

ELI-0010-1216

**NON-OWNED LIVESTOCK AGGREGATE LIMIT
NON-OWNED LIVESTOCK LIABILITY ENDORSEMENT**

Insuring Agreement

The Insurer agrees to pay on behalf of the **insured** those sums that the **insured** shall become legally obligated to pay as compensatory damages because of **property damage** to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided in this endorsement. This insurance applies only to the **insureds** legal liability for physical injury causing death, or making total destruction necessary of livestock while in the care, custody or control of the **insured**. This insurance applies only to **property damage** that occurs during the policy period. The **property damage** must be caused by an **occurrence**. The **occurrence** must take place in the coverage territory.

Limits of Insurance

The most the Insurer will pay for compensatory damages arising out of an **occurrence**, if the loss involves more than one animal, is the amount indicated in the **Declaration Page** as the Aggregate Limit for this endorsement. The most the Insurer will pay for compensatory damages for any one animal is limited to the amount indicated in the Declarations for Any One Animal.

These Limits of Insurance do not increase the total Limits of Insurance of the policy to which this endorsement is attached.

Provision

Where the destruction of livestock is made necessary and the **insured** is legally liable, this endorsement will only provide indemnity if a licensed veterinarian certifies the need for destruction in advance.

Deductible

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

Exclusions

This endorsement does not apply to:

1. **Property damage** expected or intended from the standpoint of the **insured**;
2. **Property damage** for which the **insured** is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the **insured** would have in the absence of the contract or agreement;
3. **Property damage** caused by any veterinary work done by the **insured** or by others at the direction of the **insured**;
4. **Property damage** which results from the willful neglect or inhumane treatment of livestock;
5. **Property damage** to livestock owned by any **insured** or anyone regularly residing at the **insured premises**.

These payments will not reduce the Limits of Insurance.

All other terms, limits and conditions of the policy to which this form attaches apply.