



This endorsement changes the  
Liability Coverage provided by this policy  
**- PLEASE READ THIS CAREFULLY -**

This policy is amended to include the following **terms**. All other **terms** of the policy apply, except as amended by this endorsement.

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**DEFINITIONS**

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The following definition is added.

**Specified Causes of Loss** to cattle, swine or poultry loss --

1. **Specified Causes of Loss** to cattle, swine or poultry loss means: Death or destruction made necessary to non-owned cattle, swine or poultry that would not have occurred if not caused by the **insured**.

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**PRINCIPAL LIABILITY COVERAGES**

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The following Principal Liability Coverage is added.

1. Coverage L and Coverage M are extended to apply to **bodily injury** or **property damage** arising out of the custom feeding activities as listed on the **declarations**.
2. The following change is added under EXCLUSIONS THAT APPLY TO ALL COVERAGES - Coverage L and Coverage M. This change modifies the coverage provided:

This insurance does not apply to **bodily injury** to a fellow employee of the insured injured in the course of employment.

**CUSTOM FEEDING COVERAGE**

1. Insuring Agreement
  - a. **We** pay those sums that an **insured** becomes legally obligated to pay as **damages** due to the negligent death or necessary destruction of cattle, poultry,

or swine to which this insurance applies. **We** have the right and duty to defend the **insured** against a **suit** seeking **damages** which may be covered under this insurance.

However, **we** have no duty to defend the **insured** against a **suit** seeking **damages** arising out of injuries to which this insurance does not apply. Subject to all the **terms** of this insurance, **we** may choose to investigate an **occurrence** and settle any resulting claim or **suit**.

- b. The amount **we** will pay for **damages** is limited as described under How Much We Pay.
- c. **Our** right and duty to defend ceases when **we** have paid an amount equal to the Custom Feeding Each Occurrence **limit** as the result of judgments or settlements under this coverage.
- d. This insurance applies only to death or necessary destruction of cattle, poultry or swine:

**We** have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- 1) caused by an **occurrence** involving one or more **specified causes of animal loss** which takes place in the **coverage territory**;
- 2) which occurs during the policy period; and
- 3) which arises out of locations and operations described on the **declarations**.

- e. Physical injury, as provided under the Custom Feeding Coverage **terms** does not include any indirect or consequential damage that occurs at any time, such as losses due to delay, loss of market, loss of use, or loss of value.

## 2. Exclusions

This insurance does not apply to:

### a. death or destruction of animals:

- 1) due to unauthorized intentional destruction without **our** consent;
- 2) due to seizure or destruction under quarantine, court order, customs regulation, confiscation, order of governmental agency, contraband or illegal transportation or trade;
- 3) which is expected by, directed by, or intended by the **insured** except for mutually agreed upon destruction of animals; or
- 4) that is the result of any dishonest, intentional, fraudulent, criminal, or malicious acts, errors, or omissions committed by any **insured**, or any of the **insured's** partners, **employees**, directors, trustees, authorized representatives, or anyone else to whom **you** have entrusted the care of animals at the location and operations shown on the **declarations**.

This exclusion applies whether the act:

- a) was perpetrated alone or in collusion with others; or
  - b) occurred during or after the hours of employment.
- b) death or destruction of cattle, poultry, or swine **you** own, rent, lease, or borrow;

- c) death or destruction of cattle, poultry, or swine occurring during loading or unloading of such animals from a transport vehicle;
- d) death or destruction of cattle, poultry, or swine occurring during transit of such animals; or
- e) any loss, cost, or expense arising out of the destruction or disposal of cattle, poultry, or swine to which this insurance applies.

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## WHAT MUST BE DONE IN CASE OF LOSS

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With respect to the coverage provided by this endorsement, the following is added to item 4., Other Duties, under What Must Be Done In Case Of Loss.

1. **You** must give **us** immediate notice of any **occurrence** or demand which may give rise to a claim to which this insurance applies.
2. In the event of injury to an animal in **your** care, custody, or control to which this insurance applies, **you** must:
  - a. provide notification, including a description of the injury to **us** as soon as possible, but not later than 24 hours; and
  - b. at our cost, use every reasonable means, not exceeding the value of the animal or fish, to save the animal including but not limited to hiring a licensed veterinarian to provide care for such animals or fish.
3. If **you** decide to destroy an animal to which this insurance applies, **you** must:
  - a. provide notification to **us** prior to such destruction; and
  - b. at **your** cost have a licensed veterinarian document that the death of the animal was needed.

4. In the event of death to an animal in **your** care, custody, or control to which this insurance applies, **you** must:
  - a. provide notification to **us** as soon as possible, but not later than 24 hours;
  - b. at **our** cost, have a licensed veterinarian perform a necropsy on at least twenty percent of the animals lost within 48 hours to determine the cause of death and provide **us** with a written report; and
  - c. permit **us** to inspect the animal and any other records.

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### HOW MUCH WE PAY

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With respect to the coverage provided by this endorsement, the **terms** shown under How Much We Pay are deleted and replaced by the following.

1. The **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:
  - a. **insureds** under this Coverage Part;
  - b. animals that die or must be destroyed;  
or
  - c. claims made or **suits** brought.
2. The Custom Feeding Each Occurrence Limit, subject to the General Aggregate Limit and the Custom Feeding Aggregate Limit is the most **we** will pay due to all **damages** arising out of a single **occurrence** for death or destruction due to **specified causes of animal loss** arising out of operations described on the **declarations**.
3. Subject to the Custom Feeding Each Occurrence Limit and the General Aggregate Limit, the Custom Feeding Aggregate Limit shown on the **declarations** is the most **we** will pay for **damages** under Custom Feeding Coverage for death or

destruction due to **specified causes of animal loss** arising out of operations described on the **declarations**.

4. The Custom Feeding Aggregate Limit applies separately to each consecutive 12-month period beginning with the inception date of this Farm and Ranch policy shown on the **declarations**. The Custom Feeding Aggregate Limit also applies separately to any remaining policy period of less than 12 months, unless this Farm and Ranch policy has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

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### CONDITIONS

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With respect to the coverage provided by this endorsement, item 3. under Conditions is deleted and replaced by the following.

3. Insurance Under More Than One Policy
  - a. Insurance under this Custom Feeding Coverage is primary except as provided under item c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
  - b. If the other insurance is also primary, **we** will share in the loss as follows:
    - 1) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:
      - a) each insurer has paid its applicable **limit**; or
      - b) the full amount of the loss is paid;whichever comes first.

- 2) If the other insurance does not provide for contribution by equal shares, **we** will pay, up to **our limit**, no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.
- c. Insurance under this Custom Feeding Coverage is excess over any other insurance if the other insurance, whether primary, excess, contingent, or on any other basis, provides fire, extended coverage, inland marine coverage, mortality coverage, or similar coverage for cattle, poultry, or swine.
  - d. When this insurance is excess over any other insurance:
    - 1) **we** will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, **we** will do so.

However, **we** will be entitled to the **insured's** rights against all those other insurers.

- 2) **we** will pay **our** share of the amount of loss, if any, that exceeds the sum of:
  - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - b) the total of all deductibles and self-insured amounts required by such other insurance.

**We** will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the **limits** shown on the **declarations** of this Custom Feeding Coverage.