

PROPERTY SECTION

LIVESTOCK LEGAL LIABILITY FORM

The Terms and conditions of this form override and take the place of those of the Policy to which it is attached, wherever they conflict therewith; otherwise the Terms and Conditions of the Policy to remain in full force and effect.

1. PROPERTY INSURED:

The Insurer agrees to:

- a) pay to the Insured or the owner of the property stored with the Insured such amounts as the Insured shall become obligated to pay by reason of the legal liability imposed by law upon the Insured as a **professional pet groomer** for the direct physical loss of or damage to livestock property of others while stored with the Insured in the "building(s)" operated by the Insured at the "premises";
- b) defend in the name and on behalf of the Insured all claims or suits against the Insured (even if groundless, false or fraudulent) to recover damages or to establish legal liability for damage to or loss of livestock property (as set forth above);
- c) pay for expenses incurred by the Named Insured to capture escaped livestock property including costs to dispose of that escaped livestock property if it should be killed while loose, up to a maximum of \$1,000 (one thousand dollars).

It is expressly understood and agreed that the owner or owners of the property stored will be first reimbursed to the extent of their interest. However, if the owner of such livestock property has applicable primary coverage for loss of livestock property then such insurance is first loss insurance.

2. PERILS INSURED:

This Form insures against death or destruction, directly resulting from or made necessary by:

- (a) FIRE OR LIGHTNING;
- (b) EXPLOSION;
- (c) IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: The terms Aircraft and Spacecraft include articles dropped from them;
- (d) RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees;
- (e) SMOKE: The term Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace;
- (f) WINDSTORM OR HAIL;
- (g) THEFT: except as excluded below.

3. THIS FORM DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY :

- (a) to livestock property while in or being loaded on or off a transport or delivery vehicle at the location specified in the "Declarations Page";
- (b) arising out of any exhibition, activity, demonstration or event in which the livestock property is participating in;
- (c) (i) by any dishonest or criminal act on the part of the Insured, any other party of interest, agents of

the Insured, or any person to whom the property may be entrusted (except bailees for hire);

- (ii) by theft or attempted theft by employees of the Insured;
- (d) in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- (e) (i) by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, all as described in Clause 18 (i);
(ii) by contamination by radioactive material;
- (f) (i) by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up".

This exclusion does not apply:

- 1) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is directly caused by a peril not otherwise excluded in this form; or
- 2) to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (ii) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
- (g) in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

4. LIMIT OF LIABILITY:

The maximum limit of liability payable under this form shall be \$5,000 per any one occurrence subject to a maximum limit of \$1,000 for any one animal.

5. CONDITIONS:

- a) LOSS CLAUSE: Any loss hereunder shall not reduce the limit of liability under this form.
- b) DEDUCTIBLE CLAUSE: The Insurer is liable only for the amount by which the loss or damage caused

PROPERTY SECTION

by any of the perils insured under this form exceeds the sum as specified in the Declarations Page for this form.

- c) **VALUATION:** The Company shall not be liable beyond the actual cash value of the livestock property at the time any loss or damage occurs.

6. DEFINITIONS

- (a) **"Clean up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of pollutants, including testing which is integral to any of these processes.

- (b) **"Declarations Page"** means the Declarations Page applicable to this form.

- (c) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (d) **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.