

## **NON-OWNED LIVESTOCK LIABILITY**

Attached to and forming part of the Fam Liability Form

The Insurer agrees, subject to the statements contained in the Policy Declarations, to pay on behalf of the insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of the Insured's legal liability for physical injury causing death, or making total destruction necessary during the policy period to livestock not owned by the Insured which is in the care, custody and control of the Insured.

### **LIMITS OF LIABILITY**

The Insurer's limit of liability for loss:

- A) of any one animal shall not exceed the amount indicated per animal in the Declaration Page.;
- B) involving more than one animal in any one incident, shall not exceed the amount indicated per occurrence in the Declaration Page.

These limits of liability do not operate to increase the total limit of liability of the Form to which this endorsement is attached.

### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

As respects insurance afforded by this coverage, the Company shall:

- A) Defend any suit against an Insured alleging such bodily injury or property damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- B) Pay in addition to the applicable limits of liability:
  - (i) all expenses incurred by the Company, all costs taxed against an Insured in any such suit and any interest accruing after entry of judgement (or in those jurisdictions where interest accrues from the date of action, any interest accruing from such date) upon that part of the judgement which is within the limit(s) of the Company's liability;
  - (ii) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this coverage, but without any obligation to apply for or furnish any such bonds;
  - (iii) expenses incurred by an Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
  - (iv) all reasonable expenses, other than loss of earnings, incurred by an Insured at the Company's request.

### **DEDUCTIBLE**

When a deductible is indicated in the Declarations the Insurer shall be liable for loss only in excess of the amount of the deductible specified for any one occurrence.

### **EXCLUSIONS**

This Insurance does not apply to:

- (i) consequential or indirect damage;
- (ii) death, destruction, or injury caused by any veterinary work done by the Insured or by others at the direction of the Insured; or the failure to render professional services
- (iii) any loss for which the Insured or any of the Insured's employees is convicted by civil authorities of any offense relating to willful neglect or inhumane treatment of animals;
- (iv) any fines or penalties;
- (v) any failure by the Insured to meet any obligation with respect to training, breeding or development of animals, or failure to cause animals to gain weight or increase in value in any way;
- (vi) any livestock or other property owned or rented by any Insured or anyone regularly residing at the Insured's premises;
- (vii) any liability assumed by the Insured under contract, except liability which would attach in the absence of such contract.

### **PROVISION:**

Where the destruction of an animal or animals is made necessary, and for which the Insured is legally liable, this coverage will only provide indemnity if a licensed veterinarian certifies the need for destruction in advance.

All other terms and conditions of this Policy remain unchanged.