

LIVE ANIMALS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM

Schedule

Limits of Insurance:

Deductible:

A. COVERAGE

Notwithstanding subparagraph **b.** of paragraph, **2. Property Not Covered** of section **A. Coverage** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the following Live Animals Coverage is added to the Coverage Form:

We will pay for "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss listed in section **B.** below.

1. **Covered Property**, as used in this Coverage Form, means live animals owned by you or others while in your care, custody, or control wherever located within the states of the United States and Canada.
2. **Property Not Covered.** Covered Property does not include "livestock," poultry, fish or insects.

B. COVERED CAUSES OF LOSS

For the purposes of this endorsement only, the Covered Causes of Loss listed below shall supersede the provisions of the CAUSES OF LOSS – SPECIAL FORM.

1. We will pay for direct "loss" due to death or destruction caused by or resulting from, or made necessary by, any of the following:
 - a. fire or lightning;
 - b. windstorm or hail;
 - c. explosion;
 - d. riot or civil commotion;
 - e. vandalism;
 - f. contact with an aircraft or an object falling from an aircraft;
 - g. being struck by a vehicle or by an object propelled by contact with a vehicle;
 - h. smoke;
 - i. attack by another animal;

- j. flood, surface water tidal water, or tidal wave, water which backs up through sewers or drains;
 - k. earthquake, volcanic eruption, landslide or sinkhole collapse;
 - l. collapse of bridges or culverts, collision, upset or overturn of a vehicle in which the animal is being transported; or
 - m. drowning.
2. We will pay for direct "loss" by theft.

B. EXCLUSIONS

For the purposes of this endorsement only, the Exclusions listed below shall supersede the provisions of section **B. Exclusions** of the CAUSES OF LOSS – SPECIAL FORM.

1. We will not pay for a "loss" caused directly or in-directly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of animals by order of governmental authority.

b. Nuclear Hazard

- (1) any weapon employing atomic fission or fusion; or
- (2) nuclear reaction or radiation, or radio- active contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) war, including undeclared or civil war;
- (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

- a. Voluntary parting with any property by you or anyone entrusted with the animals if induced to do so by any fraudulent scheme, trick, device or false pretense;
- b. Unauthorized instructions to transfer animals to any person or to any place; or
- c. Escape, unless escape is due to a Covered Cause of Loss.
- d. Death of a covered animal from illness or disease.

C. LIMITS OF INSURANCE

The most we will pay for "loss" under this Live Animals Coverage is the applicable Limit of Insurance shown in the Schedule.

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D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Schedule under this Live Animals Coverage. We will then pay the amount of the adjusted "loss" in excess of the De-ductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

For purposes of this endorsement, all of the Conditions of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, COMMERCIAL PROPERTY CONDITIONS and COMMON POLICY CONDITIONS shall apply equally to this Live Animals Coverage, and the following Condition is added.

1. Valuation

The value of Covered Property will be the least of the following amounts:

- a.** the actual cash value at the time of the loss;
- b.** the cost of replacement with a substantially identical animal; or
- c.** the amount for which you are liable, if the property of another.

In the event of "loss," the value of the animal will be determined as of the time of "loss."

F. DEFINITIONS

For purposes of this endorsement, all of the Definitions of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and CAUSES OF LOSS – SPECIAL FORM shall apply equally to this Live Animal Coverage, and the following Definitions are added.

- 1.** "Livestock" means cattle, sheep, swine, goats, mules and donkeys.
- 2.** "Loss" means accidental loss.

All other terms and conditions of the policy remain the same.

Authorized Representative