

LIVESTOCK COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section H.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

1. Insured Property

Insured Property means "livestock" that you:

- (a) Own; or
- (b) Have in your care, custody or control; that is on premises you own, rent, lease or occupy.

The Declarations will indicate whether the Insured Property is:

- (1) Scheduled "Livestock". Scheduled "livestock" will be specifically listed in the Declarations.
- (2) Unscheduled "Livestock". Unscheduled "livestock" will show the number of animals and an Amount of Insurance per Animal in the Declarations.

2. Insured Perils

This Coverage Form insures against death or destruction of "livestock" resulting from or made necessary by a named peril as shown below:

(a) Fire or Lightning

(b) **Explosion:** Except with respect to the explosion of natural, coal or manufactured gas, there will in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

- (i) (1) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
- (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
- (4) Smelt dissolving tanks;
- (ii) Other vessels and apparatus and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) Any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion will not apply to other insured property that has been damaged by such explosion;
- (v) Gas turbines;

The following are not explosions within the intent or meaning of this section:

- (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (2) Bursting or rupture caused by hydrostatic pressure or freezing;
- (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) **Impact by Aircraft, Spacecraft or Land Vehicle:** Aircraft and Spacecraft include articles dropped from them.

There shall in no event be any liability for cumulative damage or for loss or damage:

- (i) Caused by land vehicles belonging to you or under the control or any of your employees;
- (ii) To aircraft, spacecraft or land vehicles causing the loss;
- (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) **Riot, Vandalism or Malicious Acts:** Riot includes open assemblies of strikers inside or outside the premises who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage:

- (i) Due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
- (ii) Due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph (b) above;
- (iii) Due to theft or attempted theft.

(e) **Smoke** means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) **Leakage From "Fire Protective Equipment"** means:

- (i) The leakage or discharge of water or other substances from;
- (ii) The collapse of; or
- (iii) The rupture due to freezing of;



"fire protective equipment".

(g) Windstorm or Hail:

There shall be no liability for loss or damage:

- (i) To insured property inside a building unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

(h) Falling Objects: Falling objects does not include loss or damage insured property inside a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Attack by Wild Animal

(k) Attack by Dog unless such dog is owned by you, your employee or another person residing on the premises.

(l) Accidental Shooting or Mutilation means accidental shooting or mutilation by a person other than your employee or another person residing on the premises.

(m) Drowning includes breaking or falling through ice or stranding in mud.

(n) "Entrapment"

(o) Huddling, Piling, Smothering, Freezing or Stampeding. Huddling, piling, smothering, freezing or stampeding must be the immediate and direct result of a peril described in Paragraph **(a)**, **(b)**, **(c)**, **(d)** or **(e)** above that causes direct physical loss or damage to the building in which the "livestock" is confined.

(p) Blizzard, Snowstorm, Rainstorm or Sleet.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure death or destruction of:

- (a)** "Livestock" illegally acquired, kept, stored or transported;
- (b)** "Livestock" while in:
 - (i)** Public stockyards, sales barns or sales yards; or
 - (ii)** Packing plants or slaughter houses;
- (c)** Poultry in incubators or brooders;
- (d)** Horses while on the grounds of any public racetrack or while engaged in any competitive events; or
- (e)** Any "livestock" that have become non-functional for the purpose for which such "livestock" are kept.

2. Excluded Perils

SECTION I

We will not pay for death or destruction of "livestock" caused directly or indirectly by any of the following:

- (a)** Acute mastitis or milk fever;
- (b)** Disease, whether or not such disease is in any way caused by, contributed to or aggravated by an insured peril;
- (c)** Intentional destruction of any "livestock" without our prior approval;
- (d)** Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would otherwise be covered;
- (e)** Contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- (f)** 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; or
- (g)** Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But we will pay for direct loss or damage caused by resulting fire if the fire would be covered under this Coverage Form.

SECTION II

We will not pay for loss or damage caused by or resulting from:

- (a)** Delay, loss of use or loss of market or "market value".
- (b)** Parting with title or possession of any property.
- (c)**
 - (i)** Any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
 - (ii)** Theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
 - (iii)** Any dishonest or criminal act committed by anyone, except as stated in **(c) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

Exclusion **(c) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

Paragraphs **(c) (i)** and **(c) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

C. LIMITATIONS

- 1.** Death or destruction of "livestock" that happens more than 15 days after the occurrence of an insured peril is not insured.



D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance

This clause applies separately to each item for which a co-insurance percentage is specified on the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or \$5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will not pay more on any one head of "livestock" than the least of:

- (a) The "market value" of the "livestock" at the time of the loss; or
- (b) The amount of insurance applicable to the "livestock".

3. Minimum Livestock Clause

If the Declarations indicate that the Minimum Livestock Clause is included, this insurance only applies if 2 or more head of "livestock" are lost during any single occurrence. It is further agreed that the Amount of Insurance payable will not be reduced by the minimum requirement of 2 head of "livestock".

4. Special Condition

Where death or destruction results from or is made necessary by insured peril, you must immediately call a veterinarian to establish the cause of death. We will pay all reasonable expenses that you incur from hiring the veterinarian.

G. ADDITIONAL COVERAGES

1. Newly Acquired Livestock

If during the policy period you acquire additional property of a type already covered by this Coverage Form as Scheduled or Unscheduled "Livestock", we will cover such property for up to 30 days.

The most we will pay for loss or damage is the lesser of:

- (a) 25% of the total Amount of Insurance limit shown in the Declarations for that type of property;
- (b) \$5,000 per head; or
- (c) The "market value" of the "livestock".

You will report such property within 30 days from the date you acquire it and will pay any additional premium due. If you do not report such property, coverage will cease automatically when any of the following first occurs:

- (1) 30 days after the date you acquire the property;
- (2) The last day of the policy period;
- (3) This policy is terminated; or
- (4) The date we notify you that coverage will cease because we choose not to insure the property.

This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph 1. Coinsurance in **F. Additional Conditions** does not apply to this Additional Coverage.

2. Dead Livestock Removal

We will pay the cost of removing insured property that has died or been destroyed as a result of an insured peril. If the sum of the amount we pay for loss or damage to insured property and the cost of the dead "livestock" removal exceeds the Amount of Insurance shown in the Declarations, we will pay up to an additional 5% of such Amount of Insurance for the cost of dead "livestock" removal.

This Additional Coverage does not apply to any cost or expense arising out of the clean-up, removal, containment, treatment, detoxification, stabilization, neutralization, or remediation from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants"; or 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".

H. DEFINITIONS

1. "Entrapment" means the accidental and involuntary ensnaring or restraining of an animal which causes death or makes the animal's destruction necessary.

But "entrapment" does not mean:

- (a) The process of breeding, whether by natural or artificial means;
- (b) Birth or birthing;
- (c) Choking on objects, food or medicine; bloat; or suffocation of an animal in its own fluids;
- (d) Loss or damage that occurs while in transit or while being loaded or unloaded;

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (e) Being handled or forcibly restrained for care or treatment;
 - (f) Due to an animal having been split;
 - (g) Having contracted a disease or sickness prior to being entrapped;
 - (h) Huddling, piling, smothering, freezing or stampeding; or
 - (i) Casting, meaning the inability of an animal to get to its feet after having been down.
2. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
- (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - (b) Any watermains or appurtenances located outside of any premises and forming a part of the public water distribution system; or
 - (c) Any pond or reservoir in which the water is impounded by a dam.
3. **"Innocent Co-Insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
4. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose, including the production of meat, dairy products, eggs and clothing materials.
5. **"Marketing Board"** means an organization established by producers or governments to market specific commodities within their regions, including all commodity exchanges traded in Canadian dollars or converted to Canadian dollars.
6. **"Market Value"** means the price payable by the applicable "marketing board" for delivery of "livestock" of like grade and quality on the day that loss is payable, less all discounts and expenses not incurred to which the "livestock" would have been subject had no loss occurred.
7. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.