08/07	Loss Payee Endorsement	Optional	
AEM 404	08/07	Aggregate Deductible Clause Endorsement	Optional	
AEM 405	08/07	Equine Value Endorsement	Optional	
AEM 406	08/07	Additional Named Insured Endorsement	Optional	
AEM 407	08/07	Lessee Endorsement	Optional	
NAA-105	01/03	Privacy Notice	Mandatory	All States
NAA-154	11/06	Important Notice to Florida Policyholders	Mandatory	Florida Only

EQUINE MORTALITY POLICY DECLARATIONS

COMPANY: DIAMOND STATE INSURANCE COMPANY

ITEM A: POLICY NUMBER: AEM

ITEM B: NAMED INSURED AND ADDRESS:

ITEM C: POLICY PERIOD: FROM (INCEPTION) TO  
(EXPIRATION) 12:01 A.M. STANDARD TIME  
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM D: TOTAL PREMIUM:

ITEM E: TAXES AND FEES (IF APPLICABLE):

ITEM F: MORTALITY COVERAGE DEDUCTIBLE:

ITEM G: CLAIMS NOTIFICATION:  
NATIONAL EQUINE ADJUSTING, INC.  
TOLL-FREE: (800) 783-9418  
LOCAL NUMBER: (502) 875-3561

ITEM H: CANCELLATION: 30 DAYS (10 DAYS IN THE EVENT CANCELLATION IS  
FOR NONPAYMENT OF PREMIUM) OR IN ACCORDANCE WITH STATE  
AMENDATORY REGULATIONS.

BROKER:

SIGNED BY \_\_\_\_\_  
(Authorized Representative)

EQUINE MORTALITY POLICY DECLARATIONS

ITEM I: SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHING TO AND FORMING A PART OF  
POLICY NUMBER AEM AT INCEPTION:

FORM NUMBER	EDITION DATE	DESCRIPTION
----------------	-----------------	-------------

---

---

END OF MORTALITY FORMS AND ENDORSEMENTS

EQUINE MORTALITY POLICY DECLARATIONS

ITEM J: SCHEDULE OF HORSES

POLICY NUMBER AEM	LIMIT OF LIABILITY RATE%	PREMIUM
NAME OF HORSE		

---

---

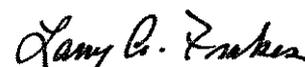
TOTAL

## IN WITNESS CLAUSE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



*Secretary*



*President*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE MAJOR MEDICAL AND SURGICAL ENDORSEMENT PLAN A

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that the Company will indemnify the Insured for "reasonable and customary fees" of a licensed veterinarian(s) which are necessitated by accident, injury, illness, or disease, occurring during the coverage period, and reported to the Company prior to the expiration date of the Policy. Services must be performed during the coverage period or within 30 days after the expiration date of the Policy.

**LIMIT OF INSURANCE:** The annual aggregate limit is the lesser of \$7,500.00 or one hundred percent (100%) of the mortality limit of liability as stated in the Schedule, including subsequent endorsements, for the insured horse.

**DEDUCTIBLE:** \$300.00 each and every claim or reoccurrence thereof made during the period of insurance for each occurrence of accident, injury, illness, disease, or surgical procedure.

**CLAIMS NOTIFICATION:** Immediate notice by telephone is required in accordance with the Policy. For this endorsement only, the Company will pay invoices for expenses incurred up to 90 days prior to notification, provided that the Insured has acted reasonably and the Company is not otherwise prejudiced by the delay in notification.

**EXCLUSIONS:** This endorsement excludes claims arising from any of the following:

1. Any treatments normally associated with the maintenance of a healthy horse.
2. Any nutraceutical, whether or not at the direction of a veterinarian.
3. Costs of transportation, veterinary travel, and call charges.
4. Birth defects, developmental conditions, growth conditions, nutritional conditions, and congenital conditions, including but not limited to: undescended testicles, umbilical hernia, and corrective treatment such as for contracted tendons or club foot, whether evident or not at the effective date of coverage for the insured horse.
5. Any elective or voluntary surgery or procedure, including but not limited to: correcting laryngeal hemiplegia, correcting entrapment of epiglottis, neurectomy, castration, caslicks, and any cosmetic procedures.
6. Any alternative treatment or procedure, including but not limited to: chiropractic, massage, acupuncture, whirlpool, treadmill, laser, and magnetic.
7. Any dental procedure, unless necessitated by a visible, external, accidental, and violent means injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

8. Any farrier services, including but not limited to: corrective shoeing and therapeutic shoeing, whether or not medically necessitated or veterinarian prescribed.
9. Any joint treatment or procedure such as injections of synovial fluid, stimulators, or replacers including cortico-steroids and anabolic steroids, whether or not used in conjunction with any other treatments.
10. Any radial shock wave therapy.
11. Any charges arising out of complications from an excluded procedure, treatment, or condition.
12. Any postmortem or necropsy procedure.
13. Treatment rendered more than ninety (90) days prior to notifying the Company of the condition.

#### DEFINITIONS

"Reasonable and customary fees" means costs and expenses that are within the range of usual charges for the same or a similar service or supply billed by most veterinarians, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the condition treated, and the complexity of treatment of a particular case.

#### CONDITIONS

Coverage provided by this endorsement is excess to coverage provided by the Colic Surgery Expense Endorsement (AEM 211). Coverage provided by this endorsement is primary to all other insurance or benefits available to the Insured that provide similar coverage.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE MAJOR MEDICAL AND SURGICAL ENDORSEMENT PLAN B

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that the Company will indemnify the Insured for "reasonable and customary fees" of a licensed veterinarian(s) which are necessitated by accident, injury, illness, or disease, occurring during the coverage period, and reported to the Company prior to the expiration date of the Policy. Services must be performed during the coverage period or within 30 days after the expiration date of the Policy.

**LIMIT OF INSURANCE:** Annual aggregate limit as stated in the Schedule, including subsequent endorsements, for the insured horse.

**DEDUCTIBLE:** \$300.00 each and every claim or reoccurrence thereof made during the period of insurance for each occurrence of accident, injury, illness, disease, or surgical procedure.

**CLAIMS NOTIFICATION:** Immediate notice by telephone is required in accordance with the Policy. For this endorsement only, the Company will pay invoices for expenses incurred up to 90 days prior to notification, provided that the Insured has acted reasonably and the Company is not otherwise prejudiced by the delay in notification.

**EXCLUSIONS:** This endorsement excludes claims arising from any of the following:

1. Any treatments normally associated with the maintenance of a healthy horse.
2. Any nutraceutical, whether or not at the direction of a veterinarian.
3. Costs of transportation, veterinary travel, and call charges.
4. Birth defects, developmental conditions, growth conditions, nutritional conditions, and congenital conditions, including but not limited to: undescended testicles, umbilical hernia, and corrective treatment such as for contracted tendons or club foot, whether evident or not at the effective date of coverage for the insured horse.
5. Any elective or voluntary surgery or procedure, including but not limited to: correcting laryngeal hemiplegia, correcting entrapment of epiglottis, neurectomy, castration, caslicks, and any cosmetic procedures.
6. Any alternative treatment or procedure, including but not limited to: chiropractic, massage, acupuncture, whirlpool, treadmill, laser, and magnetic.
7. Any dental procedure, unless necessitated by a visible, external, accidental, and violent means injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

8. Any farrier services, including but not limited to: corrective shoeing and therapeutic shoeing, whether or not medically necessitated or veterinarian prescribed.
9. Any joint treatment or procedure such as injections of synovial fluid, stimulators, or replacers including cortico-steroids and anabolic steroids, whether or not used in conjunction with any other treatments.
10. Any radial shock wave therapy.
11. Any charges arising out of complications from an excluded procedure, treatment, or condition.
12. Any postmortem or necropsy procedure.
13. Treatment rendered more than ninety (90) days prior to notifying the Company of the condition.

#### DEFINITIONS

"Reasonable and customary fees" means costs and expenses that are within the range of usual charges for the same or a similar service or supply billed by most veterinarians, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the condition treated, and the complexity of treatment of a particular case.

#### CONDITIONS

Coverage provided by this endorsement is excess to coverage provided by the Colic Surgery Expense Endorsement (AEM 211). Coverage provided by this endorsement is primary to all other insurance or benefits available to the Insured that provide similar coverage.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.



# DIAMOND STATE INSURANCE COMPANY

## EQUINE MORTALITY POLICY

*Program administered by*



### PART I. DEFINITIONS

- (1) **ADDRESS:** As stated in Item B of the Declarations, hereinafter called the Address.
- (2) **COMPANY:** Diamond State Insurance Company, hereinafter called the Company.
- (3) **DECLARATIONS:** Equine Mortality Policy Declarations Form AEM 100, hereinafter called the Declarations.
- (4) **DEDUCTIBLE:** As stated in Item F of the Declarations, hereinafter called the Deductible.
- (5) **NAMED INSURED:** The individual, partnership, corporation, or entity as stated in Item B of the Declarations, hereinafter called the Insured.
- (6) **POLICY:** Equine Mortality Policy Form AEM 200 (04/07), hereinafter called the Policy.
- (7) **POLICY PERIOD:** As stated in Item C of the Declarations, hereinafter called the Policy Period.
- (8) **PREMIUM:** As stated in Item D of the Declarations, hereinafter called the Premium.
- (9) **SCHEDULE:** As stated in Item J of the Declarations, hereinafter called the Schedule.

### PART II. AGREEMENT

**IN CONSIDERATION** of the payment of the Premium stated in the Schedule, including subsequent endorsements, and subject to all of the terms, conditions, limitations, and definitions of this Policy, the Company agrees:

- (1) With the Insured that in the event of the death during the Policy Period, or within thirty (30) days after the expiration of the Policy Period, of any insured horse specified in the Schedule, including subsequent endorsements, as a result of any accident or injury occurring, or illness or disease first manifesting itself during the Policy Period, and subject to immediate notice of such accident, illness, or disease having been given to the Company prior to the expiration of the Policy Period, the Company will indemnify the Insured for the actual cash value of such horse at the time of the accident or the manifestation of the disease or illness causing its death up to but not exceeding the limit of the Company's liability specified in the Schedule applicable to such horse, less any Deductible.
- (2) With the Insured that in the event of theft during the Policy Period of any insured horse specified in the Schedule, including subsequent endorsements, or death directly resulting from theft but in either event subject to immediate notice having been given to the Company prior to the expiration of the Policy Period, and subject to exclusions (5) and (6), the Company will indemnify the Insured for the actual cash value of such horse at the time of loss up to but not exceeding the limit of the Company's liability specified in the Schedule applicable to such horse, less any Deductible.

### PART III. CONDITIONS

- (1) It is a condition precedent to any liability of the Company hereunder that at the commencement of the Policy Period any horse hereby insured is in sound health and free from any illness, disease, lameness, injury, or physical disability whatsoever and that all such current or prior conditions have been disclosed to the Company.
- (2) It is a condition precedent to any liability of the Company hereunder that at the commencement of the Policy Period the Insured is the sole owner of each horse hereby insured. This insurance shall cease to cover a horse immediately when the Insured sells it or parts with any ownership interest in it whatsoever, whether temporarily or permanently, unless the change is approved by the Company and endorsed on the Policy.

- (3) It is a condition precedent to any liability of the Company hereunder that there have been no attempted thefts of any of the Insured's horses, nor threats against the Insured or any of the Insured's horses, during the twelve (12) months prior to the inception date of coverage under the Policy.
- (4) The Company will allow castration or spaying operations of an insured horse dependent upon prior notification to the Company. In the event that notification is not given to the Company prior to such operation, this insurance shall cease to cover such horse so operated on at midnight standard time at the Address of the Insured, preceding the day of such operation. The Company reserves the right to adjust the insured value of the horse, if necessary, at the time the Insured notifies the Company of the castration or spaying of the horse.
- (5) In the event of any horse hereby insured being entered or raced in any claiming, selling, or combination race at any time during the Policy Period where the claiming, selling, or combination price shall be less than the Company's limit of liability applicable to such horse specified in the Schedule, the Company's limit of liability shall thereby automatically be reduced to a sum equal only to the lowest amount for which such horse could have been claimed or sold in any such race. The Insured, upon demand within sixty (60) days thereafter, shall be entitled to a return of the unearned premium on the amount by which the limit of liability was thus reduced, computed on a pro rata basis from the date when such horse was so entered or raced.
- (6) It is a condition precedent to any liability of the Company hereunder that:
- The horse shall have remained within the limits of the continental United States of America and Canada during the entire Policy Period, **unless additional territorial limits are approved by the Company in writing and endorsed hereon**, and
  - The horse shall not have been used at any time during the Policy Period for a purpose which is not declared.
- (7) It is a condition precedent to any liability of the Company hereunder that:
- The Insured shall at all times provide proper care and attention for each horse hereby insured, and
  - In the event of any illness, disease, lameness, injury, accident, or physical disability whatsoever of or to an insured horse, the Insured shall immediately at the Insured's own expense employ a licensed veterinarian and shall, if required by the Company, allow removal for treatment, and
  - In the event of the death of an insured horse, the Insured shall immediately at the Insured's own expense arrange for a postmortem and necropsy examination to be made by a licensed veterinarian, and
  - Under either condition 7(b) or 7(c), the Insured shall immediately give notice by telephone to the entity specified in Item G of the Declarations, who will retain a consulting veterinarian on the Company's behalf if deemed necessary.
- (8) No liability arises under this Policy for loss of an insured horse by theft until at least thirty (30) days after the incident of theft is reported to the Company, and then only in the event that the horse has not been recovered during that period.
- (9) It is a condition precedent to any liability of the Company hereunder that:
- The Insured will immediately report any theft or disappearance by telephone to the entity specified in Item G of the Declarations. The Insured shall also immediately report any theft or disappearance to the police and other appropriate law enforcement agencies and follow strictly their recommendations, except that in no case shall the Insured pay or promise to pay a ransom, or give similar assurances of any such nature to any third party.
- Should the Insured pay or promise to pay a ransom or give similar assurances of any such nature to any third party, no coverage in respect of the horse concerned will be afforded under this Policy from midnight local standard time at the Address of the Insured preceding the day on which such payment, promises to pay or similar assurances have been given.**
- (10) In the event of any payment under this Policy for theft, the Company reserves the right to take title and possession of the horse if subsequently recovered.
- (11) In the case of a mare, no coverage is afforded under this Policy for any embryo within the mare nor for any of her foals, unless such embryo or foal is separately insured hereunder.
- (12) In the event of any loss insured hereunder, the Insured shall file with the Company a detailed, sworn proof of loss within sixty (60) days thereafter. The Insured shall, upon the written request of the Company, submit to examinations under oath with respect to any loss presented to the Company. The Insured shall, in addition, as requested by the Company, similarly submit agents, employees, and representatives of the Insured to such examinations under oath upon the written request of the Company. Such written request by the Company to examine the Insured shall be served upon the Insured within thirty (30) days after receipt of the sworn proof of loss at the Address stated in Item B of the Declarations. The Insured shall produce for Company's examination, with permission to copy, all records, documents, and receipts that the Company may require.

- (13) If at the time of any loss the Insured has any other insurance in force applicable to such horse, whether or not such insurance is valid or collectible, the Company shall be released from all liability in connection with such horse unless the Insured has previously notified the Company in writing of such other insurance and the Company has agreed to such other insurance through an endorsement attached to this Policy. If the agreement of the Company to such other insurance is endorsed on this Policy, the insurance provided under this Policy shall be excess to such other insurance.
- (14) If the Company becomes liable for any payment under this Policy, the Company shall be subrogated to the extent of such payment to all rights or recovery thereon, and the Insured shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including but not limited to the execution of such documents necessary to enable the Company effectively to bring suit in the name of the Insured and the attendance at hearings and trials.
- (15) This insurance may be cancelled at any time upon the written request of the Insured. If the Policy is cancelled by the Insured, the premium refund, if any, will be computed on the short rate basis stated herein. This insurance may also be cancelled by the Company by delivering to the Insured or by sending to the Insured by mail, registered or unregistered, at the Insured's Address as stated in Item B of the Declarations not less than the written notice of cancellation as stated in Item H of the Declarations. If the Company cancels this Policy, the premium refund, if any, shall be computed on a pro rata basis.

If different requirements for cancellation or termination of policies are applicable because of the laws of the Insured's state, the Company will comply with those requirements.

#### SHORT RATE SCALE

1 month:	20% of the premium is retained	6 months:	70% of the premium is retained
2 months:	30% of the premium is retained	7 months:	75% of the premium is retained
3 months:	40% of the premium is retained	8 months:	80% of the premium is retained
4 months:	50% of the premium is retained	9 months:	85% of the premium is retained
5 months:	60% of the premium is retained	Over 9 months:	100% of the premium is retained

If a mortality claim payment is made on any horse, no premium refund applicable to that horse shall be made. Additional coverages such as Equine Major Medical and Surgical, Equine Zero Deductible Surgical, Equine Third Party Liability, and Territorial Limits Including Transit may be fully earned as stated in the Schedule or endorsements to the Policy.

- (16) If any Insured shall make any claim knowing it to be false or fraudulent, this insurance shall become void and all claims hereunder shall be forfeited.
- (17) Any breach of a condition precedent to any liability of the Company hereunder 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 agent, employee or representative of the Insured or other persons who have care, custody, or control of the horse.
- (18) It is a condition precedent to any liability of the Company hereunder that all suits against the Company or the Insured must be brought within the United States of America, its territories or possessions.

---

#### PART IV. EXCLUSIONS

- (1) This insurance does not cover intentional destruction, except that the Company will not invoke this particular exclusion as a defense:
- Where the Company shall have expressly agreed to the destruction of an insured horse, or
  - Where an insured horse is destroyed while on board an aircraft in flight at the order of the person responsible for the safety of the aircraft who confirms in a sworn statement that in his or her opinion, the horse was so uncontrollable (berserk) as to have been a danger at that time to the safety of the aircraft, crew, passengers, or cargo; or
  - Where an insured horse suffers an injury or is afflicted with an expressly painful or debilitating disease and a licensed veterinarian appointed by the Company shall first have given a certificate that the suffering of that horse is incurable and so excessive that immediate destruction is imperative for humane reasons, or
  - Where an insured horse suffers an injury and a licensed veterinarian appointed by the Insured shall first have given a certificate that the suffering of that horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinarian by the Company.
- Provided that in all such cases (1)(a), (1)(b), (1)(c), or (1)(d) the Company shall be given the opportunity of having a postmortem and necropsy examination carried out by its veterinarian should the Company so desire.
- (2) This insurance does not cover the destruction of horse(s) as a consequence of the horse(s) having contracted or been exposed to any contagious or communicable disease, whether by or under the order of any government or public or local authority, or any person or body having jurisdiction in the matter.

- (3) This insurance does not cover any loss directly or indirectly caused by, happening through, or in consequence of:
- (a) Any surgical operation, except as provided for in Part III, (4), unless conducted by a licensed veterinarian and certified by the veterinarian to have been necessitated solely by accident, disease, or illness and to have been carried out in an attempt to preserve the horse's life, or unless conducted with the prior written consent of the Company, and the payment of any additional required Premium, if any, or
  - (b) Any Medication or Substance unless administered by a licensed veterinarian (or experienced personnel directed by the veterinarian) and certified by the veterinarian to have been of a prophylactic nature or necessitated by accident, disease, or illness; as used herein, "medication or substance" includes any drug, chemical element, chemical compound, hormone, vitamin, protein, or other substance other than unadulterated food or drink; however, this exclusion shall not apply to commonly available nutritional supplements, where the Insured shall have administered the supplements following the product label directions, and for reasons appropriate to the supplements.
  - (c) Malicious, willfull, or intentional acts or omissions by any Insured, or agents, employees, bailees, or representatives of the Insured, or
  - (d) Failure to provide proper care and attention, or
  - (e) Nuclear fission, nuclear fusion, or radioactive contamination.
- (4) This insurance does not cover any loss directly or indirectly caused by, happening through, or in consequence of:
- (a) Confiscation 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, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment, or any use of military force, usurped power or confiscation, nationalization, or damage of property by any government, military, or other authority.
- (5) This insurance does not cover any loss, including death, arising from mysterious disappearance, escape, or voluntary parting of possession or title to an insured horse as a result of the Insured (or others to whom the insured horse may have been entrusted) being induced by a fraudulent scheme, trickery, or similar false pretences.
- (6) This insurance does not cover any consequential loss, or injury, or damage to the insured horse except death following theft.

---

#### **PART V. ARBITRATION CLAUSE**

---

Should there arise a difference of opinion solely concerning the value of a deceased horse which cannot be amicably settled between the Company and the Insured, it is understood and agreed that such difference of opinion shall, by agreement of the Company and the Insured, be submitted for arbitration to three (3) disinterested parties, one to be selected by the Company, one to be selected by the Insured, and one to be selected by the two so selected. A decision of the majority of the three shall be final in each case. Each party shall pay for the expense of its own arbitrator and a pro rata portion of the expenses of the third arbitrator.

---

#### **PART VI. GENERAL CONDITIONS**

---

- (1) Terms of this Policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this Policy are not permitted are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.
- (2) No action shall lie against the Company unless as a condition precedent thereto the Insured shall have fully complied with all terms of this Policy.
- (3) In the event of the bankruptcy or insolvency of the Insured, the Company shall not be relieved of any payment hereunder as would have been payable but for such bankruptcy or insolvency.
- (4) Notice to any broker or knowledge possessed by any agent, employee, or representative of the Insured, or by any other person, shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form part of this Policy.
- (5) No interest in this Policy may be assigned without the written consent of the Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TERRITORIAL LIMITS INCLUDING TRANSIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, and exclusions of this endorsement, the Company agrees:

With the Insured that the territorial limits of coverage are extended to include:

Austria, Belgium, Denmark, France, Germany, Iceland, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, Australia, and New Zealand.

### EXCLUSIONS

This endorsement and the Policy to which it is attached provide no coverage as a direct or indirect result of quarantine rejection, restrictions, or requirements.

### CONDITIONS

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement does not apply to coverage provided by the Equine Third Party Liability Endorsement (AEM 214).

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that any loss or death as a direct or indirect result of the following condition(s) is/are hereby excluded with respect to the horses and coverages that follow:

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS OF USE ENDORSEMENT PLAN A

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, and limitations of this endorsement, the Company agrees:

With the Insured that in the event the horse shall manifest a condition resulting from an accident, injury, illness, or disease occurring during the coverage period, and that the Company has been notified of such condition during the coverage period, and if, as a direct and proximate result of such condition, the said horse shall be determined, during the coverage period, by a licensed veterinarian appointed by the Company to be totally and permanently unfit for the use as specified in the application form, Declarations, or endorsements to the Policy (with the exception of breeding or cosmetic conditions of any nature), but does not require destruction for humane reasons, the Company will indemnify the Insured for the maximum indemnity percentage of the value of the horse at the onset of such condition, or the maximum indemnity percentage of the limit of liability as stated in the Schedule, including subsequent endorsements, whichever is the lesser sum.

### CONDITIONS

In the event that the Insured and the Company, or their appointed veterinarians, fail to agree as to whether the condition of the horse is such as to cause the permanent and total loss of use, as described in the application form, Declarations, or endorsements to the Policy, at the expiry of three months from the date of incident, or the expiry date of the Policy, whichever is earlier, the matter shall be referred to a qualified licensed veterinarian mutually agreed upon by the Insured and the Company. The veterinarian is empowered either to decide immediately as to the condition of the horse, or to fix upon a further period of time at the expiry of which the veterinarian shall make a decision. However, the final decision must be rendered on or before the expiry date of the Policy. The Insured and the Company agree to accept any decision of the veterinarian as authoritative and binding on both parties. For the purpose of this endorsement only, the date of incident shall be taken as the date on which the condition giving rise to a possible claim under this endorsement occurred.

In the event the Company incurs an obligation to indemnify the Insured under this endorsement, the Company shall have the right to take unimpaired title to, and possession of, the horse in respect of which a claim has been paid, together with all documents relating thereto. The Company may, but is not obligated to, establish a residual fair market value of the horse, and offer to waive the right to take title to and possession of the horse in exchange for deducting this residual fair market value from the claims settlement to the Insured. If the Insured disagrees with the residual fair market value established by the Company, the parties shall attempt to resolve this difference of opinion. If the parties are unable to come to agreement, either party may request mediation to determine a residual fair market value for the horse.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any process of negotiation or mediation, the Company may at any time elect to pay the amount due under this endorsement and take title to and possession of the horse, and the Insured may at any time elect to withdraw any claim under this endorsement and retain title to and possession of the horse.

Upon payment by the Company of a claim under either this endorsement or the Policy, all coverages with respect to that horse on which the claim is paid shall terminate without return of premium.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS OF USE ENDORSEMENT PLAN B

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, and limitations of this endorsement, the Company agrees:

With the Insured that in the event the horse shall be injured by a visible, external, accidental, and violent means during the coverage period, and that the Company has been notified of such injury during the coverage period, and if, as a direct and proximate result of such injury, the said horse shall be determined, during the coverage period, by a licensed veterinarian appointed by the Company to be totally and permanently unfit for the use as specified in the application form, Declarations, or endorsements to the Policy (with the exception of breeding or cosmetic conditions of any nature), but does not require destruction for humane reasons, the Company will indemnify the Insured for the maximum indemnity percentage of the value of the horse at the time of injury, or the maximum indemnity percentage of the limit of liability as stated in the Schedule, including subsequent endorsements, whichever is the lesser sum.

### CONDITIONS

In the event that the Insured and the Company, or their appointed veterinarians, fail to agree as to whether the condition of the horse is such as to cause the permanent and total loss of use, as described in the application form, Declarations, or endorsements to the Policy, at the expiry of three months from the date of incident, or the expiry date of the Policy, whichever is earlier, the matter shall be referred to a qualified licensed veterinarian mutually agreed upon by the Insured and the Company. The veterinarian is empowered either to decide immediately as to the condition of the horse, or to fix upon a further period of time at the expiry of which the veterinarian shall make a decision. However, the final decision must be rendered on or before the expiry date of the Policy. The Insured and the Company agree to accept any decision of the veterinarian as authoritative and binding on both parties. For the purpose of this endorsement only, the date of incident shall be taken as the date on which the injury giving rise to a possible claim under this endorsement occurred.

In the event the Company incurs an obligation to indemnify the Insured under this endorsement, the Company shall have the right to take unimpaired title to, and possession of, the horse in respect of which a claim has been paid, together with all documents relating thereto. The Company may, but is not obligated to, establish a residual fair market value of the horse, and offer to waive the right to take title to and possession of the horse in exchange for deducting this residual fair market value from the claims settlement to the Insured. If the Insured disagrees with the residual fair market value established by the Company, the parties shall attempt to resolve this difference of opinion. If the parties are unable to come to agreement, either party may request mediation to determine a residual fair market value for the horse.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any process of negotiation or mediation, the Company may at any time elect to pay the amount due under this endorsement and take title to and possession of the horse, and the Insured may at any time elect to withdraw any claim under this endorsement and retain title to and possession of the horse.

Upon payment by the Company of a claim under either this endorsement or the Policy, all coverages with respect to that horse on which the claim is paid shall terminate without return of premium.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GUARANTEED EXTENSION OF COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

This endorsement amends PART II. AGREEMENT subsection (1) of the Equine Mortality Policy (AEM 200) as follows:

#### PART II. AGREEMENT

In consideration of the payment of the mortality premium in respect of each individual horse to be covered by this agreement, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all of the terms, conditions, limitations, and definitions of this Policy, the Company agrees:

- (1) With the Insured that in the event of the death during the Policy Period, or within twelve (12) months after the expiration of the Policy Period, of the insured horse specified in the Schedule, including subsequent endorsements, as a result of any accident occurring or illness or disease first manifesting itself during the Policy Period, and subject to immediate notice of such accident, illness, or disease having been given to the Company prior to the expiration of the Policy Period, the Company will indemnify the Insured for the actual cash value of such horse at the time of the accident or the manifestation of the disease or illness causing its death, up to but not exceeding the limit of the Company's liability as specified in the Schedule applicable to such horse, less any Deductible.

However, in the event that the horse is covered on this Policy for less than twelve (12) months, this extension of coverage will not exceed the number of days the horse was covered under this Policy.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLIC SURGERY EXPENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the mortality premium paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that the Company will indemnify the Insured for the veterinary clinic's "reasonable and customary surgical fees" which are necessitated by "colic surgery", occurring during the coverage period, and reported to the Company during the period of insurance of the horse for which mortality coverage is in force. In addition, the Company will indemnify the Insured for approved medical fees incurred during the thirty (30) days following the "colic surgery" directly relating to the surgery and convalescence. The medical fees payable will not exceed one hundred percent (100%) of the "reasonable and customary surgical fees". Reimbursement will be provided for "third party emergency transportation" not to exceed \$300 per year.

**LIMIT OF INSURANCE:** The annual aggregate limit is the lesser of \$3,000.00 or sixty percent (60%) of the mortality limit of liability as stated in the Schedule, including subsequent endorsements, for the insured horse.

**CLAIMS NOTIFICATION:** Immediate notice by telephone is required in accordance with the Policy. Within sixty (60) days of the "colic surgery", the Insured must file with the Company a statement of loss that includes a report signed by the attending licensed veterinarian, describing the "colic surgery" performed and the insured horse's condition; and copies of itemized bills showing all fees, costs, and expenses for "colic surgery", costs of associated post-operative medical care, and costs of "third party emergency transportation".

**EXCLUSIONS:** This endorsement excludes the following:

1. Coverage for any horse that has suffered colic, impaction, or torsion in the twelve (12) months prior to the effective date of coverage or has undergone digestive tract resection at any time.
2. Additional costs and expenses as a result of the insured horse's death.
3. Any fees or expenses incurred prior to any surgical procedure.
4. Any nutraceutical, whether or not at the direction of a veterinarian.
5. Any horse covered under the Extended Named Perils Endorsement (AEM 218).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEFINITIONS

1. "Colic surgery" means any corrective, surgically invasive procedure performed at an equine surgical clinic by a licensed veterinarian under general anesthesia for the treatment of acute abdominal pain of the equine digestive or intestinal tract.
2. "Third party emergency transportation" means the transportation of the insured horse to an equine surgical clinic for "colic surgery" by an independent contractor, who is not an employee or a relative of the Insured.
3. "Reasonable and customary surgical fees" means costs and expenses that are within the range of usual charges for the same or a similar service or supply billed by most veterinarians, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the condition treated, and the complexity of treatment of a particular case.

## CONDITIONS

This insurance is primary to any other insurance or benefits that provide similar coverage for "colic surgery".

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE ZERO DEDUCTIBLE SURGICAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that the Company will indemnify the Insured for the "reasonable and customary surgical fees" of a licensed veterinarian(s) which are necessitated by accident, injury, illness, or disease, occurring during the coverage period, and reported to the Company prior to the expiration date of the Policy. In addition, the Company will indemnify the Insured for approved medical fees incurred during the thirty (30) days following the surgery directly relating to the surgery; however, the medical fees payable will not exceed one hundred percent (100%) of the surgical fees. All services must be performed during the coverage period or within 30 days after the expiration date of the Policy.

LIMIT OF INSURANCE: \$5,000.00 annual aggregate limit.

CLAIMS NOTIFICATION: Immediate notice by telephone is required in accordance with the Policy. For this endorsement only, the Company will pay invoices for expenses incurred up to 90 days prior to notification, provided that the Insured has acted reasonably and the Company is not otherwise prejudiced by the delay in notification.

EXCLUSIONS: This endorsement excludes claims arising from any of the following:

1. Any surgical procedure not performed under general anesthesia, unless specifically approved prior to the procedure by the Company.
2. Any surgical procedure not performed by a licensed veterinary surgeon at an equine surgical clinic.
3. Any fees or expenses incurred prior to any surgical procedure.
4. Any treatments normally associated with the maintenance of a healthy horse.
5. Any nutraceutical, whether or not at the direction of a veterinarian.
6. Costs of transportation, veterinary travel, and call charges.
7. Birth defects, developmental conditions, growth conditions, nutritional conditions, and congenital conditions, including but not limited to: undescended testicles, umbilical hernia, and corrective treatment such as for contracted tendons or club foot, whether evident or not at the effective date of coverage for the insured horse.
8. Any elective or voluntary surgical procedure, including but not limited to: any surgery to correct laryngeal hemiplegia, entrapment of epiglottis, neurectomy, castration, caslicks, and cosmetic procedures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

9. Any dental procedure, unless necessitated by a visible, external, accidental, and violent means injury.
10. Any joint treatment or procedure such as injections of synovial fluid, stimulators, or replacers including cortico-steroids and anabolic steroids, whether or not used in conjunction with any other treatments.
11. Any charges arising out of complications from an excluded procedure, treatment, or condition.
12. Any postmortem or necropsy procedure.
13. Treatment rendered more than ninety (90) days prior to notifying the Company of the condition.

#### DEFINITIONS

"Reasonable and customary surgical fees" means costs and expenses that are within the range of usual charges for the same or a similar service or supply billed by most veterinarians, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the condition treated, and the complexity of treatment of a particular case.

#### CONDITIONS

Coverage provided by this endorsement is excess to coverage provided by the Colic Surgery Expense Endorsement (AEM 211). Coverage provided by this endorsement is primary to all other insurance or benefits available to the Insured that provide similar coverage.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PAYMENT PLAN ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is understood and agreed that a payment plan has been established for this Policy.

Payment on this Policy is due from the Insured as follows:

Mandatory State Taxes and Surcharges, if applicable, must be paid at inception and are included in the above payments as indicated.

If payments are not made in accordance with the above schedule, the Policy is subject to cancellation at the option of the Company or in accordance with state regulations.

Broker:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If a return premium is due to the Insured by subsequent endorsement, whether by deletion of horses or coverages, or by change of rates or limits, or cancellation of the Policy, the Company may apply any such refund to the final amount(s) due.

Horses or coverages added after inception of this Policy are not included in this payment plan. Payments for any additional premiums are due in full.

In the event of a claim, all premiums for that individual horse are fully earned and must be paid before a claim is settled.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE THIRD PARTY LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that in the event the Insured shall become legally obligated to pay monetary damages to a third party because of "bodily injury" or "property damage" directly caused by the horse to which this endorsement applies for an "incident" occurring during the coverage period, the Company will pay such monetary damages on behalf of the Insured.

The Company has the right and duty to defend the Insured against any suit or claim seeking damages for an "incident" to which this coverage applies. The Company reserves the right to settle claims at the Company's discretion. *The right and duty to defend ends when the Company has paid or tendered the limit of insurance in the payment of judgments or settlements, including costs of investigation and defense.*

The Company's limit of liability, as stated in the schedule, is the maximum payment that the Company will make under this coverage. Payment of costs of investigation and defense fees reduces the amount available for monetary damages.

### DUTIES IN THE EVENT OF A CLAIM

In case of an "incident", regardless of the merits of liability, the Insured will perform the following duties or see that these duties are performed:

- (1) Give immediate notice to the Company of:
  - (a) The identity of the Policy and the Insured;
  - (b) Information on the time, place, and circumstances of the "incident"; and
  - (c) Names, addresses, and contact information of any potential claimants and witnesses.
- (2) Promptly forward to the Company any document relating to the "incident", including but not limited to notices, demands, and summons.
- (3) Cooperate fully with the Company's investigation.
- (4) At the Company's request, help the Company:
  - (a) To make settlement;
  - (b) To enforce any right against any person or organization which may be liable to the Insured;
  - (c) With the conduct of suits;
  - (d) To secure and give evidence;
  - (e) By attending hearings or trials; and
  - (f) To obtain the attendance of witnesses.
- (5) Refrain from making any payment, assuming any obligation, or incurring any expense, other than for first aid, without the consent of the Company.

### EXCLUSIONS

This insurance does not apply to punitive damages, exemplary damages, fines, penalties, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No coverage applies hereunder for "bodily injury" or "property damage":

1. For an "incident" occurring prior to the effective date of this coverage.
2. Arising out of the commercial use of the horse.
3. While the horse is being used or prepared for use in conjunction with a carriage, buggy, or similar vehicle.
4. Arising out of unintended breeding.
5. To persons boarding or training the horse, or to property belonging to such persons.
6. To equine service providers hired, retained, or employed by the Insured, including but not limited to: farriers, veterinarians, and auctioneers, or their employees.
7. To real property rented to, occupied by, or leased to the Insured.
8. To personal property used by, or in the care or custody of, or under the physical or contractual control of, the Insured.
9. For liability assumed through oral or written contracts or agreements entered into by the Insured. This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.
10. For any obligation which the Insured may be held liable under any worker's compensation, employer's liability, unemployment compensation, or disability benefits law or similar law.
11. For "bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.
12. For any loss, cost or expense arising out of any:
  - A. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - B. Claim or lawsuit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

#### DEFINITIONS

"Bodily injury" means actual physical injury, or death arising out of such physical injury, caused by the horse.

"Property damage" means physical damage to tangible property caused by the horse.

"Incident" means a specific accident directly involving the horse to which this coverage applies.

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### CONDITIONS

The territorial limits of this coverage are extended only to claims for "bodily injury" or "property damage" that occur within the continental United States or Canada.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NAMED PERILS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the premium paid in respect of each horse to be insured for named perils coverage, such premium to be shown in the Schedule, including subsequent endorsements, the Company agrees with the Insured that the indemnity provisions of PART II. AGREEMENT subsection (1) shall not apply unless the death of the horse occurs as a direct result of any of the following perils:

- (a) fire, lightning, explosion, or smoke resulting therefrom;
- (b) windstorm, hurricane, tornado, hail, earthquake, or flood;
- (c) drowning;
- (d) artificial electricity;
- (e) collapse of building;
- (f) attack by dogs or wild animals;
- (g) accidental shooting except by the Insured or agents, employees, or representatives of the Insured;
- (h) collision or overturning of any motor vehicle in which the insured horse is being transported, other than collision with vehicles of the Insured or agents, employees, or representatives of the Insured;
- (i) sinking, burning, or collision of vessels in which the insured horse is being conveyed on inland waterways only;
- (j) collision, derailment, or overturning of a conveyance in which the insured horse is being transported by railroad (but the coming together of railroad cars during coupling operations shall not be deemed a collision);
- (k) objects falling from aircraft;
- (l) accident to an aircraft in which the insured horse is being transported;
- (m) where an insured horse is destroyed while on board an aircraft in flight at the order of the person responsible for the safety of the aircraft who confirms in a sworn statement that in his or her opinion, the horse was so uncontrollable (berserk) as to have been a danger at that time to the safety of the aircraft, crew, passengers, or cargo.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONDITIONS

The provisions of the Colic Surgery Expense Endorsement (AEM 211) do not apply to any horse insured for named perils coverage under this endorsement.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ACCIDENT, SICKNESS, AND DISEASE STALLION INFERTILITY ENDORSEMENT PLAN A

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium paid in respect of each stallion to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, and limitations of this endorsement, the Company agrees:

With the Insured that in the event the stallion shall manifest a condition resulting from an accident, sickness, or disease occurring during the coverage period, and that the Company has been notified of such condition during the coverage period, and if, as a direct and proximate result of such condition, the said stallion shall be determined, during the coverage period, by a licensed veterinarian appointed by the Company to be totally and permanently impotent, infertile, or incapable of settling mares, the Company will indemnify the Insured for the maximum indemnity percentage of the value of the stallion at the onset of such accident, sickness, or disease or the maximum indemnity percentage of the limit of liability as stated in the Schedule, including subsequent endorsements, whichever is the lesser sum.

### CONDITIONS

In the event that the Insured and the Company, or their appointed veterinarians, fail to agree as to whether the condition of the stallion is such as to cause the permanent and total impotence, infertility, or inability to settle mares, at the expiry of three months from the date of incident, or the expiry date of the Policy, whichever is earlier, the matter shall be referred to a qualified licensed veterinarian mutually agreed upon by the Insured and the Company. The veterinarian is empowered either to decide immediately as to the condition of the stallion, or to fix upon a further period of time at the expiry of which the veterinarian shall make a decision. However, the final decision must be rendered on or before the expiry date of the Policy. The Insured and the Company agree to accept any decision of the veterinarian as authoritative and binding on both parties. For the purpose of this endorsement only, the date of incident shall be taken as the date on which the accident, sickness, or disease giving rise to a possible claim under this endorsement occurred.

In the event the Company incurs an obligation to indemnify the Insured under this endorsement, the Company shall have the right to take unimpaired title to, and possession of, the stallion in respect of which a claim has been paid, together with all documents relating thereto. The Company may, but is not obligated to, establish a residual fair market value of the stallion, and offer to waive the right to take title to and possession of the stallion in exchange for deducting this residual fair market value from the claims settlement to the Insured. If the Insured disagrees with the residual fair market value established by the Company, the parties shall attempt to resolve this difference of opinion. If the parties are unable to come to agreement, either party may request mediation to determine a residual fair market value for the stallion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any process of negotiation or mediation, the Company may at any time elect to pay the amount due under this endorsement and take title to and possession of the stallion, and the Insured may at any time elect to withdraw any claim under this endorsement and retain title to and possession of the stallion.

Upon payment by the Company of a claim under either this endorsement or the Policy, all coverages with respect to that stallion on which the claim is paid shall terminate without return of premium.

In the event that mortality coverage on any stallion to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ACCIDENT, SICKNESS, AND DISEASE STALLION INFERTILITY ENDORSEMENT PLAN B

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium paid in respect of each stallion to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, and limitations of this endorsement, the Company agrees:

With the Insured that in the event the stallion shall manifest a condition resulting from an accident, sickness, or disease occurring during the coverage period, and that the Company has been notified of such condition during the coverage period, and if, as a direct and proximate result of such condition, the said stallion shall be determined, during the coverage period, by a licensed veterinarian appointed by the Company to be totally and permanently impotent, infertile, or incapable of servicing mares, the Company will indemnify the Insured for the maximum indemnity percentage of the value of the stallion at the onset of such accident, sickness, or disease or the maximum indemnity percentage of the limit of liability as stated in the Schedule, including subsequent endorsements, whichever is the lesser sum.

### CONDITIONS

In the event that the Insured and the Company, or their appointed veterinarians, fail to agree as to whether the condition of the stallion is such as to cause the permanent and total impotence, infertility, or inability to service mares, at the expiry of three months from the date of incident, or the expiry date of the Policy, whichever is earlier, the matter shall be referred to a qualified licensed veterinarian mutually agreed upon by the Insured and the Company. The veterinarian is empowered either to decide immediately as to the condition of the stallion, or to fix upon a further period of time at the expiry of which the veterinarian shall make a decision. However, the final decision must be rendered on or before the expiry date of the Policy. The Insured and the Company agree to accept any decision of the veterinarian as authoritative and binding on both parties. For the purpose of this endorsement only, the date of incident shall be taken as the date on which the accident, sickness, or disease giving rise to a possible claim under this endorsement occurred.

In the event the Company incurs an obligation to indemnify the Insured under this endorsement, the Company shall have the right to take unimpaired title to, and possession of, the stallion in respect of which a claim has been paid, together with all documents relating thereto. The Company may, but is not obligated to, establish a residual fair market value of the stallion, and offer to waive the right to take title to and possession of the stallion in exchange for deducting this residual fair market value from the claims settlement to the Insured. If the Insured disagrees with the residual fair market value established by the Company, the parties shall attempt to resolve this difference of opinion. If the parties are unable to come to agreement, either party may request mediation to determine a residual fair market value for the stallion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any process of negotiation or mediation, the Company may at any time elect to pay the amount due under this endorsement and take title to and possession of the stallion, and the Insured may at any time elect to withdraw any claim under this endorsement and retain title to and possession of the stallion.

Upon payment by the Company of a claim under either this endorsement or the Policy, all coverages with respect to that stallion on which the claim is paid shall terminate without return of premium.

In the event that mortality coverage on any stallion to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE COLIC MEDICAL AND SURGICAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the additional premium, fully earned, paid in respect of each horse to be insured for this coverage, such premium to be shown in the Schedule, including subsequent endorsements, and subject to all the terms, conditions, limitations, definitions, and exclusions of this endorsement, the Company agrees:

With the Insured that the Company will indemnify the Insured for the "reasonable and customary fees" of a licensed veterinarian(s) for the treatment of acute abdominal pain of the equine digestive or intestinal tract, occurring during the coverage period, and reported to the Company prior to the expiration date of the Policy. Services must be performed during the coverage period or within 30 days after the expiration date of the Policy.

**LIMIT OF INSURANCE:** The annual aggregate limit is the lesser of \$3,000.00 or sixty percent (60%) of the mortality limit of liability as stated in the Schedule, including subsequent endorsements, for the insured horse.

**DEDUCTIBLE:** \$300.00 each and every claim or reoccurrence thereof made during the period of insurance for each occurrence.

**EXCLUSIONS:** This endorsement excludes claims arising from any of the following:

1. Costs of transportation, veterinary travel, and call charges.
2. Any nutraceutical, whether or not at the direction of a veterinarian.
3. Any postmortem or necropsy procedure.

### DEFINITIONS

"Reasonable and customary fees" means costs and expenses that are within the range of usual charges for the same or a similar service or supply billed by most veterinarians, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the condition treated, and the complexity of treatment of a particular case.

### CONDITIONS

Coverage provided by this endorsement is excess to coverage provided by the Colic Surgery Expense Endorsement (AEM 211). Coverage provided by this endorsement is primary to all other insurance or benefits available to the Insured that provide similar coverage.

In the event that mortality coverage on any horse to which this endorsement applies expires or is cancelled or deleted, this coverage shall automatically terminate unless the mortality coverage for that horse is reinstated or restored.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RACING YEARLINGS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that any yearlings insured hereunder are not covered if in race training, or at a race training establishment or environment, or in the care, custody, or control of a trainer of racing horses, except where the Schedule, including subsequent endorsements, specifically states RACING as the use for the horse, and where the appropriate premium has been paid for a yearling racing or intended for racing.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HALTER HORSE INCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that the Halter Horse Exclusion Endorsement (AEM 325) does not apply to the following horse(s):

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HALTER HORSE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that any Quarter Horse, Appaloosa Horse, or Paint Horse that is used for breeding halter horses or raised, shown, or trained as a halter horse, is not covered by the Policy, except where the Schedule, including subsequent endorsements, specifically states HALTER as the use for the horse, and where the appropriate premium has been paid, or where an endorsement has been issued stating that this exclusion does not apply to a specific horse(s).

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that the following named is a Loss Payee for all horses insured under this Policy. The Company will make any payment to the Insured and the following party as their interests may appear:

The naming of a Loss Payee will not increase the amount the Company pays for any claim under this Policy.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AGGREGATE DEDUCTIBLE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

In consideration of the Premium paid, the Company agrees with the Insured that this Policy is subject to an aggregate Deductible, applicable only to mortality claims. The deductible is calculated at the time of each mortality claim by multiplying the total mortality limits of liability for all horses insured on the Policy on the date of loss by the aggregate deductible percentage as stated below, subject to the minimum aggregate deductible as stated below, less any prior claim accepted by the Company. No mortality loss will be paid by the Company until the total mortality losses for all incurred and accepted mortality claims exceeds the calculated aggregate Deductible, after which mortality losses may be paid in full.

If the aggregate Deductible has not been exhausted, premium adjustment for mortality additions, deletions, or changes in limit will be at the initial mortality rate applied at the inception of this Policy, except the Company will require additional premiums for additions and increases in limit of horses less than 180 days old or over 14 years of age.

In the event that the aggregate Deductible has been exhausted, premium for all horses on the Policy at its inception, or subsequently added at the initial mortality rate charged at the inception of this policy, shall be fully earned. Premium adjustment for additions and increases in limit after the aggregate Deductible has been exhausted will be at the applicable standard mortality rate.

Aggregate Deductible Percentage:

Minimum Aggregate Deductible:

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUINE VALUE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

This endorsement amends PART II. AGREEMENT of the Equine Mortality Policy (AEM 200) as follows:

In consideration of the payment of the mortality premium in respect of each individual horse to be covered by this agreement, such premium to be shown in the Schedule, including subsequent endorsements, and the Insured's representations in respect of each horse to be insured, and subject to all of the terms, conditions, limitations, and definitions of this Policy, the Company agrees:

- (1) With the Insured that in the event of the death during the Policy Period, or within thirty (30) days after the expiration of the Policy Period, of any insured horse specified in the Schedule, including subsequent endorsements, as a result of any accident occurring, or illness or disease first manifesting itself during the Policy Period, and subject to immediate notice of such accident, illness, or disease having been given to the Company prior to the expiration of the Policy Period, the Company will indemnify the Insured for the amount shown as the limit of liability for such horse at the time of the accident or the manifestation of the disease or illness causing its death, less any Deductible, except as set forth below.
- (2) With the Insured that in the event of theft during the Policy Period of any insured horse specified in the Schedule, including subsequent endorsements, or death directly resulting from theft but in either event subject to immediate notice having been given to the Company prior to the expiration of the Policy Period, and subject to exclusions (5) and (6), the Company will indemnify the Insured for the amount shown as the limit of liability for such horse at the time of loss, less any Deductible, except as set forth below.

However, in the event of any misrepresentation of the horse's value, or if the horse's fair market value during the coverage period was never equal to the amount shown as the limit of liability, the Company will only pay for the maximum fair market value attained by the horse during the time mortality coverage was in force, such payment not to exceed the maximum limit of liability shown in the Schedule, including subsequent endorsements, for the horse to which this coverage applies.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that the following named is an Additional Named Insured for all horses insured under this Policy. The Company will make any payment to the Insured and the following party as their interests may appear:

The naming of an Additional Named Insured will not increase the amount the Company pays for any claim under this Policy.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LESSEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EQUINE MORTALITY POLICY

It is hereby understood and agreed that the following named is a Lessee for all horses insured under this Policy. The Company will make any payment to the Insured and the following party as their interests may appear:

The naming of a Lessee will not increase the amount the Company pays for any claim under this Policy.

This endorsement is subject otherwise to the terms, conditions, exclusions, and limitations of the policy to which this endorsement is attached.

## PRIVACY NOTICE

We at Diamond State Insurance Company, and our affiliated companies and subsidiaries, are required to protect our customers nonpublic personal financial information.

We collect your nonpublic personal financial information from the following sources:

- Information obtained from you, including information from your application, such as name, address, telephone number, social security number, assets, and income.
- Information about transactions and experiences, such as your premium payment and claims history.
- Information from a consumer reporting agency, such as your credit history.

**WE DO NOT DISCLOSE THE NONPUBLIC PERSONAL FINANCIAL INFORMATION OF OUR CUSTOMERS OR FORMER CUSTOMERS, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE, WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED.**

We maintain electronic, physical, and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees who need to know that information to perform their job responsibilities.

*SERFF Tracking Number:*      *PENN-125277154*                      *State:*                      *Arkansas*  
*Filing Company:*              *Diamond State Insurance Company*              *State Tracking Number:*      *AR-PC-07-026004*  
*Company Tracking Number:*      *2007-IIM-047F*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0001 Animal Mortality*  
*Product Name:*              *Commerical Inland Marine - Equine Mortality Program*  
*Project Name/Number:*      */2007-IIM-047F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PENN-125277154 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: AR-PC-07-026004  
Company Tracking Number: 2007-IIM-047F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality  
Product Name: Commercial Inland Marine - Equine Mortality Program  
Project Name/Number: /2007-IIM-047F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 09/12/2007

**Comments:**

**Attachment:**

AR Transmittal.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b> United National Group	<b>Group NAIC #</b>
	920

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Diamond State Insurance Company	IN	42048	51-0257823	

<b>5. Company Tracking Number</b>	2007-1IM-047F
-----------------------------------	---------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Lorna Geiger Three Bala Plaza East Ste 300 Bala Cynwyd, PA 19004	State Filing Analyst	(610) 660-6876	(610) 668-3399	lgeiger@unitednat.com

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	Lorna Geiger

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Commercial Inland Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input checked="" type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 10/15/2007      Renewal: 10/15/2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	09/05/2007

19.	Status of filing in domicile	[ ] Not Filed [ x ] Pending [ ] Authorized [ ] Disapproved
-----	------------------------------	--

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2007-1IM-047F
-----	---	---------------

21.	<p><b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]</p> <p>Diamond State Insurance Company is submitting a revision to its currently approved Equine Mortality Program. In this submission, we are revising several of our forms and endorsements. This program provides coverage for equine mortality, medical care, loss of use, and other related coverages. Wording has been changed to be more straight-forward, limitations are imposed where deemed necessary, and ambiguous wording has been eliminated.</p>
-----	--

22.	<p><b>Filing Fees</b> (Filer must provide check # and fee amount if applicable)          [If a state requires you to show how you calculated your filing fees, place that calculation below]</p>
-----	--

**Check #: EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**