

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

IN THE VANDERBURGH CIRCUIT COURT

JULIE GREENBANK,)
 Plaintiff,)
)
 v.) Cause No. **82C01-1811-PL-006300**
)
 GREAT AMERICAN ASSURANCE)
 COMPANY,)
 Defendant.)

COMPLAINT

Comes now the Plaintiff, Julie Greenbank (“Julie”), by counsel, and for her Complaint against the Defendant, Great American Assurance Company (“Defendant”), alleges and states:

I. Parties, Jurisdiction, and Venue

1. Julie is a resident of Vanderburgh County, Indiana.
2. Great American Assurance Company is an Ohio corporation with its principal place of business at 301 E. Fourth Street, Cincinnati, Ohio 45202.
3. This Court has personal jurisdiction over Defendant per Trial Rule 4.4(A) as Defendant conducts business in Indiana, contracted to insure property and a risk within Indiana, and caused injury and property damage in Indiana.
4. Venue is proper in this Court per Trial Rule 75(A).

II. Factual Allegations

5. In September 2017, Julie purchased a horse, Awesome At This (a/k/a barn name, Thomas) (“Thomas”), an American Saddlebred gelding for \$500,000.

6. At all relevant times herein, Defendant was in the business of providing equine mortality insurance, including major medical and surgery coverage endorsements.

7. At all relevant times herein, Defendant represented to customers and potential customers that it provides expert insurance coverage to protect an owner's ongoing investment in a horse.

8. At all relevant times herein, Defendant represented to customers and potential customers that it is one of the world's leading providers of equine mortality insurance and related coverages.

9. At all relevant times herein, Defendant represented to customers and potential customers that it is staffed with equine experts, including those relating to show horses.

10. At all relevant times herein, Defendant represented to customers and potential customers that clients who elect full mortality insurance coverage can also obtain major medical and other insurance endorsements that can be useful in protecting the horse owner's investment.

11. Effective September 28, 2017, Julie, as the named insured, purchased an equine mortality insurance policy, with a major medical endorsement and a guaranteed renewal endorsement, on Thomas from Defendant (the "Policy"). A true and accurate copy of the Policy is attached hereto as Exhibit "A."

12. As part of the Policy application process, Thomas underwent and passed a veterinarian examination.

13. Julie submitted the Policy application which disclosed Thomas' \$500,000 purchase price and sought coverage in the amount of \$500,000.

14. The Policy application specified the "exact use" of Thomas as a "show" horse.

15. Defendant rated and based the amount of the Policy premium on Thomas being a show horse with a value of \$500,000.

16. Based on said rating, Defendant issued the Policy to Julie and Defendant set the Policy premium at \$14,250.00, and Julie timely paid it.

17. The Policy mortality coverage was for Thomas' full purchase price of \$500,000, and identified the insured specified use as a "show" horse.

18. The initial one year term of the Policy expired on September 29, 2018.

19. However, the Policy included, and Julie paid for, a Guaranteed Renewal Endorsement subject to certain conditions.

20. The Policy's Guaranteed Renewal Endorsement provided, in relevant part, that the Policy would be renewed year-to-year, subject to certain conditions.

21. In February 2018, Thomas began showing signs of a medical issue and Thomas' trainer, Chuck Herbert of Cedarwood Farm in Evansville, Indiana (the "Trainer"), sought an assessment from veterinarian, Dr. Raymond Stone of Stone Ridge Equine Care, LLC, in Evansville, Indiana ("Dr. Stone").

22. Trainer is an experienced trainer of horses with over 40 years of experience, a veterinary technologist with a degree from Purdue University, and he owns a facility in Evansville, Indiana, which trains multiple horses.

23. Dr. Stone graduated from Auburn University College of Veterinary Medicine in 1987 and is a highly regarded and experienced licensed veterinarian with an equine practice.

24. Julie sought and obtained reasonable and appropriate medical care for Thomas, including seeking the expert opinion of Dr. Stone.

25. Within a reasonable period of time and within the Policy period, Defendant was advised as to Thomas' medical condition.

26. Defendant thereafter requested information from Julie, Trainer and Dr. Stone as to Thomas' medical condition.

27. As a result of the medical and related care provided by Dr. Stone and Trainer, Thomas' condition initially improved.

28. However, in May and early June 2018, Thomas' condition deteriorated, including significant weight loss and muscle atrophy.

29. On June 7, 2018, Trainer advised Julie that he believed Thomas' condition was such that Thomas should be humanely euthanized.

30. Upon information and belief, on or about June 8, 2018, Trainer and Dr. Stone discussed Thomas' condition and Dr. Stone contacting Defendant regarding Thomas' condition and that Thomas be humanely euthanized.

31. Upon information and belief, on June 8, 2018, Dr. Stone informed Defendant of Thomas' deteriorating condition and the need for his humane destruction.

32. On June 8, 2018, Julie received a call from Defendant advising that Defendant wanted a second opinion for Thomas' humane destruction, Defendant was taking control of Thomas and his treatment, requiring Thomas to be immediately removed from his show barn, and giving Julie the option to take Thomas to Dr. Stone's equine facility, a local equine medical clinic or to Hagyard Equine Medical Institute in Lexington, Kentucky ("Hagyard").

33. Upon information and belief, Trainer was contacted by Defendant on June 8, 2018, and told that Defendant was taking over control of Thomas and his treatment per the terms of the Policy and demanded that Thomas be immediately transported to Hagyard.

34. Upon information and belief, Trainer communicated to Defendant of Thomas' deteriorated condition and that he be allowed to take Thomas to Dr. Stone's equine medical facility which is within one mile of the trainer's facility.

35. Upon information and belief, Defendant initially agreed to allow Thomas to be immediately transported to Dr. Stone's facility in Evansville, Indiana.

36. Upon information and belief, Defendant contacted Dr. Nathan Slovis at Hagyard and requested that he assume Thomas' treatment.

37. Upon information and belief and despite Defendant's communication to Julie and Trainer that Thomas could be transported to Dr. Stone's equine medical facility, Defendant directed Dr. Slovis to advise Dr. Stone to not treat Thomas and Defendant then required Thomas to be immediately transported to the Hagyard facility in Lexington, Kentucky.

38. Defendant invoked a purported Policy provision that allowed it to assume control over Thomas' treatment and to remove Thomas for treatment.

39. The authorized humane destruction of Thomas is a covered loss under the Policy.

40. Thomas should have been humanely euthanized on June 8, 2018, and Julie paid on a mortality loss covered under the Policy.

41. Despite those most knowledgeable of Thomas' condition recommending his humane destruction, Defendant exercised control over Thomas and his treatment and Defendant began a course of radical, controversial and enduring medical treatment which subjected Thomas to excessive suffering so as to avoid payment of a covered loss under the Policy.

42. After Thomas was cruelly transported to Hagyard in a deteriorated condition, his health continued to decline and he contracted Staph Aureus, which is indicative of hospital acquired Methicillin Resistant Staph Aureus, and received numerous lavages for a chest abscess.

43. At all times on and after June 8, 2018, Defendant has solely directed control over and the care and treatment of Thomas.

44. When Defendant took possession and control over Thomas and his treatment, Thomas was a show horse with an investment value of \$500,000.

45. On June 11, 2018, Defendant authorized a Hagyard medical facility veterinarian to perform a show career ending tenectomy on Thomas' right rear leg without Julie's consent or authorization.

46. The tenectomy involves cutting a tendon to Thomas' hoof and is a controversial salvage procedure.

47. A tenectomy would leave Thomas in a physical condition in which he could never be a show horse again.

48. Upon information and belief, Dr. Stone called Dr. Slovis to communicate with him regarding the tenectomy and to request that Hagyard pursue alternative medical treatment to the tenectomy.

49. Upon information and belief, Dr. Slovis never returned Dr. Stone's call.

50. Upon information and belief, Trainer communicated with Hagyard requesting that the tenectomy not be performed on Thomas and noted other medical opinions that it not be performed and Trainer requested other medical alternatives.

51. Defendant ignored Julie's requests that the tenectomy not be performed and that other alternatives be considered, but Defendant told Julie on June 11, 2018, that she was obligated to accept such treatment under the Policy.

52. On June 11, 2018, Defendant authorized a Hagyard veterinarian to and such veterinarian did perform a tenectomy on Thomas' right rear leg without authorization or consent

from Julie, expressly contrary to Julie's request and without consideration for protecting Julie's investment.

53. Defendant exercised control of Thomas in a manner other than to which Julie consented and the Policy required to protect Julie's investment, and Defendant created a false impression in Julie and failed to correct a false impression in Julie.

54. As a result of the tenectomy, Thomas' career as a show horse is over and his investment value is now \$0.

55. Upon information and belief, Defendant has spent as much as \$100,000 or more in unreasonable medical treatment on Thomas for the sole purpose of avoiding payment of a covered mortality loss under the Policy.

56. On September 20, 2018, Defendant advised Julie that it would not renew the Policy per the Guaranteed Renewal Endorsement "as a result of your failure to provide immediate notice of Thomas' illness or disease" A true and accurate copy of said communication is attached hereto as Exhibit "B."

57. Defendant advised Julie that is had unilaterally determined to renew the Policy for a period of sixty (60) days, from September 28, 2018 to November 27, 2018.

58. Julie sought to renew the Policy under the Guaranteed Renewal Endorsement and she timely submitted payment by check to renew the Policy.

59. Defendant cashed Julie's check but then issued a refund in an amount apparently covering the cost for ten months of renewal coverage which Defendant had refused.

60. Defendant knowingly, intentionally, recklessly or negligently damaged Julie's investment in order to avoid paying a covered mortality loss under the Policy.

61. As of the date of filing this Complaint, Defendant continues to maintain possession and control of Thomas and his treatment continues at Hagyard.

62. Despite representing that Defendant would provide insurance to protect Julie's investment in Thomas, Defendant undertook an unreasonable and radical course of medical treatment to avoid paying a covered mortality loss under the Policy and in a manner contrary to protecting Julie's \$500,000 investment in Thomas as a show horse.

63. Defendant has in bad faith denied a covered mortality loss, wrongfully terminated and refused to renew the Policy, and despite controlling Thomas and his treatment for nearly seven months, has in bad faith claimed that Julie breached the Policy by not timely giving notice of Thomas' condition.

64. Defendant has, in bad faith and solely to avoid a covered Policy loss, ignored expert recommendation to humanely euthanize Thomas, undertaken unauthorized radical surgery to render Julie's investment worthless, and pursued radical, unreasonable and cruel medical treatment to extend Thomas' life beyond the Policy period so as to avoid payment on a covered mortality loss under the Policy.

65. Defendant knowingly, intentionally, recklessly or negligently damaged Julie's investment.

66. Defendant's actions were not reasonable, were inconsistent with protecting Julie's investment, were contrary to its duties and obligations under the Policy and Indiana law, and were solely to avoid paying a legitimate covered mortality loss under the Policy.

67. Upon information and belief, Defendant will seek to tender Thomas back to Julie once the Defendant's unilateral renewal of the Policy period expires on November 27, 2018, and

will return Julie's investment worth \$500,000 on the day Defendant took control of Thomas with an investment that is now worthless.

68. Defendant did accept and pay Julie's claim for a major medical event on Thomas under the Policy's \$10,000 major medical endorsement under a reservation of rights and Defendant continues an "investigation" to presumably find a baseless reason to ultimately deny such claim and seek the return of the claim proceeds.

III. Claims for Relief

Count I – Breach of Contract

69. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

70. The Policy is an enforceable contract.

71. Julie timely performed all duties and obligations under the Policy.

72. As a result of Defendant's actions and inactions, Defendant has breached the Policy.

73. As a direct and proximate result of Defendant's breach of the Policy, Julie has suffered damages.

74. The Policy is a standard adhesion insurance contract of Defendant.

75. The Policy is strictly construed against Defendant as the insurer.

Count II – Bad Faith

76. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

77. Defendant owed a duty to deal in good faith and to deal fairly with Julie as to the Policy.

78. As a result of Defendant's actions and inactions, Defendant breached said duties to Julie.

79. Defendant acted with dishonest purpose, moral obliquity, furtive design, or ill will and acted in its sole interest to avoid paying a covered loss under the Policy.

80. Defendant acted with conscious wrongdoing and knowingly failed to protect Julie's investment and rendered such investment worthless so that Defendant could avoid paying a covered loss and terminate the Policy.

81. As a direct and proximate result of Defendant's bad faith actions and inactions, Julie has been damaged.

82. Defendant acted maliciously, fraudulently, willfully and wantonly with conscience disregard for probable injury or with gross negligence or oppressiveness, thereby justifying an award of punitive damages.

Count III – Theft

83. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

84. Defendant knowingly or intentionally exerted unauthorized control over property of Julie with intent to deprive her of part of its value or use.

85. As a direct and proximate result of Defendant's actions, Julie has been damaged.

86. Defendant's actions constitute theft under I.C. 35-43-4-2.

87. As a result of Defendant's violation of I.C. 35-43-4-2, Julie is entitled to relief under I.C. 34-24-3-1, including treble damages, expenses and attorneys' fees.

Count IV – Conversion

88. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

89. Defendant knowingly or intentionally exerted unauthorized control over property of Julie.

90. As a direct and proximate result of Defendant's actions, Julie has been damaged.

91. Defendant's actions constitute criminal conversion under I.C. 35-43-4-3.

92. As a result of Defendant's violation of I.C. 35-43-4-3, Julie is entitled to relief under I.C. 34-24-3-1, including treble damages, expenses and attorneys' fees.

Count V – Criminal Mischief

93. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

94. Defendant recklessly, knowingly, or intentionally damaged property of Julie without her consent.

95. As a direct and proximate result of Defendant's actions, Julie has been damaged.

96. Defendant's actions constitute criminal mischief under I.C. 35-43-1-2.

97. As a result of Defendant's violation of I.C. 35-43-1-2, Julie is entitled to relief under I.C. 34-24-3-1, including treble damages, expenses and attorneys' fees.

Count VI – Fraud

98. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

99. Defendant, with intent to defraud Julie, damaged her property.

100. Defendant's actions constitute fraud under I.C. 35-43-5-4.

101. As a direct and proximate result of Defendant's actions, Julie has been damaged.

102. As a result of Defendant's violation of I.C. 35-43-5-4, Julie is entitled to relief under I.C. 34-24-3-1, including treble damages, expenses and attorneys' fees.

Count VII – Common Law Conversion

103. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

104. Defendant knowingly or intentionally exerted unauthorized control over property of Julie.

105. As a direct and proximate result of Defendant's actions, Julie has been damaged.

106. Defendant acted maliciously, fraudulently, willfully and wantonly with conscience disregard for probable injury or with gross negligence or oppressiveness, thereby justifying an award of punitive damages.

Count VIII – Negligence

107. Julie re-alleges, as though fully set forth herein, all allegations and matters contained in paragraphs 1 to 68 of this Complaint.

108. Defendant owed and/or assumed a duty to Julie to use reasonable care to protect Julie's investment in Thomas while in Defendant's possession, to act in Julie's best interest and to not take action contrary to Julie's interests so as to damage Julie's property.

109. Defendant's actions and inactions breached said duty.

110. As a direct and proximate cause of Defendant's breach of duty, Julie has been damaged.

WHEREFORE, Julie prays for the following applicable and/or alternative relief:

- a. Judgment against Defendant in an amount to compensate Julie for her damages;

- b. Punitive damages;
- c. Damages, expenses, costs, and attorneys' fees under I. C. 34-24-3-1;
- d. Injunctive relief for compliance, payment and/or continuation under the Policy;
- e. Pre-judgment and post-judgment interest;
- f. Costs of this action; and
- g. All other just, proper and/or available relief under law.

DEMAND FOR JURY TRIAL

Julie demands a trial by jury on all the issues so triable.

Respectfully submitted,

s/ Robert L. Burkart

Patrick A. Shoulders #308-82

Robert L. Burkart #16664-82

Clifford R. Whitehead #28836-49

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P. O. Box 916

Evansville, IN 47706

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Fax No. (812) 421-5089

Email: pshoulders@zsws.com

rburkart@zsws.com

cwhitehead@zsws.com

Attorneys for the Plaintiff.

CERTIFICATE OF COMPLIANCE WITH ADMINISTRATIVE RULE 9(G)

I hereby certify that the foregoing or attached Court Record or document complies with the requirements of Trial Rule 5(G) with regard to information excluded from the public record under Administrative Rule 9(G).

s/ Robert L. Burkart

Robert L. Burkart



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SDM 774 (Ed. 02 11)

Julie Greenbank
1900 Schenk Road
Evansville, IN 47720

THIS PAGE DOES NOT FORM PART
OF ANY POLICY CONTRACT OF
INSURANCE

GREAT AMERICAN IS AT YOUR SERVICE...

All of us at Great American would like to take this opportunity to thank you for placing your equine insurance with Great American. We will work hard every day to continue earning your trust. We are totally committed to giving you excellent service and to prove it, we have established special procedures to help you with just about any situation. This is just one of the many ways Great American offers service after you sign on the bottom line.

If you have questions about your policy, please contact Independent Equine Agents (800-346-8880) who can help you with coverage questions. We know you will be pleased with the timely follow-up and personal attention that Independent Equine Agents gives each of its clients.

We hope that our association with you is a long and mutually satisfying one. Welcome to the Great American Family!



MyBilling



If you have any questions about your premium invoice, or want to sign up for automatic reoccurring payment, please call our Customer Service team toll free from 8:00 am to 5:00 pm (Monday - Thursday) or 8:00 am to 3:30 pm (Friday) Eastern time at **1-800-847-4357**.

We also offer a variety of payment options. These are detailed on your invoice; see item #11 below.

Page 1

Understanding Your Direct Bill Premium Invoice

DIRECT BILL INVOICE

For billing inquiries, please contact Great American Insurance Group Billing Service at (800) 847-4357, option 3. Service hours are 8:00 a.m. to 5:00 p.m. (EST) Monday through Thursday and 8:00 a.m. to 3:30 p.m. on Friday.

For questions regarding policy or premium, please contact your insurance agent.

13 **TEST AGENCY 123**
4321 TEST DRIVE
COUNTRYVILLE, IA 54321-1234
(800) 555-1234

1 ACCOUNT NUMBER	2 MASTER PRODUCER	3 BILL DATE	4 DUE DATE	5 CURRENT BALANCE	6 MINIMUM AMOUNT DUE
1234567890		01/05/2010	01/25/2010	\$215.00	\$215.00

6 policy symbol	7 policy number	8 description	9 amount	10 minimum amount due
	1234567890	Previous Amount Billed	\$ 215.00	
		Payment Received - Thank You!	\$ -215.00	
		Long Haul Truck	\$ 213.00	
		Current Amount Due	\$ 213.00	
		Service Charge	\$ 2.00	
TOTAL DUE (minimum amount due):			\$ 215.00	
TOTAL DUE (if paid in full):			\$ 215.00	

11 PAYMENT OPTIONS

PAY BY WEB: To make a one-time or recurring payment from your bank account to credit card, please visit our online bill payment website: [www.gai.com/billing](#). This service is free and available 24 hours a day.

PAY BY PHONE: To make electronic check or credit card payment by phone, please call (800) 847-4357, select option 2, or 3 and follow the prompts. The automated payment by phone service is free and available Monday through Friday from 8:00am to 5:00pm (EST) and Saturdays from 8:00am to 5:00pm (EST).

AUTOMATIC RECURRING PAYMENT: Automatic Recurring Payment offers a convenient way to have your insurance premium automatically withdrawn from your credit card, checking or savings account. To set up a recurring electronic deduction for your account, please visit [www.gai.com/billing](#), or call us at (800) 847-4357, option 3.

PAY BY MAIL: To pay your bill by mail, simply send a check payable to "Great American Insurance" with the stub below in the envelope provided.

Detach and return this portion with your payment to the address provided.

12 ACCOUNT NUMBER	DUE DATE	PAYMENT IN FULL	MINIMUM AMOUNT DUE	AMOUNT ENCLOSED
1234567890	01/25/2010	\$215.00	\$215.00	12c

GREAT AMERICAN INSURANCE CO.
SPECIALTY ACCOUNTING
PO BOX 8940
CLEVELAND OH 44101-6400

12b address change

John Doe
PO BOX 123
ANYTOWN CA 12345

please box on the back of page

- 12a** Remember to fill in the amount you are paying on this statement.
- 12b** For billing address changes, please mark this box and make the necessary changes on the back of the payment stub.
- 13** **Agent**
Your independent agent whom you should contact regarding policy changes or coverage questions.

- 1** **Account Number**
Your unique billing account number.
- 2** **Bill Date**
The date this Direct Bill invoice was printed.
- 3** **Due Date**
The date your payment must be received by Great American.
- 4** **Current Balance**
The total current balance for the account.
- 5** **Minimum Amount Due**
The minimum amount that you must pay to keep your account current and your policies in force. A service charge may be included.
- 6** **Policy Number**
The policy numbers of all policies included in your account.
- 7** **Date**
The process date of the activity.
- 8** **Description**
A description of the policy or account activity.
- 9** **Account Activity**
The total amount of premium transactions or payments for each policy. This will reflect previous balance, payments and credits, premiums and charges, or any other applicable activity on the account.
- 10** **Minimum Amount Due**
The minimum amount for each policy that you must pay to keep your account current and your policies in full force.
- 11** **Payment Options**
You can choose payment by phone, automatic withdrawal from your bank account or payment by mail.
- 12** **Payment Stub**
Detach and return this portion with your payment.

MyBilling



Page 2

Understanding Your Direct Bill Premium Invoice

14 POLICIES ON THE ACCOUNT

policy type	policy number	policy total	payment plan	number of installments remaining	remaining balance
			0% down and monthly payments with the total due 1 month prior to expiration	0	\$ 213.00

15 BILLING DEFINITIONS

PREVIOUS BALANCE: The Maximum Amount Due stated on your last Premium Invoice.

PREMIUMS AND FEES: New premiums charged and/or fees incurred after the date of your last Premium Invoice.

PAYMENTS: Amounts received on account after the date of your last Premium Invoice.

PAST DUE AMOUNT: Minimum amount owed by the Due Date to maintain your account in good standing.

PAYMENT IN FULL: Total amount of premium and fees owed on the account as of the date of the current Premium Invoice.

SERVICE CHARGE: Processing or transaction charges added to your account.

16 TERMS AND CONDITIONS

TERMS AND CONDITIONS
 If the Past Due Amount is not received by the Due Date, a Cancellation will be issued for each delinquent policy. Payments received after cancellation date will not automatically reinstate the cancelled policy or policies. This Invoice is not a reinstatement of any coverage of policy previously cancelled. The Company reserves the right to discontinue or issue a cancelled policy will be reinstated following receipt of payment on or after the cancellation date. A Reinstatement Fee of \$25.00 will be added to your account balance for each time a delinquent policy is reinstated by your agent.

BILLING ADDRESS CHANGE

Street Address _____

City _____

State _____ Zip _____

- 14 Policies on Account**
Details of the policies on the account listing the payment plans, number of remaining installments and balance.
- 15 Billing Definitions**
A list of billing terms and definitions that appear on the invoice.
- 16 Terms and Conditions**
The terms and conditions of your Direct Bill account.

If you have any questions about your premium invoice, or want to sign up for automatic reoccurring payment, please call our Customer Service team toll free from 8:00 am to 5:00 pm (Monday - Thursday) or 8:00 am to 3:30 pm (Friday) Eastern time at **1-800-847-4357**.

The explanation provided in this brochure pertains to invoices for insurance premiums charged for coverage provided by any of the Great American Pooled Insurance Companies which includes: Great American Alliance Insurance Company, Great American Assurance Company, Great American Contemporary Insurance Company, Great American E & S Insurance Company, Great American Fidelity Insurance Company, Great American Insurance Company, Great American Insurance Company of New York, Great American Protection Insurance Company, Great American Security Insurance Company, Great American Spirit Insurance Company and Worldwide Casualty Insurance Company.

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EQUINE MORTALITY DIVISION



Great American Insurance Equine Mortality
is at your service, and now at your fingertips!

Introducing the new Equine Insurance Mobile Apps
for iPhone®, iPad® and Android® from
Great American Insurance.

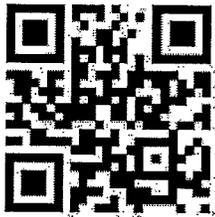
Download the Great American Equine Insurance
App from the iTunes® store to:

- Submit an Equine claim
- Pay your bill
- View policy documents
- Find a large animal vet
- Contact your agent



...and much more!

Download the App on your Android device:



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gaig.com/Insurance/Equine-Mortality

Your Great American Insurance Policy



Equine Mortality

GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **5** have been rated "A" or better by A.M. Best for over 100 years.

Only **2** are on both lists.

Great American Insurance Company is **1** of the two.

The numbers tell the story.



GreatAmericanInsuranceGroup.com

**GREAT AMERICAN INSURANCE GROUP®
PRIVACY NOTICE
AND
NOTICE OF INSURANCE INFORMATION PRACTICES**

Great American Insurance Company
Great American Alliance Insurance Company
Great American Assurance Company
Great American Casualty Insurance Company
Great American Contemporary Insurance Company
Great American E & S Insurance Company
Great American Fidelity Insurance Company
Great American Insurance Company of New York
Great American Lloyd's Insurance Company
Great American Protection Insurance Company
Great American Security Insurance Company
Great American Spirit Insurance Company

American Empire Surplus Lines Insurance Company
American Empire Insurance Company
American Empire Underwriters, Inc.

Crop Managers Insurance Agency, Inc.
Dempsey & Siders Agency, Inc.
Eden Park Insurance Brokers, Inc.
Farmers Crop Insurance Alliance, Inc.
GAI Warranty Company
GAI Warranty Company of Florida
Great American Insurance Agency, Inc.
Great American Lloyd's, Inc.
Great American Professional Risk Insurance Services
High Seas Insurance Agencies
Premier Lease & Loan Services Insurance Agency, Inc.
Premier Lease & Loan Services of Canada, Inc.
Strategic Comp, L.L.C.
Strategic Comp Services, L.L.C.

The members of Great American Insurance Group ("Great American," including those companies listed in this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding nonpublic personal information (referred to as "data" in this notice) we receive about you. We want you to understand how we gather data about you and how we protect it. The terms of this Notice apply to those individuals who inquire about or obtain insurance from Great American primarily for personal, family or household purposes.

We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Great American.

Great American does not share your data except as allowed by law. As a result, you do not need to take any action under this Notice. If we change our practices in the future, we will advise you. If applicable, we will allow you to "opt-out" of certain sharing.

1. What kind of data is collected about you?

We get most of our data about you directly from you, such as your name, address, social security number, income level and certain other financial data. We collect data that you provide during the insurance application process and by other contact with you by mail and over the phone.

In some cases we may need additional data or may need to verify data you have given us. In those cases, we may obtain data from outside sources at our own expense. For instance, we may collect data from consumer reporting agencies such as credit worthiness and history or employment history. If you send a written request to the address below, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you become our customer, we may collect data related to our experiences and transactions with you. This could include data such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, we will retain data collected by a claims representative and police or fire reports.

We may also collect data about you from our affiliates regarding their transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related data, except as allowed or required by law.

Finally, we may collect data when you visit our website or when you email us. We do not sell this or any other data about you to anyone.

2. What do we do with data about you?

Data about you will be kept in our records. We may disclose data to issue and service policies and settle claims. Generally, we will not disclose data about you to any outside group without your prior authorization. However, we may, as allowed by law, share data that we collect as set forth below.

We may disclose data to your insurance agent.

We may disclose data to persons who represent you, including your attorney or trustee.

We may disclose data to adjusters, appraisers, auditors, investigators and attorneys.

We may disclose data to those who need the data to perform a business, professional or insurance function for us.

We may disclose data to other insurance companies, agents or consumer reporting agencies, in

connection with any insurance application, policy or claim involving you.

We may disclose data to medical providers to inform you of a medical condition of which you may not be aware and for claims payment purposes.

We may disclose data to others that conduct research, provided that no individual data may be identified in any research study report.

We may disclose data, other than health data, to others that perform marketing services on our behalf.

We may disclose data to our affiliated companies to market products to you and for other purposes. The law does not allow you to restrict this sharing.

We may disclose data to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We will only disclose your health data in the following ways:

as allowed or required by law;

with your written consent;

to underwrite or administer your policy, claim or account; or

in a manner as previously disclosed to you by us when we collect your health data.

When we disclose your data to third parties for certain purposes described above, we will require them to use your data only for its intended purpose.

3. Who has access to your data?

The only people who have access to your data are those who need it to provide or support the provision of products or services to you. We use a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your data. We have educated our employees about this Notice and the importance of customer privacy.

4. How can you review recorded data about you?

You have the right to access and inspect most of the data that we collect about you. To access your data please send a written request to the address below stating that you would like to access your data. Either you or your personal representative must sign this request and provide a copy of your driver's license or other valid photo identification. You also have the right to request that we correct any data that you believe is incorrect. To amend your data, please send us a written request, at the address below, stating what data you believe needs correcting. Once again, either you or your personal representative must sign this request. If you submit a request to amend your data, we will investigate. If we agree, we will correct our records. Even if we do not correct the data, you have the right to file with us a written statement of dispute, which we will include, in any future disclosure of the data.

If you have any questions about our privacy policy, please write to us at:

GREAT AMERICAN INSURANCE COMPANY
301 E 4th Street
Cincinnati, Ohio 45202-4201
Attn: Compliance Office - Privacy

**IMPORTANT NOTICE
INDIANA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

This notice is to advise you that should any complaints arise regarding this insurance, you may contact Great American Insurance Companies at the following address:

Great American Insurance Group
Administrative Offices
301 East 4th Street
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-972-3008

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

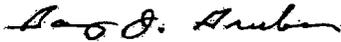
Complaints can be filed electronically at www.in.gov/idoi

ATTACH THIS NOTICE TO YOUR POLICY

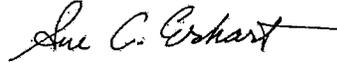
This notice is for information only and does not become a part or condition of the attached document.

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.



PRESIDENT



SECRETARY

IL 73 24 (Ed. 08 12)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)

Policy No. AMP E269955 00 00
 Renewal Of

**EQUINE MORTALITY BROAD FORM
 DECLARATIONS PART B**

NAMED INSURED AND ADDRESS Julie Greenbank 1900 Schenk Road Evansville, IN 47720			POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at the left. From 09/28/2017 To 09/28/2018	
Amount	\$	500,000	AGENT'S NAME AND ADDRESS: Independent Equine Agents 10234 Shelbyville Road Suite 2A Louisville, KY 40223	
Rate	%	2.85		
Premium	\$	14,725.00		
Minimum Premium	\$	200.00		
Surcharge/Taxes	\$	0.00		

Insurance is afforded by the Company named below, a Capital Stock Corporation:

Great American Assurance Company

SCHEDULE

Limit of Liability and Description of Horse

Item No.	Name	Breed	Age	Sex	Specified Use	Rate	Amount of Insurance
001	AWESOME AT THIS Major Medical \$475.00 Free Colic Surgery - Specified Animal	AS	2014	G	SH	2.85%	500,000 10,000

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made a part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule EQU 88 01 (07/09).

Agent Signature

Date

EQUINE MORTALITY - BROAD FORM

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EQUINE MORTALITY - BROAD FORM

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

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

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

I. INSURING AGREEMENT

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

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

II. COVERED CAUSES OF LOSS

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

A. Mortality

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

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

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

- a. an accident, injury, lameness condition or lameness injury, or physical disability that is first sustained or that first occurs, or an illness or disease that is first contracted or that first occurs, during the "policy period," and further provided that such accident, injury, lameness condition or lameness injury, physical disability, illness or disease is reported to us within the "policy period;" or
- b. a surgical operation of one of the following three kinds, performed during the "policy period:"
 - (1) Surgery performed by a "qualified veterinarian" who certifies that the surgery is both:
 - (a) necessitated solely by either an accident, injury, lameness condition or lameness injury or physical disability that is first sustained or that first occurs, or an illness or disease that is first contracted or that first occurs, during the "policy period;" and
 - (b) performed in an emergency attempt to save the "horse's" life; or

(2) Surgery performed by a "qualified veterinarian" that is either:

- (a) to repair or remove a bone-chip; or
- (b) periosteal stripping surgery; or
- (c) screw fixation surgery; or
- (d) roarer or tie-back or laryngeal hemiplegia surgery; or
- (e) surgery to repair or remove osteochondrosis (OCD) lesions; or
- (f) check ligament desmotomy or annular ligament clipping; or
- (g) surgery to repair an umbilical hernia; or

(3) Surgery not described in **II.A.2.b.(1)** or **(2)**, above, but only if you provide us with notice of the proposed surgery at least seven (7) days in advance of its performance and we agree by written endorsement to cover death or "authorized humane destruction" resulting directly from that surgery in exchange for an additional premium.

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

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

B. Theft

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

1. during the twelve (12) months immediately before the beginning of the "policy period:"
 - a. no threat was made against you or any "horse" owned, in whole or in part, by you; and
 - b. there was no attempted "theft" of any "horse" owned, in whole or in part, by you; and
2. you immediately report any disappearance of a "horse" to us and to law enforcement, and you follow law enforcement's instructions; and
3. notwithstanding **2.**, above, you do not pay, or agree or promise to pay, any ransom or give any assurance of such a nature to any third party; and
4. the "horse" is not recovered within ninety (90) days from the date you advise us of its disappearance.

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

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

C. Wobbler Syndrome

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

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

provided that:

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

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

III. PAYMENT OF LOSS

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

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

- A. entered into a claiming, selling or combination race and the lowest amount for which your "ownership interest" in that "horse" could be claimed or sold in that race is less than the "agreed value" of your "ownership interest" in

that "horse" as specified in the Limit of Liability section of the Declarations, the "agreed value" for that "horse" will be automatically reduced, effective as of the time and date of the race and through the remainder of the "policy period" and any extension of coverage pursuant to paragraph II.A.2. and II.C.2. to the lowest amount for which your "ownership interest" in that "horse" could have been claimed or sold in that race; or

- B. castrated or spayed, we reserve the right to review and reduce the "agreed value" of your "ownership interest" in that "horse" as specified in the Limit of Liability section of the Declarations applicable to that "horse."

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

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

IV. EXCLUSIONS

- A. Regardless of any other cause or event that contributes concurrently or in any sequence to the loss of a "horse," this insurance does not cover any loss of a "horse" that, directly or indirectly, is caused by, results from, arises out of or is contributed to by any of the following:
1. Any accident, injury, lameness condition or lameness injury or physical disability that was sustained by or occurred to, or any illness or disease that was contracted by or occurred to, the "horse" before the beginning of the "policy period" of this policy.
 2. Any dishonest, fraudulent, criminal, intentional, or malicious act or omission committed to, on, or against a "horse" by:
 - a. you or any co-owner of that "horse;" or
 - b. any employee, agent, veterinarian, bailee, or family member of a person or organization described in 2.a.; or
 - c. any other person or organization having care, custody, or control of the "horse."
 3. The intentional destruction, slaughter, or killing of a "horse," whether by or under the order of any federal, state, or local government, public body, or local authority, or by any person or body having or claiming jurisdiction over the matter. This exclusion, however, does not apply:
 - a. to the death of a "horse" by "authorized humane destruction" resulting directly from any one or more of the Covered Causes of Loss described in Section II. of this policy; or
 - b. if the "horse" is destroyed while on board an aircraft, and such destruction is carried out by or on the order of the responsible authority at the time and later confirmed by a sworn statement by that authority that in his opinion:
 - (1) the "horse" became so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or other cargo; and
 - (2) the aircraft was not carrying any other stock to which the "horse" had a natural antipathy.
 4. The giving of any "medication" to the "horse." This exclusion, however, does not apply if:
 - a. the "medication" was given by either (i) a "qualified veterinarian" or (ii) experienced personnel directed by a "qualified veterinarian" to give the "medication;" and

- b. that "qualified veterinarian" certifies that the giving of the "medication" was either (i) for a preventative purpose or (ii) necessitated by an accident, injury, lameness condition or lameness injury or physical disability that was sustained, or an illness or disease that was contracted, during the "policy period."
5. Any voluntary parting with, possession of, or title to a "horse," or with an "ownership interest" in a "horse," as a result of any fraud, trickery, or false pretense.
6. Any nuclear fission, fusion, reaction or radiation, or radioactive contamination.
7. Any confiscation, nationalization or requisition by or under the order of any federal, state, or local government, public body or local authority, or any person or body having or claiming jurisdiction over the matter.
8. Any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike, or civil commotion.
9. Any mysterious or unexplained disappearance or escape of a "horse."

V. WHO IS AN INSURED

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

VI. CONDITIONS PRECEDENT

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

A. Health Of Covered "Horses"

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

This condition precedent also applies to:

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

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

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

B. Coverage Territory

Unless otherwise provided in a written endorsement to this policy, it is a condition precedent of any liability by us under this policy that at all times during the entire "policy period" and during any extensions of coverage each

"horse" remains within the Continental United States of America and Canada, including during transits therein and between.

C. Proper Use

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

D. Proper Care And Attention

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

E. Insurable Interest

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

F. Your Duties In The Event Of Accident, Injury, Illness, Lameness Condition Or Lameness Injury, Disease, Or Physical Disability

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

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

G. Your Duties In The Event Of A Covered Cause Of Loss

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

1. Give immediate notice to us of the occurrence of the Covered Cause of Loss. Such notice should be given by telephone to us at our **24 HOUR EQUINE OPERATIONS CALL NUMBER: 1-800-331-0211**;
2. In the event of the death or "authorized humane destruction" of a "horse," arrange for a "qualified veterinarian" to conduct a "necropsy" at no expense to the Company. However, we reserve the right to have a "necropsy" conducted by a "qualified veterinarian" we select, at our own expense;

3. In the event of the death or "authorized humane destruction" of a "horse," send us the death certificate and the "necropsy" report;
4. File with us a detailed, sworn proof of loss within sixty (60) days after the death, "authorized humane destruction" or diagnosis of "Wobbler Syndrome" of a "horse," and within ninety (90) days after the "theft" of a "horse;" and
5. Assist and cooperate with us and our representatives in the adjustment and investigation of any claim or potential claim by:
 - a. providing us and our representatives with access to any person(s), information, records and documents we may require; and
 - b. submitting and, so far as is within your power causing other persons to submit, to examinations under oath if required by us.

H. Notice

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

VII. OTHER CONDITIONS

A. Other Insurance

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

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

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

B. Premium

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

C. Cancellation

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

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

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

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

D. Subrogation Rights

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

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

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

E. Concealment, Misrepresentation, Or Fraud

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

F. Suit Against The Company

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

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

G. Disposal

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

H. Assignment

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

loss under this policy or any endorsement to this policy will be rendered null and void and we will be released from all liability if you purport or attempt to assign or transfer any of your rights or duties under this policy without our written consent.

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

I. Conformance To Statute

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

VIII. DEFINITIONS

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FREE COLIC SURGERY ENDORSEMENT

This endorsement modifies the insurance provided under your **EQUINE MORTALITY - BROAD FORM** policy, by adding the following separate Additional Coverage:

I. ADDITIONAL COVERAGE - FREE COLIC SURGERY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this endorsement is attached, and subject also to the additional terms, provisions, conditions, limitations, and exclusions of this endorsement, we will pay you "reasonable and customary veterinary fees" incurred for "colic surgery" provided to your "horse" by a "qualified veterinarian":

- A. From the effective date of this endorsement to the end of the "policy period"; or
- B. Within 120 days immediately after the end of the "policy period" if the "policy period" is 365 days or longer; but in no event longer than the "policy period" as defined in the **EQUINE MORTALITY - BROAD FORM** policy to which this is attached,

Provided that the "colic surgery" is necessitated by an incident of "colic" to a "horse", that is first sustained, or that first occurs, during the period in which this endorsement is in effect and reported to us during that period.

II. ADDITIONAL PREMIUM - THIS COVERAGE IS FREE

III. AGGREGATE LIMIT OF INSURANCE

The maximum we will pay under this endorsement, for the total sum of any and all "reasonable and customary veterinary fees" incurred for "colic surgery" provided to any one "horse" is \$3,500 in the aggregate. Our payment of a claim or loss under this endorsement will not reduce any other limit of insurance afforded by any other part of the Policy to which this endorsement is attached or afforded by any other endorsement.

IV. OTHER INSURANCE

The coverage for "colic surgery" is primary of any other collectible insurance.

V. OWNERSHIP CLAUSE

If you have partial ownership in the covered animal, we will pay only the portion of any covered expense as it directly relates to your percentage of ownership interest in the animal, subject to the limit of liability. For example: if you own 50% of a covered animal, the maximum benefit available under this endorsement is 50% of the above noted Aggregate Limit of Insurance.

VI. ADDITIONAL EXCLUSIONS

The Additional Coverage provided by this endorsement does not apply to any of the following:

- A. Any "horse" with a previous incident of "colic" or other gastrointestinal disorder, unless such history was fully and accurately disclosed to and accepted by us prior to the effective date of this endorsement.

- B. Any "colic surgery":
1. For or relating in any manner to any condition other than "colic"; or
 2. Provided by someone other than a "qualified veterinarian"; or
 3. Rendered to treat any "colic" that is related in any manner to any malicious or intentional act, poisoning, or gross negligence, whether or not caused by you; or
 4. For any "horse" under thirty (30) days or over twenty (20) years of age at the effective date of this endorsement.
- C. Any expenses for a necropsy, "authorized humane destruction", any other intentional destruction of a "horse", disposal of a deceased "horse", veterinarian call charges, veterinarian travel, or "horse" transport fees.
- D. Any hospitalization or boarding charge from any facility that is neither an accredited school of veterinary medicine nor a licensed veterinary clinic.
- E. Any fee or expense that is charged, paid, or incurred for preparation of any report required by Additional Condition precedent V.B., below.
- F. Any "horse" covered under the **EQUINE MORTALITY - SPECIFIED PERILS FORM**.

VII. ADDITIONAL CONDITIONS PRECEDENT: YOUR DUTIES IN THE EVENT OF A CLAIM

Section VI. **CONDITIONS PRECEDENT** of the **EQUINE MORTALITY - BROAD FORM** policy is amended by adding the following Additional Conditions precedent which apply to only the Additional Coverage afforded by this endorsement. It is a condition precedent to any insurance afforded under Additional Coverage - Colic Surgery:

- A. That you give to us immediate notice of any "colic" of the "horse": Such notice should be given by telephone to us at our **24 HOUR EQUINE OPERATIONS CALL NUMBER: 1-800-331-0211**, and must include (a) a description of the event and (b) the name and contact information of each "qualified veterinarian" providing "colic surgery" to the "horse".
- B. That, within sixty (60) days of any "colic surgery" that is the subject of a claim under this Additional Coverage, you submit to us a written report signed by the "qualified veterinarian" of the "horse" describing the "colic surgery" and the "horse's" diagnosis and condition. No charge or expense paid or incurred in connection with the preparation of such a report is covered under this endorsement. Any and all such charges and expenses are your responsibility.
- C. That, within sixty (60) days of any "colic surgery" that is the subject of a claim under this Additional Coverage, you also submit to us complete copies of all bills or invoices for such "colic surgery".
- D. That you assist and cooperate with us and our representative in the adjustment and investigation of any claim or potential claim under this Additional Coverage. Such cooperation must include, but is not limited to, providing us and our representatives with access to any person(s), information, records and documents we may require.

Any breach of any one or more applicable conditions precedent in respect of that "horse", loss, or claim, will invalidate coverage under this Additional Coverage in respect to that "horse", loss, or claim and will release us from all liability in respect to that "horse", loss, or claim.

VIII. ADDITIONAL DEFINITIONS

The following definitions are added to **VIII. DEFINITIONS** of the **EQUINE MORTALITY - BROAD FORM** policy:

- A. **“Colic”** means acute abdominal pain caused by spasm, obstructions, twisting, entrapment, impaction, or lack of motility.
- B. **“Reasonable and customary veterinary fees”** means reasonable fees for a necessary veterinary service or product, within the range of the usual fees for the same or similar service or product charged by most veterinarians within the community where the service or product is supplied.
- C. **“Colic Surgery”** means any surgically invasive corrective procedure performed to a “horse” under general anesthesia by a “qualified veterinarian” to treat acute abdominal pain to which this Additional Coverage - Free Colic Surgery applies.

All other terms, provisions, conditions, limitations, and exclusions of the **EQUINE MORTALITY - BROAD FORM** policy remain unchanged.

PLEASE NOTE

IMMEDIATE NOTICE OF ANY OCCURRENCE WHICH COULD RESULT IN A CLAIM INVOLVING ANY ANIMAL INSURED UNDER THIS POLICY MUST BE GIVEN BY YOU, YOUR REPRESENTATIVE, OR OTHER PERSONS WHO HAVE CARE, CUSTODY AND CONTROL OF SUCH ANIMAL.

NOTICE IS TO BE GIVEN TO GREAT AMERICAN INSURANCE - EQUINE OPERATIONS CALL 24 HOURS 1-800-331-0211. PLEASE ADVISE POLICY NUMBER, NAME OF INSURED, AND ANIMAL INVOLVED, ALSO INCLUDE A TELEPHONE NUMBER TO CONTACT WHERE THE ANIMAL IS LOCATED.

GENERAL CONDITION 6 OF THE POLICY STIPULATES THE REQUIREMENTS FOR TREATMENT OF SICKNESS OR INJURY TO AN INSURED ANIMAL. THESE STIPULATIONS MUST BE ADHERED TO IMMEDIATELY WHEN THE CONDITION OR INJURY IS OBSERVED OR KNOWN.

IT IS ESSENTIAL TO CONFORM TO ALL THE ABOVE REQUIREMENTS SINCE FAILURE TO DO SO WILL INVALIDATE ANY CLAIM UNDER THIS POLICY.

AGR 246C (Ed. 01/00) XS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

\$10,000 MAJOR MEDICAL ENDORSEMENT

This endorsement modifies the insurance provided under your **EQUINE MORTALITY - BROAD FORM** policy by adding the following separate Additional Coverage.

I. ADDITIONAL COVERAGE - MAJOR MEDICAL

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this endorsement is attached, and subject also to the additional terms, provisions, conditions, limitations, and exclusions of this endorsement, and in consideration of the additional premium you pay to us, we will pay you "reasonable and customary veterinary fees" incurred for "surgical or medical treatment" or diagnostic testing provided to your "horse" by a "qualified veterinarian":

- A. from the effective date of this endorsement to the end of the "policy period"; or
- B. within 120 days immediately after the end of the "policy period" if the "policy period" is 365 days or longer, but in no event longer than the "policy period" as defined in the **EQUINE MORTALITY - BROAD FORM** policy to which this endorsement is attached,

provided that the "surgical or medical treatment" or diagnostic testing is necessary for that "horse" because of any accident, illness, disease, injury, lameness condition or lameness injury, or physical disability, that is first sustained, first occurs or first manifests itself from the effective date of this endorsement to the end of the "policy period".

II. ADDITIONAL PREMIUM

There is an additional premium of \$475 for each "horse" to which this Additional Coverage applies. If we pay any claim or loss under this Additional Coverage, the entire \$475 additional premium for that "horse" is deemed fully earned and is immediately due and payable.

III. AGGREGATE LIMIT OF INSURANCE

The maximum we will pay under this endorsement, for the sum of all "reasonable and customary veterinary fees" incurred in respect of any one "horse," is \$10,000 in the aggregate. Our payment of a claim or loss under this endorsement will not reduce any other limit of insurance afforded by any other part of the Policy to which this endorsement is attached or afforded by any other endorsement.

IV. DEDUCTIBLE

Each payment we make pursuant to this endorsement is also subject to a deductible of \$500. This deductible amount applies separately to each separate, unrelated, non-recurring accident or incident of injury, lameness condition or lameness injury, disease, illness, or physical disability, of or to each "horse."

V. CO-PAYMENT

Any payment we make for "reasonable and customary veterinary fees" will be subject to a co-payment by you of twenty (20) percent of those "reasonable and customary veterinary fees." Once the deductible described in IV. above has been satisfied, we will pay the remaining eighty (80) percent of such "reasonable and customary veterinary fees," subject to the \$10,000 aggregate limit of our liability for each "horse" as described above.

ADDITIONAL TERMS AND LIMITATIONS FOR GASTRIC ULCER, SHOCKWAVE THERAPY TREATMENT AND REGENERATIVE THERAPEUTIC TREATMENT

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of this endorsement, including but not limited to the Additional Premium, Aggregate Limit of Insurance, Co-payment and Deductible provisions as set forth above, we will pay you "reasonable and customary veterinary fees" under this endorsement for gastric ulcer treatment, shockwave therapy, and regenerative therapeutic treatment which are subject to the following limitations:

- A. We will pay for gastric ulcer treatment provided to a "horse" by a "qualified veterinarian," but only if a diagnostic endoscopy has first been performed on that "horse" by a "qualified veterinarian" and has confirmed the presence of gastric ulcers; medication and related treatment not to exceed \$2,500.
- B. We will pay you for shockwave therapy provided to a "horse" by a "qualified veterinarian," but only up to a maximum amount of \$1,200 for each separate, unrelated, and non-recurring incident of injury, lameness condition or lameness injury, disease, illness, or physical disability of or to any one "horse."
- C. We will pay you for regenerative therapeutics, including but not limited to PRP, IRAP, stem cell therapy provided to a "horse" by a "qualified veterinarian," but only up to a maximum amount of \$3,000 for each separate, unrelated, and non-recurring incident of injury, lameness condition or lameness injury, disease, illness or physical disability of or to any one "horse."

VI. ADDITIONAL EXCLUSIONS

The Additional Coverage provided by this endorsement does not apply to any of the following:

- A. Any "surgical or medical treatment" or diagnostic testing for or relating in any manner to:
 - 1. any accident, injury, lameness condition or lameness injury, or physical disability that is first sustained, first occurs or first manifests itself prior to the effective date of this endorsement; or
 - 2. any illness or disease that is first contracted, first occurs, or first manifests itself prior to the effective date of this endorsement.
- B. Any "surgical or medical treatment" or diagnostic testing:
 - 1. for or relating in any manner to any flexural or angular limb deformity (regardless of its cause or origin, and whether or not evident prior to the effective date of this endorsement), including, but not limited to, club foot, valgus or varus deformities, bucked shins, knock knees, and contracted tendons; or
 - 2. for or relating in any manner to any congenital defect (whether or not evident prior to the effective date of this endorsement), including, but not limited to, umbilical or scrotal hernia, cryptorchidism, hyperkalemic periodic paralysis, hereditary equine regional dermal asthenia, and severe combined immune deficiency syndrome; or

3. for or relating in any manner to any complication of or arising from the treatment of any accident, disease, injury, lameness condition or lameness injury, illness, or physical disability otherwise excluded from this Additional Coverage; or
 4. normally provided as part of the care or maintenance of a healthy "horse," or provided to a "horse" as routine maintenance or as a preventive or prophylactic measure; or
 5. provided by someone other than a "qualified veterinarian"; or
 6. for or relating in any manner to any malicious or intentional injury, poisoning, or gross negligence, whether or not caused by you; or
 7. for or relating in any manner to a "horse" being trained to race or used for racing; or
 8. for a "horse" under thirty (30) days or over twenty (20) years of age at the effective date of this endorsement.
- C. Any experimental, homeopathic, or performance-enhancing medication, procedure or treatment, chiropractic treatment, massage treatment, acupuncture, corrective or therapeutic shoeing, aqua-tread treatment, hyperbaric chamber treatment, laser therapy, whirlpool treatment, treadmill treatment, vibration therapy, electrical stimulation treatment or magnetic treatment, whether or not used in conjunction with any other treatment method or used separately.
- D. Any administration of any joint injection, synovial fluid stimulator, or synovial fluid replacer, whether or not used in conjunction with any other treatment method or used separately.
- E. Any elective or voluntary "surgical or medical treatment," including, but not limited to, castration, Caslick's operation, and cosmetic surgery.
- F. Any expense for a necropsy, "authorized humane destruction," any other intentional destruction of a "horse," disposal of a deceased "horse," veterinarian call charges, veterinarian travel, or "horse" transport fees.
- G. Any hospitalization or boarding charge from any facility that is neither an accredited school of veterinary medicine nor a licensed veterinary clinic.
- H. Any fee or expense that is charged, paid, or incurred for preparation of any report required by Additional Condition Precedent VIII. B., below.

VII. ADDITIONAL CONDITIONS PRECEDENT: YOUR DUTIES IN THE EVENT OF A CLAIM

Section VI. CONDITIONS PRECEDENT of the **EQUINE MORTALITY - BROAD FORM** policy is amended by adding the following additional conditions precedent which apply to only the Additional Coverage afforded by this endorsement. It is a condition precedent to any insurance afforded under Additional Coverage - Major Medical:

- A. that you give to us immediate notice of any accident, injury, lameness condition or lameness injury, physical disability, illness, or disease, for which a "horse" has received or is receiving "surgical and/or medical treatment" or diagnostic testing. Such notice should be given by telephone to us at our **24 Hour Equine Operations Call Number: 1-800-331-0211**, and must include (a) a description of the accident, injury, illness, lameness condition or lameness injury, physical disability, or disease, and (b) the name and contact information of each "qualified veterinarian" providing such treatment or testing;

- B. that within sixty (60) days of any "surgical or medical treatment" or diagnostic testing that is the subject of a claim under this Additional Coverage, you submit to us a written report signed by the "qualified veterinarian" who provided such treatment or testing, describing the "surgical or medical treatment" or diagnostic testing provided and the "horse's" diagnosis and condition. No charge or expense paid or incurred in connection with the preparation of such a report is covered under this endorsement. Any and all such charges and expenses are your responsibility;
- C. that, within sixty (60) days of any "surgical or medical treatment" or diagnostic testing that is the subject of a claim under this Additional Coverage, you also submit to us complete copies of all bills or invoices for such "surgical or medical treatment" or diagnostic testing; and
- D. that you assist and cooperate with us and our representatives in the adjustment and investigation of any claim or potential claim under this Additional Coverage. Such cooperation must include, but is not limited to, providing us and our representatives with access to any person(s), information, records, and documents we may require.

Any breach of any one or more applicable conditions precedent in respect of that "horse," loss, or claim, will invalidate coverage under this Additional Coverage in respect of that "horse," loss, or claim and will release us from all liability in respect of that "horse," loss, or claim.

VIII. ADDITIONAL DEFINITIONS

The following definitions are added to **VIII. DEFINITIONS** of the **EQUINE MORTALITY - BROAD FORM** policy:

- A. "Reasonable and customary veterinary fees" means reasonable fees for a necessary veterinary service or product, within the range of the usual fees for the same or similar service or product charged by most veterinarians within the community where the service or product is supplied.
- B. "Surgical or medical treatment" means medication, treatment, and surgical procedures provided to a "horse" by a "qualified veterinarian" as necessary treatment for an accident, illness, injury, lameness condition or lameness injury, physical disability, or disease, and to which this Additional Coverage - Major Medical applies.

All other terms, provisions, conditions, limitations and exclusions of the **EQUINE MORTALITY - BROAD FORM** policy remain unchanged.

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added * or Date Deleted	Form Description
1.	IL7268 09-09		In Witness Clause
2.	IL7324 08-12		Economic And Trade Sanctions Clause
3.	EQU1012 07-09		Equine Mortality Broad Form Declarations Part B
4.	EQU1013 07-09		Equine Mortality - Broad Form
5.	EQU1138 10-12		Free Colic Surgery Endorsement
6.	AGR246C 01-00		Please Note-Equine Adjusters, Inc.
7.	EQU1034 05-14		\$10,000 Major Medical Endorsement
8.	EQU1029 07-09		Guaranteed Renewal Endorsement

* If not at inception

EQU 1029
(Ed. 07 09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUARANTEED RENEWAL ENDORSEMENT

This endorsement modifies the insurance provided under your **EQUINE MORTALITY - BROAD FORM** policy, by adding the following separate Additional Coverage:

I. ADDITIONAL COVERAGE - GUARANTEED RENEWAL

Subject otherwise to all of the terms, provisions, conditions, limitations, and exclusions of the Policy to which this endorsement is attached, and subject also to the additional terms, provisions, conditions, limitations, and exclusions of this endorsement, we guarantee that, at the end of the "policy period" of the Policy, we will renew the insurance afforded for **Covered Cause of Loss A. Mortality** by section II.A.1. of the **EQUINE MORTALITY - BROAD FORM** policy, for up to, but not exceeding, an additional 365 days with respect to any "horse" that:

- A. is fifteen (15) years old or younger at the end of the "policy period"; and
- B. first sustains, contracts or manifests any accident, injury, lameness condition or lameness injury, physical disability, illness or disease from the effective date of this endorsement to the end of the policy period and that is reported to us during the "policy period."

II. CONDITIONS

The guarantee described above applies to a "horse" only if:

- A. you have, throughout the "policy period," immediately notified us of each accident, injury, lameness condition or lameness injury or physical disability sustained by that "horse," and of each illness or disease contracted by that "horse," in accordance with Condition Precedent F.2. of section VI. of the **EQUINE MORTALITY - BROAD FORM** policy; and
- B. you have furnished to us, before the end of the "policy period," any Renewal Application, Veterinary Certificate, and Declaration of Health which we may require in connection with renewing such coverage for that "horse"; and
- C. that "horse" has neither sustained any accident, injury, lameness condition or lameness injury or physical disability, nor contracted any illness or disease, which either:
 - 1. has not been fully disclosed to us in writing before or during the "policy period"; or
 - 2. pre-existed the beginning of the "policy period" of the Policy to which this endorsement is attached; and
- D. you promptly pay to us when due the premium we require to renew such insurance with respect to that "horse"; and
- E. you have otherwise complied with all of the terms and conditions of the Policy; and

F. throughout the "policy period," that "horse" has been continuously insured for **Covered Cause of Loss A. Mortality** under section II.A.1. of the **EQUINE MORTALITY - BROAD FORM** policy.

We will not, in connection with a guaranteed renewal pursuant to this endorsement, reduce the applicable "agreed value" shown in the Declarations for any "horse" to which such a renewal applies, unless:

G. you request us to do so; or

H. you sell, transfer, or otherwise reduce, all or any part of your "ownership interest" in that "horse," in which case we reserve the right to reduce the "agreed value" shown in the Declarations in proportion to the amount by which you have reduced your "ownership interest" in that "horse."

We may, in connection with a guaranteed renewal pursuant to this endorsement, increase the "agreed value" with respect to a "horse," but only if both you and we agree to do so, and only subject to such other terms as both you and we may agree. We may charge additional premium in connection with any such increase in "agreed value."

The premium we charge for a guaranteed renewal pursuant to this endorsement will not exceed our applicable premium rate in effect at the time of renewal, for a "horse" of the same age, sex, and use category, regardless of the health of the "horse" to which the renewal applies.

III. EXCLUSIONS

This endorsement does not apply to, and no guaranteed renewal is available for, any:

- A. "horse" if the Policy to which this endorsement is attached is cancelled by us at any time for nonpayment of premium;
- B. coverage, additional coverage, cause of loss, or endorsement, other than the insurance afforded for **Covered Cause of Loss A. Mortality** by section II.A.1. of the **EQUINE MORTALITY - BROAD FORM** policy;
- C. "horse" that sustained any accident, injury, lameness condition or lameness injury or physical disability, or that contracted any illness or disease, which either:
 - 1. was not fully disclosed to us in writing before or during the "policy period;" or
 - 2. pre-existed the beginning of the "policy period" of the Policy to which this endorsement is attached;
- D. "horse" that is sixteen (16) years of age or older at the end of the "policy period."

IV. AUTOMATIC TERMINATION

This endorsement automatically terminates as to all "horses," and thereafter has no force or effect as respects any "horse," immediately upon our cancellation of this Policy for nonpayment of premium.

Great American® at Your Service...

We would like to take this opportunity to thank you for placing your insurance with Great American. We are committed to providing you with excellent service and have established special phone lines to help you present claim inquiries and resolve conflicts.

CUSTOMER SERVICE I.D. CARD

Insured:
 Julie Greenbank

Policy No.:
 AMP E269955 00 00
Issue Date:
 09/28/2017

Service Contacts:
 Independent Equine Agents
 Emergency Claims (24 hours)

Phone No.:
 (800)346-8880
 (800)331-0211

Since your independent agent is your primary contact, we suggest that you attempt to contact the agency first. Should a loss occur after business hours, you may leave a message via our toll-free Emergency Claims phone line. An experienced Great American Claim Representative will contact you.

CUSTOMER SERVICE I.D. CARD

Insured:
 Julie Greenbank

Policy No.:
 AMP E269955 00 00
Issue Date:
 09/28/2017

Service Contacts:
 Independent Equine Agents
 Emergency Claims (24 hours)

Phone No.:
 (800)346-8880
 (800)331-0211

Call (800)331-0211 during business hours to present inquiries or obtain information.
 Call (800)331-0211 anytime to request emergency claims assistance.

The Great American customer service I.D. card attached will keep your agent's number, and our toll-free Emergency Claims number at your fingertips. Please carry it with you at all times so that you know whom to call in any situation. A card may be given to your trainer or farm manager.

CUSTOMER SERVICE I.D. CARD

Insured:
 Julie Greenbank

Policy No.:
 AMP E269955 00 00
Issue Date:
 09/28/2017

Service Contacts:
 Independent Equine Agents
 Emergency Claims (24 hours)

Phone No.:
 (800)346-8880
 (800)331-0211



1510 Newtown Pike Suite 200
Lexington KY 40511

GreatAmericanInsuranceGroup.com

Equine Division

September 20, 2018

Julie Greenbank
1900 Schenk Road
Evansville, IN 47720

**Via Certified Mail,
Confirming Regular U.S. Mail and Email**

Re: Policy #: AMP E269955 00
Animal: AWESOME AT THIS

Dear Ms. Greenbank:

We have received your application for renewal insurance and are agreeing to a short term renewal of the policy for a period of sixty (60) days from September 28, 2018 to November 27, 2018. As you know, our claims department has been investigating the circumstances surrounding the medical condition of your horse Awesome at This (a/k/a barn name Thomas). Based on our investigation to date, we will not agree to extend coverage beyond November 27, 2018. This should give you time to find replacement insurance before the expiration of the short-term renewal. We will send you a formal notice of non-renewal in a few days, and in a manner required by Indiana insurance statutes. Enclosed is a copy of your short term renewal declarations page and policy.

Your policy contains a Guaranteed Renewal Endorsement. The conditions for guaranteed renewal under the policy are, in part, as follows:

II. CONDITIONS

The guarantee described above applies to a "horse" only if:

- A. you have, throughout the "policy period," immediately notified us of each accident, injury, lameness condition or lameness injury or physical disability sustained by that "horse," and of each illness or disease contracted by that "horse," in accordance with Condition Precedent F.2. of section VI. of the EQUINE MORTALITY - BROAD FORM policy; and

It is our understanding that you first became aware of an illness or disease to Awesome At This that should have been reported to Great American on or about February 12, 2018 but was not reported until April 26, 2018.

As a result of your failure to provide immediate notice of Thomas' illness or disease from February 12, 2018 to April 26, 2018, the guaranteed renewal endorsement is no longer available.



1510 Newtown Pike Suite 200
Lexington KY 40511

GreatAmericanInsuranceGroup.com

Equine Division

As you may know, Indiana law requires us to provide forty-five (45) days' notice of any non-renewal. As a result, and to afford you the opportunity to find replacement coverage, we have elected to issue a short term policy from September 28, 2018 to November 27, 2018. We will not renew the policy beyond this period and suggest that you immediately begin work to find replacement coverage.

Finally, Great American continues to investigate your insurance claim under a complete reservation of our rights under the policy and applicable law. None of our actions, including our requests for documents, your Examination Under Oath, and the three additional Examinations should be considered or construed to be a waiver or estoppel of our rights under your policy with us or applicable law. Your rights are similarly reserved.

As always, if you have any questions please let us know.

Sincerely,

A handwritten signature in black ink that reads "Marlena Barcus" with a horizontal flourish at the end.

Marlena Barcus

Master Underwriting Analyst

**AGRICULTURAL INSURANCE COMPANY
EQUINE DIVISION**

NOTICE OF CANCELLATION OR NON-RENEWAL OF INSURANCE POLICY

TO ALL INSURED(S), MORTGAGEES, AND LOSS PAYEES
NAMED IN SAID POLICY: THIS IS A NOTICE OF:

DATE: 09/27/2018

POLICY NO.: AMP: E269955

- CANCELLATION OF INSURANCE POLICY
(Refer to Section A)
- NON-RENEWAL INSURANCE POLICY
(Refer to Section B)

EXPIRATION DATE: 11/27/2018

A. CANCELLATION: Said policy in its entirety, including any mortgagee or loss payable clause, is hereby cancelled as to all interests insured. The effective date of cancellation shall be 11/27/2018.

Excess (if any) of paid premium over the pro rata premium for the expired time will be refunded on demand, if not tendered herewith. Demand is hereby made for return of the policy, and for payment of earned premium of not already paid.

REASON FOR CANCELLATION. (This paragraph is applicable only if required by law.)

*** REASON FOR NON-RENEWAL**

Due to Loss History

NAMED INSURED(S)

Julie Greenbank
1900 Schenk Road
Evansville, IN 47720

NAME OF AGENT OR OFFICE ISSUING POLICY

Independent Equine Agents
10234 Shelbyville Road
Louisville, KY 40223

FIRST MORTGAGEE OR LOSS PAYEE

(if the named insured's property is eligible for coverage through a special placement facility, whereby property insurance which cannot be obtained in the normal insurance market is made available in this state, the procedures for obtaining such insurance is enclosed.)

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B. NON-RENEWAL. The insurer hereby gives notice to all interests insured that it does not intend to renew said policy and that said policy and all coverage thereunder will terminate on the policy's next anniversary date shown above: or, if such date is not shown above, then on said policy's expiration date shown above. If both such dates are shown above, termination is the next anniversary date, excess (if any) of said premium over the pro rata premium for the expired time will be refunded on demand, if not tendered herewith.

SECOND MORTGAGEE, LOSS PAYEE OR OTHER INTEREST
TO WHOM A COPY OF THIS NOTICE IS BEING SENT.

NOTE: The effective hour of cancellation or of non-renewal termination shall be At noon, Standard Time at location involved.

AGRICULTURAL INSURANCE COMPANY

By Dianne Meisner