

SECTION 4

SEMEN and/or EMBRYO and/or TANK COVERAGE – Broad Form

(Words and phrases that appear in quotation marks have special meaning. Refer to Special Definitions of this form and General Definitions of this policy. This coverage must be shown on the “Declaration Page” of “your” policy for it to apply.)

Indemnity Agreement

“We” insure “your” “Livestock”, Semen and/or Embryo(s) and Tank(s) shown on the “Declaration Page” for this coverage against direct physical loss including loss caused by the escape of liquid nitrogen from the tank in which the semen and/or embryos are stored, subject to the terms and conditions below.

Deductible:

Each occurrence of loss or damage shall be adjusted separately. When a deductible is shown on the “Declaration Page” for this coverage, this deductible amount shall be deducted from the amount of each adjusted claim.

Special Loss or Damage Not Insured:

“We” will not pay for:

- (a) loss or damage caused by electrical currents, other than lightning unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- (b) loss or damage sustained while the property insured is being worked upon and directly resulting therefrom unless fire or explosion ensues and then only for loss caused by such ensuing fire or explosion;
- (c) loss resulting from loss of market or loss of use;
- (d) vandalism or malicious acts caused by “you” or any of “your” tenants, employees or members of “your” household;
- (e) loss by wind or hail, unless the tank containing semen and embryos is contained in a fully enclosed building;
- (f) loss by theft while in or on any automobile or trailer unless the loss follows forcible entry (of which there must be visible evidence) into a fully enclosed body or luggage compartment, the doors and windows of which have been locked;
- (g) loss or shortage of any individual vials, doses or embryos disclosed upon taking inventory;
- (h) loss to any individual vials, doses or embryos while being placed in or removed from the tank containing semen and embryos;
- (i) loss to the tank containing semen and embryos resulting from gradual deterioration, wear and tear or corrosion.

Special Conditions:

- (a) “We” will not pay more than the amount insured bears to the “actual cash value” of the property insured under this coverage on the date of loss. This condition applies separately to semen, embryos and tanks containing semen and embryos.
- (b) Subject to the conditions of this coverage, the insured property is covered anywhere within the territorial limits of Canada and the continental United States of America.
- (c) It is warranted by “you” that the property insured under this coverage will be packed and unpacked by competent packers.
- (d) It is warranted by “you” that the liquid nitrogen tank containing semen and/or embryos is serviced and refilled within the normal working duration of the tank or indicated in the manufacturer's specifications.

ALL THE STATUTORY AND ADDITIONAL CONDITIONS, GENERAL DEFINITIONS AND GENERAL LOSS OR DAMAGE NOT INSURED ALSO APPLY TO THIS COVERAGE