A Service of MISSOURI FARM BUREAU

FLEXGUARD INSURANCE POLICY



Farm Bureau New Horizons Insurance Company of Missouri

HOME OFFICE: 701 South Country Club Drive P.O. Box 658 Jefferson City, Missouri 65102 573-893-1400

FORM #NU-1356 (02/19)

FARM BUREAU NEW HORIZONS INSURANCE COMPANY OF MISSOURI NEW HORIZONS FLEXGUARD POLICY AND ENDORSEMENTS

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1	FARM BUREAU NEW HORIZONS INSURANCE COMPANY OF MISSOURI
2	FLEXGUARD INSURANCE POLICY
3 4	Form #NU-1356 (02/19)
5 6 7	GENERAL AGREEMENTS
8 9 10 11	This is a legal contract. This contract consists of the application and all representations therein, the Declaration Page(s), and all policy forms and endorsements listed on the Declaration Page(s). You have a duty to read this policy carefully.
13 14 15 16	The Declaration Page(s) identifies the Named Insured, property insured, amounts of insurance, the perils insured against and valuation methods which apply, the deductible(s), and any optional coverage or policy endorsements which apply.
17 18 19 20 21 22 23 24	 We, the Farm Bureau New Horizons Insurance Company of Missouri, agree to insure you according to the terms of this policy based: On your payment of premium for the coverages you chose; In reliance on information in your application; and Upon your compliance with all policy provisions. If any of these statements are untrue or materially inaccurate, we will not provide coverage under this policy.
25 26 27 28	No insurance is provided if the bank does not honor the check, electronic funds transfer, automatic bank draft, or any other method of payment, used to make your premium payment.
29 30 31 32	 You agree, by acceptance of this policy, that: 1. The information in your application is true regardless of who provided or wrote the information on the forms; 2. We insure you on the basis that the information in the
33	application is true:

- rmation in the
- 3. This policy contains all of the agreements between you and us or any of our agents and cannot be orally modified; and
- **You** have an insurable interest in the property.

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You agree to review the Declaration Page(s) each time you receive one, in order to make sure that:

- 1. All the coverages you requested are included in this policy, and
- 2. The limit of our liability for each of those coverages is the amount you requested.

DEFINED WORDS WHICH ARE USED IN SEVERAL PARTS OF THE POLICY

Throughout this policy, **you** and **your** mean the Named Insured shown on the Declaration Page(s). **We**, **our**, and **us** refer to Farm Bureau New Horizons Insurance Company of Missouri or **our** representatives. Defined words and terms will be printed in **BOLD TYPE** throughout the policy.

Blanket – means all farm personal property owned by you except individually identified property or property which is excluded.

Bodily injury – means physical harm to the body, and sickness, or non-communicable disease, including death, which results from physical harm to the body. **Bodily injury** does not include any sexually transmitted disease, or any mental injury, sickness or disease of the mind, mental anguish, or emotional distress unless such condition is diagnosed by a medical doctor and directly results from physical **bodily injury** to the individual on whose behalf the claim is made.

Business - means:

- Any full or part-time occupation, profession, or trade, including farming; however, business does not include farming if the Declaration Page(s) lists END HF00001-F001 - Farm Liability; or
- Any activity for which the person engaged in that activity reasonably expects to receive monetary compensation or gain including farming; however, business does not include farming if the Declaration Page(s) lists END HF00001-F001 - Farm Liability; or
- The use of any part of any premises as identified in 1. and 2. above; or
- 4. Any property rented or held for rental by any insured. However, when the dwelling is rented and used exclusively for residential purposes, it is not considered a business if the Declaration Page(s) identifies the dwelling as tenant occupied.

Business does not mean:

- 1. The occasional, non-repetitive sale of personal property at the residence premises;
- 2. A part-time activity, engaged in by any **insured**, if the individual engaged in that activity is under the age of twenty-one.

Custom Farming – means **farming** done by any **insured** for others in exchange for cash or commodity remuneration. **Custom Farming** does not include exchange labor.

Dwelling – means the house, duplex, apartment, condominium, townhouse, mobile home, manufactured home, or modular home identified on the Declaration Page(s).

Farming – means the ownership, maintenance, or use of the insured premises for the production of farm products. Farming includes operation of roadside stands where the main products sold are your own farm products.

Farm Employee - means any person who works for any insured whose duties are in connection with the farming of the insured premises. It does not include any insured or relative of any insured living on the insured premises, nor any employee while engaged in any business activity.

Farm Personal Property - means livestock, machinery, and grain and feed owned by you while being used for personal or farming purposes. It does not include any property which is attached to the land or any permanent structure except as provided for irrigation or GPS equipment under machinery coverage. A gator, mule, or other similar slow-moving utility-type vehicle or lawn or garden tractor used solely to service the residence premises is considered Coverage C Personal Property.

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Farm Products - means crops, livestock, eggs, bulk milk, nursery stock, vegetables and fruits raised or grown on the insured premises. It does not include any product which has been processed from its original form into another product.

Fungi or mold - means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi or mold. Under Section II this does not include any fungi or mold that are on, or are contained in, products or goods intended for consumption.

Grain and Feed - means:

- 1. Grain, including threshed, harvested or combined corn, wheat, grain sorghum, rice, soy beans, barley, oats, rye, sunflowers, grass seeds, cotton and cotton seed, and fruits and vegetables.
- Feed, including hay, straw, fodder, silage, ground feed, and 2. manufactured and processed stock food and food additives.

The following are covered only when individually identified: government loan or seal, grain or feed held for resale, grain or feed not owned by any insured, and other crops or plants.

Individually Identified - means farm personal property which is separately described on the Coverage E schedule on the Declaration Page(s). This includes machinery purchased by you as a replacement for an item listed on the schedule.

Insured – means **you** and the following residents of **your** household:

- Your relatives.
- 2. Any other person under the age of 21 who is in the legal care of the Named Insured.

If the Named Insured on the Declaration Page(s) is not a person, insured also means the person(s) listed as Designated Representative on the Declaration Page(s), their relatives, and any other person residing in their household under the age of 21 who is in their legal 131 care.

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If the Declaration Page(s) lists END HF00001-F001 – Farm Liability, insured also includes any Farm Employee while acting within the course and scope of employment in the named insured's farming operation.

If you die, the person having proper legal custody of covered property replaces you as the Named Insured. This applies only to insurance on covered property and legal liability arising out of that property. If you die, any person who is an **insured** continues to be an **insured** while residing on the **insured premises**.

Insured premises – means:

The described location:

If you own or rent the **dwelling** described on the Declaration Page(s), the **insured premises** are that **dwelling** and related real property at that location.

- For Coverage F Personal Liability and Coverage G Medical Payments Coverages only, insured premises also include:
 - (a) Other premises listed on the Declaration Page(s).
 - (b) The part of any residential premises you acquire or which is being built for your occupancy during the current policy period until the renewal date of the policy.
 - (c) Individual or family cemetery lots and burial vaults.
 - (d) The part of any residential premises not owned by you while you are temporarily residing there. This includes residences of you, your relatives, or the first person listed as Designated Representative on the Declarations Page(s) and their relatives, while attending school.
 - (e) Sidewalks, driveways, approaches, and access ways immediately adjoining the insured premises, excluding public roads, public lakes, streams, rivers, creeks or other public waterways.
 - (f) Vacant land (without dwelling or other structure[s]) provided **you** do not own more than 40 such acres.

If the Declaration Page(s) lists END HF00001-F001—Farm Liability, insured premises also includes:

- All premises you lease or rent for farming purposes when located in the State of Missouri. You must contact us to provide coverage for rented or leased land located outside the State of Missouri.
- 4. The part of any farming premises **you** acquire or which is being built for **your** farming operation during the current policy period until the renewal date of the policy.

Livestock - means,

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1. Cattle, swine, horses, sheep, mules, donkeys, and goats, and

Other animals, including poultry, only when such other animals are 2. individually identified.

Machinery - means:

- 1. Tractors, combines, corn pickers, cotton pickers, and similar self-propelled machinery and their attachments designed and principally used for farming purposes on the insured premises. GPS equipment and its components used in farming are considered machinery whether they are mobile, attached to machinery, self-standing, or attached to a tower or other structure. A tower or other structure is not considered machinery and if insured must be insured as an Other Structure.
- 2. Hay balers, mowers, rakes, forage harvesters, drills, seeders, wagons, and similar plows, disks, harrows, implements including portable augers, designed and principally used for farming purposes on any insured premises.
- 3. Irrigation equipment and all its components to include all pumping and necessary electrical equipment, whether mobile, free standing, or attached to the land or any permanent structure. Machinery does not mean wells, well casings, seals, collars, joints, couplings, or other parts used with well casings.
- 4. Farm chemicals, including herbicides, pesticides, fungicides, and fertilizers.
- 5. Farm records and supplies, including gas, diesel fuel, oils, and lubricants.
- Other miscellaneous farm equipment, including tools, saddles 6. and tack, machines, and supplies.
- 7. Other machinery and equipment designed for business use while used in farming, but only when individually identified.
- 8. Portable structures, including portable feeders, fencing materials, and portable corrals.
- 9. Building materials for use in farming.

Market value – means the price which the property in question would bring when offered for sale by one willing but not obliged to sell it, and when bought by one willing or desirous to purchase it but who is not compelled to do so.

Motor vehicle - means:

- 1. A motorized land vehicle designed for travel on public roads.
- 2. A motorized land vehicle subject to registration.
- 3. A trailer or semi-trailer designed for travel on public roads.
- 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper, home, or utility trailer not being towed or carried on a vehicle included in (1.) or (2.) is not a motor vehicle. A utility

- trailer is any trailer that may be used for more than one use.
- A motorized golf cart, snowmobile, or other motorized land vehicle owned or used by any insured and designed for recreational use off public roads, while off an insured premises.
 A golf cart while used by you for golfing purposes is not a motor vehicle.
- A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy, moped, motor scooter, mini-bike, utility bike, pocket rocket, or all-terrain vehicle owned or used by any insured while off an insured premises.
- A motorized mini-truck, mini-car, mini-utility vehicle or similar vehicle, whose operation or use is prohibited on public roads in the United States, while operated or used by any insured off an insured premises.
- 8. Any vehicle while being towed by or carried on a **motor vehicle** or farm **machinery**, included in (1.), (2.), (3.), (4.), (5.), (6.) or (7.).

Regarding Coverage E only, a wagon with a pivotal front axle or tongue assembly is not considered a **motor vehicle**.

Occurrence – means an unintended accident, including continuous or repeated exposure to substantially the same general harmful conditions, that happens abruptly, which causes **bodily injury** or **property damage** during the coverage period. All such exposure to substantially the same general conditions will be considered as arising out of one **occurrence**.

- **Property damage** means physical injury to or physical destruction of tangible property, including the loss of its use.
- **Relative** means a person related by blood, marriage or adoption who is primarily a resident of your household. This includes a ward or foster child. It includes an unmarried and unemancipated child away at school under the age of 25.
- Residence employee means an employee of the Named Insured whose duties are connected to the maintenance of the **dwelling** described on the Declaration Page(s) and related real property at that location. It also includes a **farm** employee if the Declaration Page(s) lists END HF00001-F001 FARM LIABILITY. A **residence** employee does not include persons while performing duties for the **business** of the Named Insured.
- **Residence premises** means a one- or two-family **dwelling**, other structures and grounds which are shown on the Declaration Page(s) and designated as Owner Occupied.

SECTION I

COVERAGE A – DWELLING

This policy provides coverage for the described **dwelling** only if Dwelling is shown on the Declaration Page(s) and a premium is listed for the **dwelling**.

We cover:

- The described dwelling and permanently attached fixtures, decks, porches, carports, garages, mailboxes, awnings, and wallto-wall carpeting.
- Permanently installed outdoor equipment on your insured premises which provide service to your dwelling for heating, cooling, supplying water or electricity, lighting, or cooking. But, this does not include any equipment which you do not own.
- Construction materials on your insured premises intended for use in connection with the repair, remodeling, or renovation of your dwelling when the materials are located on your insured premises.

We do not cover:

- Outdoor radio or TV or satellite antennas, satellite dishes, or similar equipment used to transmit or receive audio or video signals, including their lead-in wiring, accessories, masts, and towers.
- 2. Unattached structures, meaning any structure that is not affixed to the foundation or slab of the **dwelling**.
- 3. Above-ground pools, hot tubs, or spas unless specifically listed on the Declaration Page(s) under Coverage B.
- 4. In-ground pools unless specifically listed on the Declaration Page(s) under Coverage B.
- 5. Fences.

COVERAGE B - OTHER STRUCTURES

This policy provides coverage for the described other structures only if Other Structures is shown on the Declaration Page(s) and a premium is listed for the Other Structures.

We cover other structure(s) shown on the Declaration Page(s) under Coverage B up to the amount of insurance for each structure shown on the Declaration Page(s), subject to the co-insurance requirement in the Co-Insurance section of the policy.

COVERAGE C – PERSONAL PROPERTY

This policy provides coverage for personal property only if Personal Property is shown on the Declaration Page(s) and a premium is listed for Personal Property. **We** cover personal property owned by **you**, **your relative** or any resident of **your** household under the age of 21 and in **your** legal care.

LIMITATIONS ON PERSONAL PROPERTY COVERAGE

These limitations do not increase the amount of insurance for Coverage C. Each limit below is the total limit per **occurrence** for all property in that category:

- For personal property away from the residence premises, we will pay up to a maximum 10% of the amount of insurance shown under Coverage C in the Declaration Page(s) for covered losses.
 This limitation does not apply to personal property in a newly acquired principal residence for the thirty (30) days immediately after you begin to move property there.
- 2. \$500 per item, maximum of \$1,500 per **occurrence**, on jewelry, watches, precious and semi-precious stones, gems, and furs.
- 3. \$500 per item, maximum of \$1,500 per **occurrence**, for loss by theft of firearms, including their parts and accessories.
- 4. \$500 on fishing rods, reels, lures, tackles boxes, and fishing accessories for loss by theft.
- 5. \$500 on hunting and archery equipment and accessories, excluding firearms and accessories, for loss by theft.
- 6. \$1,000 due to the theft of credit card or fund transfer card or loss due to check forgery.
- 7. \$1,000 for loss by theft of silverware, goldware, china, or crystal.
- 8. \$1,000 for loss by theft of musical instruments.
- 9. \$500 on collector cards.
- 10. \$500 on comic books.

PERSONAL PROPERTY NOT COVERED

We do not cover with respect to Coverage C:

- Property covered by any scheduled insurance whether in this policy or any other policy.
 - 2. Animals, birds, insects, or fish.
 - 3. **Motor vehicles**, including but not limited to their parts or supplies, camper shells, and slide-in campers.
 - 4. Motorcycles, motor-tricycles, or dune buggies.
 - 5. Any type of aircraft, glider, or balloon, including their parts and equipment, except model airplanes.
 - Outdoor radio or TV or satellite antennas, satellite dishes, or similar equipment used to transmit or receive audio or video signals, including their lead-in wiring, accessories, mast, and towers.
 - 7. Any device, accessories, or antennas designed for reproducing, detecting, receiving, transmitting, recording, or playing back

data, radar, sound, signals, or picture (or any film, tape, wire, record, disc, chip, memory card, or other medium designed for use with such device) which may be operated from the electrical system of a **motor vehicle** or watercraft while in or on that **motor vehicle** or watercraft.

- 8. **Business** property, meaning any property which is currently used in or owned by any **business you** are connected with.
- 9. Fences.
- 10. Above-ground pools, hot tubs, or spas unless specifically listed on the Declaration Page(s) under Coverage B.
- 11. Money, money orders, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, precious metals, or loss through acceptance of counterfeit money.
- 12. Securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other valuable papers, drafts, cashier checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and notes other than bank notes including negotiable orders of withdrawal.
- 13. Watercraft, including their trailers, equipment, accessories and outboard motor(s).
- 14. Trailers, not used with watercraft, including but not limited to utility, camping and recreation trailers.
- 15. Credit cards or fund transfer cards.
- 16. Portable structures.
- 17. Farm Personal Property, except as provided in Coverage E.
- 18. Personal property specifically or categorically listed in the section entitled "Limitations on Personal Property Coverage" above, except to the extent of the limit stated in that section.
- 19. Personal property specifically or categorically listed in any option or endorsement to this policy except to the extent of the limit stated in that option or endorsement.

COVERAGE D - EXTRA EXPENSE/FAIR RENTAL VALUE

This policy provides coverage for Extra Expense only if Extra Expense is shown on the Declaration Page(s) and a premium is listed for Extra Expense.

The amount of insurance for Coverage D is the actual extra expense incurred within twelve (12) months of the covered loss, up to the limit shown on the Declaration Page(s), for all the following coverages:

Additional Living Expense. If a loss covered under Section I
makes the insured premises uninhabitable, we cover any
necessary and reasonable increase in living expenses incurred by
you so that your household can maintain its normal standard of

living. Payment will be for:

- Only the shortest time it should take to repair or replace the premises, or
- b. If **you** permanently relocate, the shortest time required for **your** household to move elsewhere.
- 2. Fair Rental Value. If a loss covered under Section I makes that part of the insured premises rented to others or held for rental by you uninhabitable, we cover its Fair Rental Value. We will not pay the Fair Rental Value for any dwelling or that portion of a dwelling held for rental if it had not been inhabited within 180 days prior to the loss. We will pay for the shortest time needed to repair or replace the part of the premises rented or held for rental. Fair Rental Value will not include any expense that does not continue while that part of the insured premises rented or held for rental is uninhabitable. No insured will be entitled to payment under Additional Living Expense and Fair Rental Value for the same element of loss under extra expense.
- Prohibited Use. A civil authority may forbid use of the insured premises as a result of direct damage to neighboring premises by a Peril Insured Against in this policy. If so, we will cover resulting extra expense loss up to two weeks during which use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement. This twelve (12) month period of time is not limited by expiration of this policy.

We do not cover Additional Living Expenses or Fair Rental Value for loss due to **fungi or mold** except as provided in Supplementary Coverages—Section I.

COVERAGE E - FARM PERSONAL PROPERTY

This policy provides coverage for **Farm Personal Property** only if Farm Personal Property is shown on the Declaration Page(s) and a premium is listed for Farm Personal Property.

We cover with respect to Coverage E:

- 1. The **individually identified** property shown on the Coverage E Schedule on the Declaration Page(s), and
- Blanket property but only to the extent that the total amount of insurance shown for Coverage E on the Declaration Page(s) exceeds the cumulative amount of insurance for all individually identified property owned by you. This includes machinery leased to you under a written agreement.

Perils insured against with respect to Coverage E:

Livestock are covered for Basic Coverage.

132	2.	Machinery is covered for Basic Coverage
133		Tires are covered if:
134		a. stolen, or damaged by fire, vandalism or malicious mischief;
135		or
136		b. the machinery to which the tires are attached is involved in
137		a peril otherwise covered. The puncture of a tire only, resulting
138		from running over an object is not covered.
139	3.	Grain and Feed are covered for Basic Coverage.
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141	Limitati	ons on Certain Farm Personal Property:
142	The foll	owing limitations are not applicable to individually identified property.
143	When co	overed on a blanket basis, we will not pay more than:
144	1.	\$3,000 per head of cattle; \$1,000 per head of cattle under one
145		year old at the time of loss.
146	2.	\$2,000 per head for horses; \$1,000 per head for horses under
147		one year old at the time of loss.
148	3.	\$1,000 per head on all other livestock.
149	4.	\$500 per portable structure.
1 50	5.	\$2,000 on farm records, including cost of their reproduction.
451	6.	\$5,000 per stack of hay, straw, or fodder. A stack is all hay,
152		straw, or fodder not in a structure and not separated by at least
453		100 feet of clear space.
154	7.	\$5,000 per occurrence for cotton, whether in pickers, bales,
1 55		wagons, trailers, or modules.
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157		PROPERTY NOT COVERED
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459	We do i	not cover with respect to Coverage E:
460	1. Liv	estock while:
461		a. In transit by common carrier or carrier for hire.
162		b. In a slaughter house, packing plant, public yard, public sale
163		barn, or public sale yard.
164	2. Ma	chinery:
165		a. While beyond a 100-mile radius of the insured premises
166		when used in custom farming.
167		b. While being used in any business , tractor pull, race,
168		contest, or similar event.
169		c. Attached to structures or land, including equipment attached
170		to chicken, broiler, or laying poultry houses, hog
1 71		confinement, nursery or farrowing houses, or dairy barns.
172		When we have irrigation equipment insured, we do cover all
473		of its components including those attached to the land or
174		any permanent structure. We do not cover wells, well

475 casing, seals, collars, joints, couplings, or other parts used 476 When we have GPS equipment and with well casings. 477 components, used in farming, insured, we do cover GPS 478 equipment and components attached to a tower or other Towers or other structures to which GPS 479 structure. 480 equipment or components are attached, if insured, must be 481 insured as an Other Structure.

- d. Alcohol stills, cotton gin equipment, logging, forestry or sawmill equipment, or quarry equipment.
- Motor vehicles, watercraft, or aircraft, including their equipment and supplies. Gators, Mules, or other similar slow moving vehicles are not considered mini utility vehicles under the definition of motor vehicle for the purposes of Coverage E – Farm Personal Property.

4. Grain and Feed:

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- a. While in transit by common carrier or a carrier for hire.
- While stored or being processed in public elevators or warehouses, seed houses, drying plants, and manufacturing plants.
- c. While in the open, including while in a temporary or makeshift structure; however, grain and feed in the open is covered against loss by fire only.
- 5. That property which is specifically excluded in this form or in the Coverage E schedule shown on the Declaration Page(s).
- Farm personal property specifically or categorically listed in the section entitled "Limitations on Certain Farm Personal Property Coverage" above, except to the extent of the limit stated in that section.
- 7. **Farm personal property** or personal property specifically or categorically listed in any option or endorsement to this policy except to the extent of the limit stated in that option or endorsement.
- 8. Personal Property except as provided in Coverage C.

SUPPLEMENTARY COVERAGES - SECTION I

We provide the following Supplementary Coverages. None of these increase any amount of insurance stated in this policy. Each coverage is subject to this policy's deductible except where otherwise stated.

- Emergency Removal: We pay for loss to covered property while removed from the insured premises to prevent damage by loss which would be covered by this policy. Such property is covered against sudden, accidental, and direct loss not specifically excluded under this policy, for a period up to thirty (30) days.
- 2. Debris Removal: We pay reasonable and necessary expense

incurred by **you** for the removal of debris of covered property following an insured loss not to exceed an amount equal to 10% of the coverage involved. This coverage does not extend to fees or expenses **you** incur for the tearing off, or tearing out, or other costs associated with the demolition of the remains of covered property.

- 3. Fire Department Service Charge: We will pay up to \$500 for your obligation assumed by contract or agreement for fire department charges incurred to save or protect covered property against sudden, accidental, and direct loss not specifically excluded under this policy. No deductible applies to this coverage.
- 4. Renter's Building Additions and Alterations: This coverage applies only if **you** are not the owner of the residence. **We** will cover fixtures, alterations, installations, or additions that **you** have added to that portion of the residence used exclusively by **you**, and that **you** would be responsible for if there was a loss. The most **we** will pay is \$1,000. The same Level of Protection and settlement valuation method apply to this Supplementary Coverage as the Declaration Page(s) shows for Coverage C.
- 5. Condominium Owners Additions and Alterations: We will cover, for an amount not greater than \$1,000, unit owners' additions, alterations, fixtures, or installations made to the part of the dwelling within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of your condominium unit. The same Level of Protection and settlement valuation method apply to this Supplementary Coverage as the Declaration Page(s) shows for Coverage C.
- 6. If a loss caused by a Peril Insured Against under Section I results in **fungi or mold,** other microbes, or rot, **we** will pay for:
 - Remediation of the fungi or mold, other microbes, or rot. This includes payment for the reasonable and necessary cost incurred to:
 - Remove the **fungi or mold,** other microbes, or rot from covered property or to repair, restore, or replace that property; and
 - (2) Tear out and replace any part of the dwelling as needed to gain access to the fungi or mold, other microbes, or rot.
 - Any reasonable and necessary increase in living expense you incur so that your household can maintain its normal standard of living if the fungi or mold, other microbes, or rot makes the residence

premises not fit to live in. **We** do not cover loss or expense due to cancellation of a lease or agreement; and

c. Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence, or level of the **fungi or mold**, other microbes, or rot, whether performed prior to, during, or after removal, repair, restoration, or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi or mold**, other microbes, or rot.

We will pay under this additional coverage only if:

- a. The covered loss and fungi, mold, or bacteria occurs during the policy period;
- All reasonable means were used to save and preserve the property and to prevent the growth of fungi, mold, bacteria or rot, at the time of and after the covered loss; and
- We receive prompt notice of the covered cause of loss that is alleged to have resulted in fungi or mold, other microbes, or rot.

The most **we** will pay under this supplementary coverage is \$5,000. This is the most **we** will pay for the total of all loss or costs regardless of the number of locations or items of property insured under this policy or the number of losses or claims made.

This is not additional insurance and does not increase the limit of liability that applies to the damaged property. The policy deductible will apply to this supplementary coverage.

SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E

These additional supplementary coverages apply to **your** policy only when the amount of insurance for Coverage E is \$25,000 or more. They do not increase the amount of insurance for Coverage E shown on the Declaration Page(s).

Except as stated in this section, they are subject to all policy provisions, including but not limited to, the Coverage E deductible, level of protection, Limitations on Certain Property, and co-insurance requirement.

 Borrowed Machinery: We cover machinery which any insured borrows or rents for use in the operation of your farm. This does not include machinery used for business purposes or custom

farming.

The most **we** will pay is 50% of the total amount of insurance for Coverage E or \$25,000, whichever is less. **We** will not pay for any borrowed machinery in which any **insured** has an ownership, lease, or lien holder interest.

This coverage is excess over any other insurance available to the owner of the borrowed **machinery**.

- 8. Co-Insurance Waiver for Newly Purchased Machinery: When the policy includes machinery on a blanket basis, we also cover newly purchased machinery. Within thirty (30) days of the purchase date, we will use only the market value of the new machinery which exceeds \$50,000 in determining the coinsurance requirement for any covered loss. After the thirty (30) days has expired, the full market value will be used.
- Farm Extra Expense: We will pay up to \$2,000 per occurrence
 to cover reasonable extra expense actually incurred by you to
 continue normal farming operations which are interrupted
 because of a covered loss.

We will not pay more than the market value of individually identified property damaged, including the amount of extra expense incurred. The co-insurance requirement does not apply to this Farm Extra Expense coverage.

10. Power Interruption: We will pay up to \$2,000 per occurrence for loss to frozen semen and embryos, to refrigerated bulk milk, or to refrigerated farm products when covered by this policy when the loss is the result of power outage causing heating or cooling failure. This does not include loss resulting from accidental disconnection of an electric cord, negligence in operation of any machinery, or failure to make a reasonable attempt to reduce the loss.

PERILS INSURED AGAINST - SECTION I

FIRE & LIGHTNING COVERAGE

If **you** have Fire & Lightning Coverage, **we** only cover loss caused by the following perils, subject to the limitations included within the perils listed below and the General Exclusions:

1. Fire.

This peril does not include fire loss caused by vandalism or malicious mischief:

a. to property on the **insured premises** if the **dwelling** has been vacant or unoccupied for more than sixty (60)

consecutive days immediately before the loss. For the purpose of this peril, a dwelling under construction is not considered vacant or unoccupied. b. if committed by a tenant of the dwelling. Fires including, but not limited to, those resulting from arson or from an incendiary origin will be considered vandalism or malicious mischief under both a. and b. above. 2. Lightning.

FIRE, LIGHTNING AND EXTENDED COVERAGE

If **you** have Fire, Lightning and Extended Coverage, **we** provide the coverage set forth under Fire & Lightning Coverage above and **we** also cover loss caused by the following additional perils, subject to the limitations included within the perils listed below and the General Exclusions:

3. Windstorm or hail.

This peril does not include loss to the inside of a **dwelling** or other structure or property contained in a **dwelling** or other structure caused by rain, water, snow, sleet, sand, or dust unless the direct force of wind or hail damages the **dwelling** or other structure causing an opening in a roof or wall and the rain, water, snow, sleet, sand, or dust enters through this opening.

- 4. Explosion.
- 5. Riot or civil commotion.
- 6. Aircraft, including self-propelled missiles and spacecraft.
- 7. Vehicles.

This peril does not include loss caused by a vehicle owned or operated by any **insured** or a resident of the **insured premises**.

Smoke means sudden, accidental, and direct damage from smoke.

This peril does not include loss caused by smoke from any solid fuel burning device or from agricultural or industrial operations. Sudden and accidental smoke or soot that escapes from household appliances, fire places, or non solid fuel heating systems is covered.

BASIC COVERAGE

If **you** have Basic Coverage, **we** provide the coverage set forth under Fire, Lightning and Extended Coverage above and we also cover loss caused by the following additional perils, subject to the limitations included within the perils listed below and the General Exclusions:

Vandalism or malicious mischief.
 Upon discovery, you must notify local law enforcement within 24

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731 732 733 hours for coverage to apply.

This peril does not include:

- a. loss to property on the insured premises if the dwelling has been vacant or unoccupied for more than sixty (60) consecutive days immediately before the loss. purpose of this peril, a dwelling under construction is not considered vacant or unoccupied.
- b. loss committed by a tenant of the **dwelling**.
- 10. Theft.
 - Upon discovery, you must notify local law enforcement within 24 hours for coverage to apply.
- 11. Breakage of glass or safety glazing material which is part of a dwelling or other structure, storm door, or storm window.

This peril does not include loss on the **insured premises** if the **dwelling** has been vacant or unoccupied for more than sixty (60) consecutive days immediately before the loss. For the purpose of this peril, a **dwelling** under construction is not considered vacant or unoccupied.

BROAD COVERAGE

If you have Broad Coverage, we provide the coverage set forth under Basic Coverage and we also cover loss caused by the following additional perils, subject to the limitations included within the perils listed below and the General Exclusions:

- 12. Falling objects. This peril does not include loss to the inside of a dwelling or other structure or property contained in the dwelling or other structure unless the roof or an outside wall of the dwelling or other structure is first damaged by a falling object. Damage to the falling object itself is not covered.
- 13. Weight of ice, snow, or sleet, which causes damage to a dwelling or other structure or property contained in the dwelling or other structure. This peril does not include loss to an awning. fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.
- 14. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance. If the loss is not otherwise excluded, we also pay for tearing out and replacing any part of a covered building on the insured premises necessary to repair the system or appliance from which the water or steam escaped. This peril does not include loss:

- 734 a. To a **dwelling** or other structure caused by continuous or repeated seepage or leakage of water or steam from a:
 736 (1) Heating, air conditioning, or automatic fire protective
 - (1) Heating, air conditioning, or automatic fire protective sprinkler system;
 - (2) Household appliance; or

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- (3) Plumbing system, including from, within or around any shower stall, shower bath, tub installation, hot tub, spa, whirlpool, or other plumbing fixture, including their walls, ceilings, or floors which occurs over a period of time and results in deterioration, rust, fungi or mold, or wet or dry rot; or
- b. On the insured premises if the dwelling has been vacant for more than sixty (60) consecutive days immediately before the loss. For the purposes of this peril only, a dwelling under construction is not considered vacant.
- To the system or appliance from which the water or steam escaped.
- d. Caused by or resulting from freezing, except as provided in peril number (16.).
- e. On the **insured premises** caused by accidental discharge or over-flow which occurs off the **insured premises**, or
- f. Caused by backup of any sewer or drain.
- 15. Sudden, accidental, and direct tearing apart, cracking, burning, or bulging of a steam or water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss caused by or resulting from freezing except as provided in peril number (16).
- 16. Freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance. This peril does not include loss on the **insured premises** while the **dwelling** is vacant, unoccupied, or under construction unless you have:
 - a. Maintained heat in the **dwelling** or other structure, or
 - b. Shut off the liquid supply and drained the system and appliances of liquid.
- 17. Sudden, accidental, and direct damage from artificially generated electrical current.
- 18. Collapse. We will cover loss or damage to covered property caused by the collapse of a dwelling or other structure at the insured premises. Collapse means the abrupt falling down or caving in of a building or part of a building with the result that the building or part of the building cannot be occupied or used for its current intended purpose. A building or any part of a building

that is in danger of falling down or caving in is not considered to be in a state of collapse. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building. A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion. This peril does not include damage to any of the following unless the damage is the direct result of the dwelling or other structure retaining walls, foundation walls, swimming pools, piers, wharves, docks, patios, walks, roadways and other paved surfaces, or awnings or yard fixtures. Nor does it include damage caused by settling, cracking, bulging, shrinking, or expansion of pavement, foundation, wall, floor, roof, or ceiling unless the damage is the direct result of the dwelling or other structure collapse.

GENERAL EXCLUSIONS – APPLICABLE TO ALL PERILS AND FORMS OF COVERAGE

We will not pay for loss or damage that is directly or indirectly caused by, arising out of, contributed to, or aggravated by any of the following causes of loss. Such loss or damage is excluded regardless of any other causes or events that contribute concurrently or in any other sequence to the loss.

- 1. Wear and tear;
- 2. Marring or scratching;
- 3. Deterioration:
- 4. Inherent vice:
- 5. Latent or inherent defect:
- 6. Mechanical breakdown;
- 7. Rust:
- 8. **Fungi or mold,** except as provided in Supplementary Coverages:
- 9. Wet or dry rot;
- 10. Contamination;
- 11. Actual, alleged, or threatened discharge, dispersal, seepage, migration, release, exposure to, or escape of asbestos, lead paint, lead, pollutants, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, or other toxic materials or substances, whether gradual or sudden. However, this exclusion does not apply to sudden and accidental smoke or soot that

- escapes from household appliances, fire places or non solid fuel heating systems.
 - 12. Smog:

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- 13. Smoke from agricultural or industrial operations;
- Settling, cracking, shrinkage, bulging, sagging, leaning, or expansion of pavement, patios, foundations, walls, floors, ceilings, chimneys, fences, decks, driveways, carports, or swimming pools;
- 15. Birds, vermin, rodents, insects, or domestic or wild animals.
- 16. Vandalism or malicious mischief or breakage of glass and safety glazing:
 - a. If the dwelling or other structure has been vacant or unoccupied for more than sixty (60) consecutive days immediately preceding the loss. For the purpose of this coverage only, a dwelling or other structure under construction is not considered vacant.
 - b. If committed by a tenant of the **dwelling**.
- 17. Water or steam damage:
 - To a dwelling or other structure caused by continuous or repeated seepage or leakage of water or steam from a:
 - (1) Heating, air conditioning or automatic fire protective sprinkler system;
 - (2) Household appliance; or
 - (3) Plumbing system, including from, within, or around any shower stall, shower bath, tub installation, hot tub, spa, whirlpool, or other plumbing fixture, including their walls, ceilings, or floors which occurs over a period of time and results in deterioration, rust, fungi or mold, or wet or dry rot; or
 - To the system or appliance from which the water or steam escaped.
 - c. Caused by or resulting from freezing, except as provided in general exclusion number (18.).
 - d. On the **insured premises** caused by accidental discharge or over-flow which occurs off the **insured premises**, or
 - e. Caused by backup of any sewer or drain.
- 18. Freezing of plumbing, heating, or air-conditioning systems or domestic appliances including hot tubs, spas, or whirlpools, or by discharge, leakage, or overflow from the system or appliance while the **dwelling** or other structure is vacant or unoccupied unless **you** have:
 - a. Maintained heat in the **dwelling** or other structure, or
 - b. Shut off the liquid supply and drained the system or

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domestic appliance.

- 19. Freezing, thawing, pressure, or weight of water or ice, whether driven by wind or not, to pavement, patios, foundations, walls, floors, ceilings, chimneys, fences, decks, driveways, carports, or swimming pools, bulkhead, pier, wharf, or dock.
- 20. Ordinance or law, meaning enforcement of any ordinance or law regulating the construction, maintenance, repair, or demolition of a dwelling or other structure, unless specifically provided under this policy. We will cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril, or with respect to glass replacement with safety glazing when required by law. We do not cover under Coverage E-Farm Personal Property, seizure of, destruction of, damage to, or quarantine of any farm personal property by any government, public, or local authority.
- 21. Earthquake, including land shock waves or tremors before, during, or after an earthquake.
- 22. Earth movement, including but not limited to sinking, rising, shifting, expanding, contracting, settling, subsidence, collapse, and bulging, either caused naturally or by man-made forces.
- 23. Water damage, meaning:
 - Flood, waves, tidal water, overflow of a body of water, or surface water from any cause. We do not cover spray from any of these, whether or not driven by wind.
 - b. Water or sewage from any source which backs up through sewers or drains, or which overflows from a sump, or
 - Regardless of its source, water below the surface of the C. ground. This includes water which exerts pressure on or flows, seeps, or leaks through any part of a dwelling or other structure, sidewalk, driveway, or swimming pool.
- 24. Power interruption, meaning the interruption of power or other utility service, if the interruption takes place away from the insured premises. This does not apply to supplemental coverage applicable to Coverage E - Farm Personal Property.
- 25. Neglect of any insured to use all reasonable means to protect covered property at and after the time of loss or when property is threatened by an insured peril. For the purposes of this exclusion, when the dwelling described on the Declaration Page(s) is owner occupied, insured also means any person related to an insured by blood, marriage, or adoption, or any ward or foster child, living anywhere in the dwelling described on the Declaration Page(s), whether or not they are paying rent, lease payments or other consideration.

- 906 26. War (declared or undeclared), civil war, insurrection, rebellion, 907 revolution, or discharge of a nuclear weapon or device, even if accidental.
 - 27. Nuclear hazard, meaning nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
 - 28. Intentional losses, meaning any loss or damage that is intentionally caused by any insured, or at the direction of, or with the permission of any insured, whether sane or insane, unless payment of any such loss is otherwise mandated under 375.1312 RSMO regarding a claim of any innocent coinsured. Payment of any loss required by law shall be limited to the amount mandated by 375.1312 RSMO.

29. Theft:

 a. When committed by, or at the direction of, any insured, the husband, wife, child, or relative of any insured, any farm employee, residence employee or any resident of the insured premises;

This exclusion 29.a. shall not apply to an **insured** who did not cooperate in or contribute to the creation of the loss and the loss arose out of a pattern of domestic violence, provided that said **insured** files a police report and completes a sworn affidavit for **us** that indicates both the cause of the loss and a pledge to cooperate in the criminal prosecution of the person committing the act causing the loss.

- Of tools, unattached materials, or unattached supplies for use in the construction, repair, addition, remodel, renovation, or rehabilitation of any building or building component until the **dwelling** or other structure is finished and occupied;
- From that part of an insured premises rented from any insured to other than any insured; or
- d. When it occurs off the **insured premises** of:
 - (1) Property while at any building owned, rented, or occupied by any insured, except while you, your relative, or the first person listed as Designated Representative on the Declaration Page(s), are temporarily living there. Property of a student who is your relative or a relative of the first person listed as the Designated Representative on the Declaration Page(s) is covered while at a residence away from the insured premises if the student has been there at any time during the forty-five (45) days immediately before the loss.

- (2) Watercraft and its furnishings, equipment, and outboard motors. or
- (3) Trailers and campers of any type, including their parts and supplies whether attached or not.
- e. Disclosed at the time of taking inventory.
- f. Due to wrongful conversion or embezzlement.
- 30. Escape or mysterious disappearance.
- 31. The action, lack of action, decision, or lack of decision, of any person, group, organization, or government body.
- The conduct of any person, group, organization, or government body, regardless of whether the conduct is negligent, wrongful, intentional, or without fault.
- 33. Defect, weakness, inadequacy, fault, or unsoundness in:
 - a. Planning, zoning, development, surveying, setting.
 - b. Design, specifications, workmanship, construction, grading compaction.
 - c. Materials used in construction or repair, or
 - Maintenance of any property (including land, structures, or improvements of any kind) whether on or off the insured premises.
- 34. Illegal, criminal, or dishonest acts or activities of any **insured**, or at the direction of any **insured**, or with the permission of any **insured**. For the purposes of this exclusion, when the **dwelling** described on the Declaration Page(s) is owner occupied, **insured** also means any person related to an **insured** by blood, marriage, or adoption, or any ward or foster child, living anywhere in the **dwelling** described on the Declaration Page(s), whether or not they are paying rent, lease payments or other consider.
- 35. Any act or activity or change in condition that materially increases the risk.
- 36. Machinery colliding with the ground or rocks on the ground, or objects entering machinery whether or not this policy includes END HF00001-F003. However, this exclusion does not apply to mobile GPS equipment while not attached to other machinery if END HF00001-F003 is shown on the Declaration Page(s), and it does not apply to glass breakage.
- Losses caused by modifying a device's operating functions, procedures, specifications, voltage, power, input, or output beyond its documented capabilities, recommendations, limits or thresholds.

CONDITIONS - SECTION I

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WHAT YOU SHALL DO IN CASE OF LOSS.

If a covered loss occurs, the **insured**, or any **insured** person, must:

- a. Give us immediate written notice. In case of theft, also notify the local law enforcement within 24 hours of the discovery of the theft. In case of loss under Credit Card, Fund Transfer Card, and Check Forgery Coverage, also notify the issuer of the card or the bank within 24 hours of discovery.
- b. Use all reasonable means to protect the property from further damage including but not limited to making necessary and reasonable repairs to protect the property and keeping records of the cost of repairs.
- c. Make a detailed list of all damaged, stolen, or destroyed personal property, including the following information:
 - (1) The number of items damaged;
 - (2) A detailed description of the item including the brand name or manufacturer's name;
 - (3) Model name;
 - (4) Model or serial number;
 - (5) Name and address of the person or business obtained from:
 - (6) Month and year obtained or purchased;
 - (7) Whether it was new or used when obtained or purchased, and if used, age when obtained or purchased;
 - (8) The amount of the purchase price;
 - (9) The current replacement cost, the cost to repair, the market value of the item before the loss, and the market value after the loss.
- d. For dwelling or other structure damage, provide detailed, itemized, repair, or reconstruction cost plans and estimates, and documents showing the value of the dwelling or other structure before the loss and after the loss.
- e. Send to **us**, within 60 days after loss, the information requested in (c) and (d) above and a completed proof of loss form provided by **us**, signed, and sworn to by any **insured we** designate. The proof of loss must include:
 - (1) The date, time, and cause of loss.
 - (2) The interest of the **insured** and all others in the property.
 - (3) All debts or liens on the property.
 - (4) All other insurance policies that apply to the loss.
 - (5) Changes in title, use, occupancy, or possession of the property.

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(6) The total amount of loss you are claiming using the valuation method required by the policy.

Failure of the **insured** to provide the notification or information requested in 1a., 1c., 1d., or 1e. within such specified time, may result in the denial of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of such notice or information.

- f. You must not dispose of any damaged property until we authorize you to do so. You must exhibit the damaged property to us or our representative, as often as may be reasonably required, and permit us to take samples of the property.
- g. Any insured, at our request, must submit to examinations under oath as often as reasonably required while not in the presence of any other insured and sign the transcript of the examinations.
- h. Produce for examination, with permission to copy, all information contained in any writings or other magnetic, recording, or storage media which we deem material to our investigation. If any such information is not in your possession, custody, or control, you must authorize us to obtain the information.
- Produce receipts or records for any Extra Expense claimed under Coverage D.
- You must cooperate with us in determining the cause and amount of loss.
- k. You must provide a detailed inventory of all farm personal property not individually identified or shown as excluded on the Declaration Page(s).

2. SETTLEMENT AND VALUATION

- a. If the Declaration Page(s) states that this policy is an Actual Cash Value policy, then the most we will pay for a covered loss will be the lesser of:
 - (1) The difference in market value before and after the loss:
 - (2) Replacement cost less depreciation;
 - (3) The limit of liability which pertains to the coverage;
 - (4) The amount of **your** insurable interest in the property;
 - (5) Any applicable coverage limitation on the property as set forth in this policy.
- b. If the Declaration Page(s) states that this is a Replacement Cost policy, then, until **you** complete repair or replacement of the property, the most **we** will pay will be the lesser of:
 - (1) The difference in market value before and after the loss:

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- (3) The limit of liability which pertains to the coverage;
- (4) The amount of **your** insurable interest in the property.
- (5) Any applicable coverage limitation on the property as set forth in this policy.
- c. If you complete repair or replacement of the damaged property at the same location and make a repair or replacement cost claim within 180 days of the original loss settlement, then we will pay the lesser of:
 - The amount spent to repair or replace the damaged or stolen property;
 - (2) The amount it would take to repair or replace the property, with like kind and quality but not necessarily identical or matching materials, at the same location as the insured premises.
 - (3) The limit of liability.

Each of these settlement and valuation limitations (a. (1), (2), (3), (4), (5), b. (1), (2), (3), (4), (5), and c. (1), (2), (3)) is subject to the co-insurance requirements set forth in this policy.

- d. If you have a partial loss caused by fire, then you have an option to have us repair the property, the cost not to exceed the amount written in the policy, so that the property shall be in as good a condition as before the fire.
- e. Under any valuation above, **we** do not pay for any increase in loss or expense due to any ordinance, code, or law requiring or regulating the construction, repair, or demolition of a **dwelling** or other structure.
- f. Under any valuation method, the cost to repair or replace is determined by us, based on our knowledge of the prices charged by repair or replacement facilities. To aid us in determining the cost to repair or replace, we may utilize any one or more of the data bases, appraisal tools, and other methods commonly used in the insurance industry to determine the prices charged by repair or replacement facilities.
- g. In determining market value, we will not pay more than \$1,000 in total for that portion of any item's value derived from age, history or rarity. This amount will not include sentimental value and will be the aggregate limit per occurrence regardless of the number of items involved.
- Replacement cost coverage will not apply to property not maintained in good or workable condition or which because of its age or condition has become outdated or obsolete,

- property no longer available or unusable for its originally intended purpose, or property for which parts are no longer available.
- Replacement cost will not apply to gators, mules, or other similar slow moving utility-type vehicles, or all terrain vehicles.
- j. In respect to replacement cost claims for personal property, notwithstanding any of the above referenced provisions, we will pay no more than four hundred percent (400%) of the original cost of any item.
- k. In respect to a loss to a pair or set, we may repair or replace any part of the pair or set to restore it to its value before the covered loss, or we may pay the difference between the market value of the property before and after the covered loss.
- With respect to a loss to a dwelling or other structure under construction, the amount on the Declaration Page(s) will be reduced to equal the amount actually spent on the dwelling or other structure at the time of loss.

3. CO-INSURANCE REQUIREMENTS

 The following co-insurance requirement applies to Coverage A – Dwelling only:

If your policy states that actual cash value applies to the dwelling(s) involved in the loss, you must maintain insurance on the dwelling(s) shown on the Declaration Page(s) for at least 80% of the market value of that dwelling.

If you do not maintain insurance of at least 80% of the total market value of the dwelling(s), we will pay the percentage of loss or damage produced by dividing the amount of insurance carried by the amount you should have carried. This co-insurance requirement does not apply to a partial loss resulting from fire. We will determine the amount payable as follows:

We will:

- 1. Establish the **market value** of the **dwelling** involved in the covered loss on the date of loss.
- 2. Multiply the **market value** of the **dwelling** by 80% to determine the "required minimum limit of insurance".
- 3. Divide the Limit of Insurance for the **dwelling** involved (as shown on the Declaration Page[s]) by the "required minimum limit of insurance" as calculated in 2. above to determine the "percent of co-insurance"

penalty".

- 4. Establish the "amount of loss or damage" to the dwelling involved.
- 5. Multiply the "amount of loss or damage" as determined in 4 above, before application of the policy deductible, by the "percent of co-insurance penalty" calculated in 3. above to determine the "co-insured amount of loss".
- 6. Subtract the policy deductible from the "co-insured amount of loss" calculated in 5. above.

We will pay the amount determined in 6. above, or the Limit of Insurance shown on the Declaration Page(s) for the dwelling involved, whichever is less. For the remainder, you will either have to rely on other insurance, or absorb the loss yourself.

b. The following co-insurance requirement applies to Coverage B – Other Structure(s) only:

If your policy states that actual cash value applies to the other structure involved in the loss, you must maintain insurance on each other structure shown on the Declaration Page(s) for at least 80% of the market value of that other structure.

If **your** policy states that replacement cost applies to the other structure involved in the loss, **you** must maintain insurance on each other structure shown on the Declaration Page(s) for at least 80% of the total replacement cost of that other structure.

If you do not maintain insurance of at least 80% of the total replacement cost or actual cash value (based on the settlement option stated on the Declaration Page[s]) of the other structure, we will pay the percentage of loss or damage produced by dividing the amount of insurance carried by the amount you should have carried. This coinsurance requirement does not apply to a partial loss resulting from fire. We will determine the amount payable as follows:

We will:

1. Establish the replacement cost or actual cash value (based on the settlement option stated on the Declaration Page[s]) of the other structure involved in

the covered loss on the date of loss.

- 2. Multiply the replacement cost or actual cash value (based on the settlement option stated on the Declaration Page[s]) of the other structure by 80% to determine the "required minimum limit of insurance".
- 3. Divide the Limit of Insurance for the other structure involved (as shown on the Declaration Page[s]) by the 'required minimum limit of insurance" as calculated in 2. above to determine the "percent of co-insurance penalty".
- 4. Establish the "amount of loss or damage" to the other structure involved.
- 5. Multiply the "amount of loss or damage" as determined in 4 above, before application of the policy deductible, by the "percent of co-insurance penalty" calculated in 3. above to determine the "co-insured amount of loss".
- 6. Subtract the policy deductible from the "co-insured amount of loss" calculated in 5. above.

We will pay the amount determined in 6. above, or the Limit of Insurance shown on the Declaration Page(s) for the other structure involved, whichever is less. For the remainder, **you** will either have to rely on other insurance, or absorb the loss yourself.

c. The following co-insurance requirement applies to Coverage E – Farm Personal Property only:

You must maintain insurance on all covered property for at least 80% of the total market value of all covered property. If you do not maintain the 80% requirement, we will pay the percentage of loss produced by dividing the amount of insurance carried by the amount you should have carried. If a covered loss occurs, we will use the following in determining the amount of insurance you should have carried:

- 1. Regarding **individually identified** property: The coinsurance requirement will be calculated individually for each item damaged or destroyed.
- 2. Regarding **Blanket** property:
 - (a) The total insurance amount for all **blanket** property will be determined by subtracting the total amount of insurance for **individual identified** property from the total amount of insurance for

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Coverage E.

(b) The **market value** of all **blanket** property will be determined.

However, property subject to the Limitation on Certain Property will not be valued in excess of the stated limit; property which is excluded will not be included in the inventory; and property covered by other insurance will be based upon its **market value** minus the other insurance amount.

4. DEDUCTIBLE CLAUSE

When we calculate the amount of a covered loss to insured property we will deduct the applicable amount of **your** deductible shown on the Declaration Page(s) from the loss. If two or more Section I Coverages are involved in any one loss, only the largest applicable deductible will be applied.

APPRAISAL

In case you, or if the Named Insured is not a person, the first person listed as the Designated Representative on the Declaration Page(s), and this company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall then appraise the loss in accordance with the Settlement and Valuation condition within this policy, stating separately the amount of loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. The appraisers shall select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of you, or if the Named Insured is not a person, the first person listed as the Designated Representative on the Declaration Page(s), or this company, and upon written notice to the other party, such umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The umpire shall make the award within thirty (30) days after the umpire receives the appraisers' submissions of their differences. An award in writing, so itemized, of any two (2) when filed with this company shall determine the amount of loss. Each appraiser shall be paid by the party selecting such appraiser and the expenses of appraisal and umpire shall be paid by the parties equally. This process is not binding on either party.

6. ABANDONED PROPERTY

We may at **our** option, take all or such part of the damaged, destroyed, or stolen and recovered property at the agreed or appraised value, but there will be no abandonment of the damaged property to **us**.

7. SALVAGE

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If **we** pay the full **market value** of an item or pay to replace a part of an item, **we** may, at **our** option, take title and possession of that item or part and retain any proceeds from the sale thereof.

8. **OUR** PAYMENT OF LOSS

We will adjust any covered loss with **you** and pay **you** unless another payee is named in the policy. If there is coverage under this policy, **we** will pay **you** within 30 days after **you** comply with all the terms and conditions of this policy and the amount of loss is finally determined by:

- a. Agreement between you and us, or
- b. A court judgment.

MORTGAGEE

Loss on the **dwelling** will be payable to any mortgagee named on the Declaration Page(s), in accordance with the mortgagee loss valuation clause herein. Mortgagee includes a trustee under a deed of trust or a seller under a contract for deed.

Our Duties

We will:

- a. Protect the mortgagee's interest but subject to the same terms, exclusions, and conditions that apply to the Named Insured, including statements, representations or warranties in the application for insurance or other documents, except that the mortgagee's interest will still be protected if the loss is caused by any insured's intentional act designed to cause a loss.
- b. Protect the mortgagee's interest as set forth in a., above, unless the mortgagee has foreclosed before or after the loss.
- Give the mortgagee ten (10) days notice before canceling this policy.

Mortgagee's Duties

The mortgagee shall:

- a. Furnish proof of loss within sixty (60) days of **our** request, providing the information **we** request.
- b. Submit to an examination under oath if requested and sign the transcript.
- Provide the note, deed of trust, mortgage, loan file and all written information concerning the loan upon our request.
- d. Pay upon demand any premium due if the **insured** fails to do
- e. Immediately inform us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge. Failure to notify us will result in a forfeiture of coverage.

f. Give us the right of recovery against any party liable for loss; but giving us this right will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

All other provisions of this policy which apply to an **insured** shall apply to the mortgagee.

Mortgagee Loss Valuation:

If **we** refuse payment to the Named Insured, **we** will pay the mortgagee the lesser of the following amounts:

- a. The amount to repair or replace the property with like kind and quality;
- b. The actual cash value of the loss;
- c. The amount of the principal and interest due on the date of the loss;
- d. The limit of the dwelling coverage.

At **our** option **we** may pay the total amount due on the note or mortgage, and if this option is exercised, the mortgagee shall assign its interest in the note and deed of trust or mortgage to **us**.

If we make payment to the mortgagee, we will be subrogated to all of the rights of the party to whom such payment is made to the extent of such payment. Our interest will extend to all securities held as collateral for the mortgage debt. Any mortgagee or trustee so paid agrees to sign whatever documents and take whatever actions we may reasonably request to enforce our rights under this provision. Our subrogation rights will not be enforced in such a way as to impair the right of the mortgagee or trustee to recover the full amount due under the mortgage.

10. NO BENEFIT TO BAILEE

This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.

11. OTHER INSURANCE

If other valid insurance applies (whether collectible or not), this policy will not apply. However, if this policy and other insurance have the same "other insurance" language, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all insurance on the covered property, whether collectible or not.

12. LOSS PAYEE

When a Loss Payee is listed in the Schedule of Additional Interests section of the Declaration Page(s), this policy will provide coverage to the **person** or entity shown with the Loss Payee and for the property shown with the Loss Payee on the Declaration Page(s). Payment for a

covered loss will not exceed the insurable interest of the person or entity shown. All definitions, duties, exclusions, limitations, conditions and general provisions of the policy apply. A Loss Payee listed in the Schedule of Additional Interests section of the Declaration Page(s) does not increase the Amount of Insurance for any Coverage, Option or Endorsement.

LIABILITY COVERAGES - SECTION II

This coverage applies only if Section II Coverage F – Personal Liability and Coverage G – Medical Payments to Others is shown on the Declaration Page(s) and a premium is listed for Personal Liability and Medical Payments to Others.

COVERAGE F - PERSONAL LIABILITY

If claim is made or suit is brought against **you** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this policy applies, **we** will:

- Pay up to our limit of liability for the damages which the insured is legally liable. Any pre-judgment interest is included within the limit of liability. Any post-judgment interest is included within the limit of liability, unless we chose to appeal any judgment.
- Provide a defense at our expense by counsel of our choice. We
 may investigate and settle any claim or suit that we decide is
 appropriate. Our obligation to settle or defend ends when any
 payments made by us either by settlement, satisfaction of
 judgment or interpleader equal to our limit of liability.

This insurance only provides coverage for **bodily injury** or **property damage** that occurs during the policy period.

COVERAGE G - MEDICAL PAYMENTS TO OTHERS

We will pay the reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any governmental program, including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in payment of the bills, liens, judgments or claims for such medical expenses, whichever is less, for **bodily injury** caused by accident, for services furnished within three years of the date of the accident. These expenses are for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, and funeral services, eyeglasses, hearing aids, and prosthetic devices. The **bodily injury** must be discovered and treatment commenced within one year of the date of the accident.

Reasonable medical expenses do not include expenses:

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- 1. For treatment, services, products, or procedures that are:
 - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the bodily injury; or
- 2. Incurred for:
 - a. The use of thermography or other related procedures of a similar nature: or
 - b. The use of acupuncture or other related procedures of a similar nature: or
 - c. The purchase or rental of equipment not primarily designed to serve a medical purpose; or
 - d. Massage therapy.

We have the right to engage reviewers, consultants, and data providers in formulating our judgment as to whether the charges are reasonable and necessary charges for the **bodily injury** sustained. The determination of whether charges are reasonable and necessary charges may be made after the person qualifying for coverage has received the goods and services for which the charges are made. The fact that a licensed health care provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges made for them are reasonable and necessary charges. We have the sole discretion in the determination of whether charges are reasonable or necessary.

Coverage G - Medical Payments to Others applies to a person, other than an insured, when the person sustains a bodily injury:

- On an **insured premises** with the permission of any **insured**, or
- 2. Elsewhere, if the **bodily injury**:
 - a. Arises out of a condition on the **insured premises**.
 - b. Is caused by the activities of you.
 - c. Is caused by a residence employee in the course of employment by you.
 - Is caused by an animal other than livestock owned by or in d. the care of you, or
 - Is sustained by a residence employee arising out of and in e. the course of employment by you.
- Coverage G Medical Payments to Others also applies to:
 - 1. Residence employees;
 - 2. Those persons listed on the Declarations Page(s) under END HF00001-MP01 - Named Person Medical Payments; and
 - 3. Farm employees (only if the Declaration Page(s) shows END

HF00001-F001 – Farm Liability).

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We may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of liability by **us** or any **insured**.

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Any individual who makes a claim under this coverage must, as a condition of payment:

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 Authorize us to obtain any records which may be relevant to the claim or which may reasonably be expected to aid our investigators in determining the facts relevant to the claim;

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 Answer, under oath as often as we may reasonably require, any questions posed by us, out of the presence of any other individual, and sign a written transcript of such questions and answers;

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 Submit to physical examinations, at our expense, by doctors we select as often as we may reasonably require; and

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 Authorize us to obtain medical records which are material to the claim, including prior medical records.
 Any payment made under this coverage shall be set-off against any judgment

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obtained against any **insured**.

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ADDITIONAL COVERAGE

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1. DAMAGE TO PROPERTY OF OTHERS

(2) Business pursuits, or

1489 1490 1491 We will pay up to \$500 per claim for **property damage** to property owned by others caused by any **insured** regardless of fault. But, **we** will not pay for **property damage**:

1492 1493 1494 Caused intentionally by any **insured** who has attained the age of 13.

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b. To property owned by or rented to any **insured**, a tenant of any **insured**, or a resident of **your** household.

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c. Arising out of:

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 An act or omission in connection with any premises other than the insured premises.

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(3) Ownership, maintenance, or use of a **motor vehicle**, trailer, watercraft, aircraft, except model airplanes.

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d. To property insured under Section I of this policy.

1503 1504 We will not pay more than the smallest of the following amounts for any one claim:

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a. The market value of the property at the time of the loss;

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b.The repair cost; or c.\$500.00

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Payment considerations under this coverage is additional coverage

available over and above the limit of liability.

SETTLEMENT EXPENSES

We will pay:

- All costs we incur in the settlement of a claim or defense of a suit.
- b. Premiums on bonds required in a suit **we** defend. But, **we** will not pay the premium for the portion of a bond amount that is greater than **our** limit of liability. Notwithstanding a. above, **we** have no obligation to apply for or furnish bonds.
- c. Loss of earnings up to \$100 a day, but not other income, when we ask you to help us investigate or defend any claim or suit.
- d. Other reasonable expenses incurred at **our** request.

Payment considerations under this coverage is additional coverage available over and above the limit of liability.

FIRST AID EXPENSES.

We will pay up to \$1,000 per **occurrence** for **bodily injury** for expenses for immediate medical and surgical treatment for other persons at the time of the accident. **We** will pay only expenses which any **insured** incurs for treatment of **bodily injury** covered by the policy.

Payment considerations under this coverage is additional coverage available over and above the limit of liability.

4. LIMITED POLLUTION COVERAGE

As respects Pollution, **our** limit of liability from all damages arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any water course or body of water, including the cost of equitable relief, **bodily injury, property damage**, remediation, and clean-up costs will not exceed \$25,000 for any one occurrence, nor more than \$50,000 in any twelve (12) month policy period.

However, this limit of liability does not apply and the limit of liability on the Declaration Page(s) will apply to:

- a. Crop damage resulting from the accidental above-ground contact with herbicides, pesticides, fungicides, and fertilizers caused by the application of the same to any insured premises which results in the actual damages within one growing season of the application.
- b. **Bodily injury** resulting from the accidental above-ground contact with herbicides, pesticides, fungicides and

fertilizers caused by the application of the same to any **insured premises** which results in medical treatment within one year (365 days) of the application.

However, this provision (4.) will not increase **our** total limit of

liability.

EXCLUSIONS - SECTION II

Under Coverage F - Personal Liability and Coverage G - Medical Payment To Others or under any Endorsement shown on the Declarations Page(s) of **your** policy, **we** do not cover:

- 1. **Bodily injury** or **property damage** arising out of the operation, possession, ownership, repair, maintenance, use, negligent entrustment, or negligent supervision of:
 - Aircraft. We do cover model airplanes not used or designed for transporting cargo or persons.
 - b. A motor vehicle owned or operated or used by or rented or loaned to any insured. We do provide coverage if the motor vehicle is not subject to motor vehicle registration and it is:
 - (1) Used exclusively on the insured premises, or
 - (2) Kept in dead storage on the insured premises.
 - c. Watercraft, while away from the insured premises unless the watercraft is owned or rented by you and has an inboard or outboard or inboard-outboard motor power of less than 15 horsepower, or is a sailing vessel owned or rented by you which is less than 17 feet in length.
 - Watercraft powered by water jet pumps, including jet skis, wave runners, or similar watercraft.

Exclusions (1.a.), (1.b.), (1.c.) and (1.d.) do not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by **you**.

- 2. **Bodily injury** or **property damage** arising out of the rendering or failing to render professional services.
- 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any **insured**.
- 4. Bodily injury or property damage arising out of any premises owned, rented, or controlled by any insured which is not an insured premises. But, we will cover bodily injury to a residence employee arising out of and in the course of employment by you at such premises.
- Bodily injury or property damage expected or intended by any insured even if the resulting bodily injury or property damage is of

a different kind, quality or degree than initially expected or intended, or is sustained by a different person, entity, real or personal property, than initially expected or intended.

- 6. **Bodily injury** or **property damage** arising out of war (declared or un-declared), civil war, insurrection, rebellion, or revolution.
- 7. **Bodily injury** or **property damage** resulting from false arrest, detention, eviction, invasion of privacy, wrongful entry, libel, slander, defamation, or malicious prosecution.
- 8. **Bodily Injury** or **property damage** that arises out of the possession, lease, or ownership of any **livestock**, unless END HF00001-F001 Farm Liability or END HF00001-L004 Limited Livestock Liability is shown on the Declaration Page(s).
- 9. Bodily injury or property damage consisting of, arising from or out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, exposure to, or escape of asbestos, lead paint, lead, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, fungi or mold, rot, or other toxic materials or substances whether gradual or sudden unless provided in Additional Coverage.

This exclusion applies to the items in paragraph 9. and includes but is not limited to the following:

- The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of items listed above;
- b. Any supervision, instruction, disclosures, or failures to disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with **bodily injury** or **property damage** consisting of, arising out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly, items listed in paragraph (9.) above, or the activities described in (9 a.) above:
- Any obligation to share damages, losses, costs, payments
 or expenses with or repay someone else who must make
 payment because of such bodily injury or property
 damage, damages, loss, cost, payment, or expense; and
- d. Liability imposed upon any insured by any governmental authority for bodily injury or property damage consisting of, arising out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly the items listed above.

If the Declaration Page(s) lists END HF00001-F001 – Farm Liability, exclusion 9. does not apply to:

a. Crop, plant, or tree damage resulting from the accidental above-ground contact with herbicides, pesticides, fungicides, and fertilizers caused by the application of the same to any insured premises which results in the actual damages within one growing season of the application.

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- b. Bodily injury resulting from the accidental above-ground contact with herbicides, pesticides, fungicides, and fertilizers caused by the application of the same to any insured premises which results in medical treatment within one year (365 days) of the application.
- Bodily injury or property damage arising out of abuse, molestation or harassment.
- 11. Bodily injury or property damage arising out of any illegal or criminal act of any insured whether or not such insured is actually charged with a crime for the act.
- Property damage arising out of the intentional or negligent misrepresentation or non-disclosure of any material fact related to the sale, or attempted sale, of property owned by any insured.
- Liability assumed under, or arising out of breach of, an oral or written contract or agreement.
- 14. Property damage to property owned by any insured.
- 15. Property damage to property occupied, used, or rented to or in the care of any insured. But, we will cover property damage to such property occupied, used, rented to or in the care of you and not used in farming, caused by fire, smoke, or explosion.
- 16. Bodily injury to a person if any insured has or is required to have a policy providing workers' compensation, non-occupational disability, or occupational disease benefits covering the bodily injury.
- 17. **Bodily injury** or **property damage** when any **insured** is covered under a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
- 18. Bodily injury or property damage to any insured.
- 19. Punitive or exemplary damages.
- Bodily injury or property damage arising out of the ownership, possession, boarding, training, breeding, or raising of wild or exotic animals.
- Bodily injury or property damage arising out of any substance released or discharged from any aircraft.
- 22. Bodily injury or property damage arising out of custom farming. However, if the Declaration Page(s) shows END HF00001-F001 Farm Liability, custom farming conducted within a 100-mile radius from the insured premises is covered.

1681 23. **Bodily injury** or **property damage** arising out of the conduct of a
1682 partnership, joint venture, limited liability company (LLC),
1683 corporation, trust or entity of which any **insured** is a partner,
1684 member, or participant and which is not shown as a Named
1685 Insured or Additional Insured on the Declaration Page(s).

- 24. **Bodily injury** or **property damage** arising out of the use of **farm personal property** while being used in any **business**, tractor pull, race, contest, or similar event.
- 25. Liability arising from infringement of a patent(s), copyright, trademark, or trade secret.
- 26. Liability arising out of electronic media, such as electronic chat rooms, bulletin boards, facebook, twitter, myspace, or other electronic media the **insured** uses, hosts, owns, or over which the **insured** exercises control.
- 27. Liability arising out of, the unauthorized use of, or access to, another's product, information, or service.
- 28. Liability arising out of, the designing or determining of the content of internet websites or web applications.
- 29. Liability arising out of an activity directly or indirectly related to employment by any **insured**.
- Liability arising out of any paid public or paid civic activities of any insured.
- 31. Liability resulting from, oral or written publication of material done by or at the direction of the **insured** with the knowledge of its falsity or made prior to the effective date of this coverage.
- 32. Liability resulting from installation of, or contamination from, a known virus, malware, spyware, adware, Trojan horse, backdoor or other damaging computer program or software.

Under Coverage G (Medical Payments to Others) we do not cover:

- Anyone who resides regularly on any part of an insured premises, except residence employees, farm employees (only if the Declaration Page(s) shows END HF00001-F001 – Farm Liability) and those persons listed on the Declarations Page(s) under END HF00001-MP01 – Named Person Medical Payments.
- 2. **Bodily injury** from any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
- 3. Bodily injury arising out of the operation, ownership, maintenance, use, negligent entrustment, or negligent supervision of any motor vehicle. This exclusion (3.) does not apply to bodily Injury to a residence employee arising out of and in the course of employment by you.
- 4. Any **bodily injury** caused by an allergic reaction.

1724 5. Muscle strain or sprain of any type caused by overexertion, 1725 including overexertion due to lifting. 1726 **CONDITIONS - SECTION II**

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What an insured must do in case of bodily injury or property damage:

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a.

Notify **us** immediately. The notice must give:

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(1) Your name and policy number.

1733 1734 (2) The date, time, place, and circumstances of the accident, occurrence, or loss, and

1735 1736 (3) The names and addresses and telephone numbers of injured persons and witnesses.

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b. Send us immediately all legal papers including amended petitions received relating to a claim or suit.

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Cooperate with **us** and assist **us** in any matter relating to a claim or c. suit.

1741 1742 1743 d. The insured will not, except at the insured's own cost, voluntarily make any payment, assume any obligation, or incur expenses related to any occurrence to which this policy applies.

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LIMITS OF LIABILITY 2.

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Regardless of the number of insured(s), injured persons, applicable insurance policies we have issued, claims made, or suits brought, our liability is limited as follows:

1749 1750 1751 As respects Personal Liability Coverage, the limit of liability stated on the Declaration Page(s) for Coverage F is the total limit of our liability for all damages resulting from any one **occurrence**. When more than one policy issued by us to **you** provides coverage for the same loss only the policy with the highest limit of liability coverage will apply.

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As respects Medical Payments to Others Coverage, the b. limit of liability stated on the Declaration Page(s) is **our** limit of liability for all medical expenses for bodily injury to any one person as the result of any one accident.

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3. SEVERABILITY OF INSURANCE

1760 1761 1762 This insurance applies separately to each insured against whom claim is made or suit is brought, subject to our limits of liability for each occurrence.

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4 **BANKRUPTCY**

1764 1765 We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured.

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OTHER LIABILITY INSURANCE COVERAGE

This insurance is excess over any other valid and collectible insurance.

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GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II

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1. **ASSIGNMENT**

1773 1774 Assignment of this policy will not be valid unless we give our written consent.

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2 PREMIUM PAYMENTS

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We agree to insure you based on your promise to pay all premiums when they are due. If you pay the premium when due, this policy provides insurance coverages in the amounts shown in the Declarations, subject to all other policy provisions. No insurance is afforded under this policy if payment of premium is not received by **us** by the due date. No insurance is provided if the bank does not honor the check, electronic

funds transfer, automatic bank draft, or any other method of payment,

used to make **your** premium payment.

3. **CANCELLATION**

You may cancel your policy by notifying us in writing of the date to cancel, which must be later than the date you mail or deliver it to us. We may waive these requirements by confirming the date and time of cancellation to you in writing.

We may cancel your policy by written notice, mailed to your last known address. The notice shall give the date cancellation is effective. It will be mailed to vou at least:

- a. 10 days before the cancellation effective date:
 - (1) If the cancellation is because you did not pay the premium; or
 - (2) If the policy has been in force for 60 days or less.
- b. 30 days before the cancellation effective date:
 - (1) If there is evidence of incendiarism by any insured;
 - (2) If the cancellation is because of any other reason and the policy has been in force for more than 60 days.

We will use regular mail to transmit such notice. The mailing of the notice shall be sufficient proof that notice was given.

Return of Unearned Premium: If you cancel, premium will be earned on a pro-rata basis. If we cancel, premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time we cancel or within 30 days of the cancelation notice. Delay in the return of unearned premium does not affect the cancellation.

AUTOMATIC CANCELLATION 4.

1810 If **you** obtain other insurance for any coverage provided by this 1811 policy, this policy will terminate as to that coverage on the 1812 effective date of the other insurance.

MEMBERSHIP

Payment of the Farm Bureau membership dues, which is not premium, entitles the Named Insured on the Declaration Page(s) to insure one or more properties for any applicable coverage and to insurance for any other coverage for which said fees were paid so long as:

- a. This company continues to write such coverages;
- b. The property to be insured meets the eligibility requirements of the company; and
- c. The insured remains a risk desirable to the company.

A notice of our intention to not renew this policy will be mailed to **your** last known address at least 30 days before the end of the current policy period if **you** fail to maintain an active Missouri Farm Bureau membership.

6. CONCEALMENT, FRAUD, OR MISREPRESENTATION

This policy provides no coverage to any **insured** if any **insured** intentionally conceals or misrepresents any material fact or circumstance relating to this insurance, any claim or occurrence, or during the adjustment or investigation of any claim or occurrence. This entire policy will be void if any **insured** provides false and material information in the application for insurance. All information in the application is warranted by all **insureds** to be true.

7. CHANGES

This policy and the Declaration Page(s) include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy except by written endorsement issued by **us**. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. If any coverage **you** have under this policy is broadened by **us** without charge during the policy period, this policy will automatically provide the broadened coverage when effective in Missouri.

We may reduce in amount, or adversely modify policy coverages at any time (subject to the laws of Missouri regarding the same) by giving any **insured** thirty (30) days written notice prior to the effective date of such action. Notice will be mailed to the mailing address shown on the Declaration Page(s). Proof of mailing will be sufficient proof of notice.

8. OUR RIGHT TO RECOVER PAYMENT

In the event **we** make any payment under this policy, **we** will be subrogated to all rights of recovery, based upon the same damages, which an **insured** or any other **person** receiving the payment, may have against any **person** liable for those damages.

As a condition of payment under this policy, any **insured**, or

As a condition of payment under this policy, any **insured**, or other person who receives payment under this policy, agrees to execute and deliver any necessary legal instruments to **us** and do whatever else **we** may ask which is necessary to secure **our** rights.

Any **insured**, or other person who receives payment under this policy, agrees to cooperate with **us** in enforcing **our** rights of recovery acquired under this section and to do nothing to prejudice **our** rights.

9. OUR RIGHT TO INSPECT INSURED PREMISE

We have the right to inspect any insured premises covered by this policy as often as may be reasonable during the term of this policy. You agree to allow us to come onto those premises and into any dwelling or buildings or inspect personal property on those premises.

10. POLICY PERIOD

Insurance begins and ends at 12:01 A.M. Standard Time at the location of the property described and on the dates shown on the Declaration Page(s).

This policy may be continued for successive policy periods by payment of the required premium, unless **we** mail to **you** a written notice of **our** intention not to renew on or before the effective date of each renewal period. It is agreed that the renewal premium will be based upon the rates in effect, the coverages carried, the applicable limits of liability, deductibles, and other elements that affect the premium that apply at the time of renewal. As to only the interest of a lien holder or mortgagee (or trustee) declared in this policy, this insurance will be terminated only if **we** give such lien holder or mortgagee (or trustee) at least ten (10) days written notice of termination.

11. RECOVERIES

If **we** pay any **insured** for loss under this policy and stolen or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a. The **insured** must notify **us** or **we** will notify the **insured** promptly if either recovers property or receives payment.
- b. Any proper expenses incurred by either party in making the recovery are reimbursed first.

c. The **insured** may keep recovered property by refunding to us the amount of the claim paid or any lesser amount to which we agree. d. If the claim paid is less than the agreed loss due to a deductible, Limitation on Certain Property, or other limiting terms of the policy, any recovery will be prorated between the insured and us based on our respective interests in the loss. COOPERATION You must cooperate with us in performing all acts required by this policy. NONRENEWAL We may non-renew your policy by written notice mailed to the address shown in the policy. The notice shall give the date the non-renewal is effective. It will be mailed to you at least 30 days before the non-renewal effective date. We will use regular mail to transmit such notice. The notice period will begin to run on the date the notice is mailed, not the date of receipt. The mailing of the notice shall be sufficient proof that notice was given. In witness whereof, the Farm Bureau New Horizons Insurance Company of Missouri has caused this policy to be signed by its President and Secretary. Darrett Hawkins President Secretary

ENDORSEMENTS

The following Endorsements are optional coverages and only those Endorsements shown on the Declaration Page(s) of **your** policy which have a premium listed apply. Nothing contained within any of the following Endorsements will vary, alter, or extend any of the provisions of **your** policy. None of these Endorsements increase the limits of coverage shown on the Declaration Page(s) unless specifically stated in the Endorsement. All definitions, duties, exclusions, limitations, general provisions, and conditions apply unless specifically modified by the language in the pertinent Endorsement.

END HF00001-P001
INFLATION PROTECTION

 When END HF00001-F001 is shown on the Declaration Page(s), **we** will increase the amount of insurance for SECTION I COVERAGE A - DWELLING, and COVERAGE C - PERSONAL PROPERTY by the annual inflation percent of construction costs which is added at the end of each twelve (12) month period of **your** policy. The percentage is determined by the method **we** filed with the Missouri Department of Insurance. This amount is included in the amounts of coverage shown on the Declaration Page(s).

END HF00001-P002 ACTUAL CASH VALUE ROOF DAMAGE SETTLEMENT

When endorsement END HF00001-P002 Actual Cash Value Roof Damage Settlement is shown on the Declaration Page(s), any covered loss to the roof of the **dwelling** or other structure listed on the Declaration Page(s) will be on an Actual Cash Value basis as stated in Conditions - Section I, paragraph 2.a.

END HF00001-P003 INCREASED LIMIT OF PERSONAL PROPERTY AWAY FROM PREMISES

When END HF00001-P003 is shown on the Declaration Page(s), the limit of insurance for personal property away from the **insured premises** is increased to the amount shown on the Declaration Page(s) for END HF00001-P003.

END HF00001-P004 LOSS ASSESSMENT COVERAGE

When END HF00001-P004 is shown on the Declaration Page(s), **we** will pay **your** share of any assessment levied against all members of a property owners association by the association in accordance with its governing rules if the assessment is necessary because of:

 A direct loss to property collectively owned by the association members caused by perils we insure against, or

An occurrence to which Section II of this policy applies, or
 Liability for an act of a director, officer, or trustee elected by the

association, members if acting in the capacity as a director, officer, or trustee and without deriving any income from the performance of duties exclusively on behalf of the association.

We will pay no more than the Limit of Liability stated on the Declaration Page(s). But, **we** will not pay more than \$1,000 for any portion of such special assessment resulting from a deductible in the insurance to the Condominium Association.

We will pay your assessment minus \$250. No other policy deductible applies.

END HF00001-P005

1980 **VENDOR'S SINGLE INTEREST**

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1985 1986 When END HF00001-P005 is shown on the Declaration Page(s) we will provide coverage to the mortgagee shown on the Declaration Page(s), who is the lien holder on your manufactured home, for losses which occur during the policy period and result from the following:

1987 1988 1989

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Collision, Upset, and Overturn - which means sudden, accidental, and direct loss to the manufactured home caused by collision, upset, and overturn while the manufactured home is being moved from one place to another. Collision which damages only wheels, tires, axles, and running gear is not covered.

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We do not pay for: 2021

- 2. Alteration – which means deliberate damage caused by you to the manufactured home or substantial changes in its structure with the
- intention of reducing its value without permission of the lien holder or the manufactured home dealer. 3. Conversion - which means transfer of ownership without permission of the lien holder, if the lien holder is not successful in
- an effort to recover possession of the manufactured home or its missing parts.
- 4. Concealment - which means withholding or hiding manufactured home.

ADDITIONAL COVERAGES

If the manufactured home is repossessed by or on behalf of the lien holder or manufactured home dealer, we will pay the lien holder or manufactured home dealer for an amount equal to the expense of transporting the manufactured home from the place of repossession to the nearest of the following:

- The place where it was sold by the lien holder or manufactured home 1. dealer, or
- The nearest business location of the lien holder or manufactured home 2. dealer.

Repossession Expense applies only to the expense of returning the entire manufactured home, but not the expense of returning only separated parts, equipment, or accessories.

DEDUCTIBLE

\$500 will be deducted from the amount of loss in each claim for covered loss or damage.

ADDITIONAL EXCLUSIONS

Conversion of attached property originally provided with the manufactured home including furniture (not appliances), drapes, 2023 curtains, and bedding.
2024 • Expense of returning s
2025 • Damage resulting from
hard usage.
2027 • Gas bottles, fuel tank

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- Expense of returning separate parts, equipment, or accessories.
- Damage resulting from neglect, omission to act, wear and tear, or hard usage.
- Gas bottles, fuel tanks, pumps, steps, skirting, porches, decks, awnings, carports, and any other addition to the manufactured home after its original manufacture.
- Loss resulting from the fraudulent actions of the lien holder, its employee(s), or agents.

CONDITIONS - SECTION I

WHAT YOU SHALL DO IN CASE OF LOSS

In addition to the WHAT YOU SHALL DO IN CASE OF LOSS provisions in the policy, the lien holder must, at the lien holder's expense, use every reasonable effort, including litigation, until settlement of the loss to:

- 1. Secure, protect, and preserve the manufactured home from loss.
- 2. Locate the policyholder, the manufactured home, and any missing parts.
- 3. Declare the loan in default.
- 4. Repossess the manufactured home promptly.
- 5. Collect all amounts due.

The lien holder must give **us** as part of the loss notice, the following:

- An inspection report prepared at the time of repossession describing the condition of the manufactured home and a detailed list of missing parts.
- Manufacturer's invoice.
- Documents which detail the lien holder's efforts to locate missing parts.
- 4. Retail sales contract and credit application.
- All evidence showing how the manufactured home was equipped when sold.
- 6. Summary of collection efforts.
- 7. Statement from the law enforcement agency to which the lien holder gave prompt notice of loss.

SETTLEMENT AND VALUATION

In addition to the Settlement and Valuation provisions of the policy, the amount of the lien holder's interest in any loss from **alteration**, **conversion**, or **concealment** is measured by the unpaid balance not more than sixty (60) days past due, less:

- a. Unearned interest, insurance, finance and other carrying charges computed as of the date of claim.
- b. Penalties or other charges which have been added to the

	The mane me developed announced the remaining took places.
2070	1. The lien transaction was entered into in accordance with normal
2071	and usual credit standards.
2072	2. The lien instrument, at the time executed, was legally enforceable
2073	and created a valid security interest for the lien holder.
2074	3. At the date this coverage came into effect, no payment was more
2075	than thirty (30) days past due.
2076	4. The insured has defaulted in payment.
2077	5. Written notice of the claim has been given to us within thirty (30)
2078	days after repossession has occurred.
2079	Failure to provide notice of the claim, within the specified time, may result in
2080	the denial of any insurance coverage otherwise available if we can establish
2081	that our rights have been prejudiced by the lack of such notice or
2082	information.
2083	NEGLECT

unpaid balance after the loan was finalized.

LIEN TRANSACTION. LATE OR DEFAULT IN PAYMENT NOTICE

We have no coverage unless the following took place:

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We will, at any reasonable time, be allowed to examine the lien holder's books, records, and files to determine facts relating to a claim under this coverage.

No act or neglect of any insured will impair the protection we provide to the lien

OUR RIGHT TO RECOVER PAYMENT

We waive the right to recover any payment made under this coverage from you.

SETTLEMENT WITH SELLING DEALER

Settlement of loss may be made with the selling dealer when the lien holder's interest has been satisfied under a repurchase agreement.

END HF00001-P006 SCHEDULED PERSONAL PROPERTY

When HF00001-P006 is shown on the Declaration Page(s), the deductible shown within the HF00001-P006 schedule will apply to this coverage.

The following outline the classifications indicated on the Schedule shown on the Declaration Page(s):

- 1. Jewelry, as scheduled.
- 2. Furs and garments trimmed with fur or consisting principally of fur, as scheduled.
- Cameras, projection machines, video equipment, computers, films, and related articles of equipment, as scheduled.
- 4. Musical instruments and related articles of equipment, as

2109 scheduled.

- Silverware, including goldware and pewterware, but excluding pens, pencils, flasks, smoking implements, or jewelry.
 - Sporting equipment, including golf clubs, golf clothing, golf equipment, golf carts, and fishing equipment, as scheduled.
 - 7. Fine art(s), as scheduled. This premium is based on your statement that the fine art(s) insured is located at the Location of Insured Premises shown on the Declaration Page(s). New Acquisitions: If you acquire during the term of this endorsement other objects of art, the provisions of this endorsement will apply for the Actual Cash Value of the objects but not more than 25% of the amount of the insurance scheduled for fine art(s), PROVIDED the insured reports such additional objects within ninety (90) days from the date acquired and pays additional
 - 8. Radio. TV antenna, or satellite dish or antenna, as scheduled.
 - Postage stamps, including due envelope, official revenue, match and medicine stamps, covers, locals, reprints, essays, proofs, sports cards and other philatelic property, including their books, pages, and mountings, owned by or in custody or control of you.
 - 10. Rare and current coins, metals, paper money, bank notes, tokens of money, and other numismatic property, including coin albums, containers, frames, cards, and display cabinets in use with such collection, owned by or in the custody or control of you, as scheduled.
 - 11. Hunting equipment, including guns and bows, as scheduled.
 - 12. Lawn and Garden Equipment, as scheduled.

premium from the date acquired.

- 13. Medical Equipment including dentures, wheelchairs, insulin pumps, hearing aides, prosthetic devices, and similar equipment, scheduled as Medical Equipment on the Declaration Page(s).
- 14. Miscellaneous Items as scheduled.

ADDITIONAL ACQUIRED PROPERTY

The following applies only to jewelry, furs, cameras, and musical instruments when such property is scheduled under this coverage:

We cover additionally acquired property for an amount not to exceed twenty-five percent (25%) of the amount of insurance for that class of property or \$10,000, whichever is less, if **you** report the acquired property to **us** within thirty (30) days of acquisition and pay the additional premium from the date acquired.

PERILS INSURED AGAINST

We cover sudden, accidental, and direct loss to scheduled property.

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EXCLUSIONS In addition to the exclusions listed in GENERAL EXCLUSIONS - APPLICABLE TO ALL PERILS, we do not cover:

radioactive contamination, or any consequence of any of these. Loss

caused by nuclear action is not considered loss by perils of Fire,

Explosion, or Smoke. Sudden, accidental, and direct loss by fire

NUCLEAR HAZARD, meaning nuclear reaction,

resulting from nuclear action is covered.

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As to Fine Art(s): Damage caused by any repairing, restoration, or retouching Breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, wind-storm, earthquake, flood, explosion, malicious damage, collision, derailment, or overturn of conveyance.

radiation.

- o Loss to property on exhibition at fairgrounds or on the premises of any national or international exposition unless the premises are specifically described on the schedule.
- As to Postage Stamps or Rare and Current Coin Collections:
 - o Fading, creasing, denting, scratching, tearing, thinning, transfer of colors, inherent defect, dampness, extremes of temperature, gradual depreciation, damage sustained from handling, or while being actually worked upon.
 - o Mysterious disappearance of individual stamps, coins, or other articles insured unless specifically scheduled with a definite amount set opposite their description, or if not specifically scheduled unless mounted in a volume and the page to which they are attached is also lost.
 - o Loss of or damage to property in the custody of transportation companies or shipments by mail unless by registered mail.
 - o Theft from any unattended motor vehicle except while being shipped by registered mail.
 - Loss of or damage to any property described herein which is not an actual part of a stamp, money, or numismatic collection.

ADDITIONAL CONDITIONS

Fine Art(s): If fine art(s) are covered, **you** agree that the fine art(s) 1. insured will be packed and unpacked by competent packers.

We will not be liable for more than the amount set opposite the respective articles covered, which amount is agreed to be the value of the article.

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In the event of the total loss of any article or articles which are a part of a set, **we** agree to pay **you** the full amount of the value of the set specified in the schedule, and **you** agree to surrender the remaining article or articles of the set to **us**.

- Sporting Equipment: If golfer's equipment is covered, we will also cover other clothing of yours while contained in any locker when you are playing golf.
 - Golf balls are covered only against loss by fire or burglary, if there are physical marks of forcible entry into the locker, room, or structure.
- Musical Instruments: If musical instruments are covered, you agree that loss to scheduled property while you are using that property for business purposes will not be paid.
- 4. Postage Stamps or Rare and Current Coin Collection— Unscheduled Property Only: If a stamp or a coin collection that is not specifically scheduled is covered, in the event of loss or damage, the amount pay-able will be determined as follows:
 - **a. We** will not be liable for more than the **market value** of the property at the time of loss, but not more than \$1,000 on unscheduled numismatic property and not more than \$250 for any one stamp, coin, or other individual article or any one pair, strip, block, series, sheet, cover, frame, or card.
 - b. We will not be liable for a greater proportion of any loss on property not specifically scheduled than the total sum insured on such unscheduled property bears to the market value at the time of loss.
- 5. Settlement and Valuation: **We** will not pay for more than:
 - a. If the Declaration Page(s) states that this policy is an Actual Cash Value policy, then the most we will pay will be the lesser of:
 - (1) The difference in **market value** before and after the loss:
 - (2) Replacement Cost less depreciation
 - (3) The limit of liability as scheduled on the Declaration Page(s);
 - (4) The amount of **your** insurable interest in the property;
 - (5) Any applicable coverage limitation on the property as set forth in this policy.
 - b. If the Declaration Page(s) states that this is a replacement cost policy, then, until **you** complete repair or replacement of the property, the most **we** will pay will be the lesser of:

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the insured premises.

(1) The difference in **market value** before and after the loss:

(4) Any applicable coverage limitation on the property as set

If you complete repair or replacement of the damaged

property at the same location and make a repair or

replacement cost claim within 180 days of the original loss

(1) The amount spent to repair or replace the damaged

(2) The amount it would take to repair or replace the

property, with like kind and quality but not necessarily

identical or matching materials, at the same location as

(2) The limit of liability which pertains to the coverage:

forth in this policy.

or stolen property;

(3) The limit of liability.

(3) The amount of **your** insurable interest in the property.

c. If you have a partial loss caused by fire, then you have an option to have us repair the property, the cost not to exceed the amount written in the policy, so that the property shall be

in as good a condition as before the fire.

This condition (5.) does not apply to fine art(s).

settlement, then we will pay the lesser of:

- 6. Loss Clause: The amount of insurance under this coverage will not be reduced except for total loss of a specifically scheduled item. Any unearned premium that applies to such item will be refunded to **you** or applied to the premium due on item(s) replacing those on which the claim was paid.
- 7. Pair or Set Clause: In case of loss of or damage to property specifically described in the schedule as a pair or set, we may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the market value of the property before and after the loss.
 - This condition (7.) does not apply to fine art(s).
- Parts: In case of loss or damage to any part of property covered, consisting of several parts when complete, we will pay only for the value of the part lost or damaged.
- Territorial Limits: We cover the described property wherever it may be located. But we cover described fine art(s) only while within the United States and Canada.

END HF00001-P007 WEIGHT OF ICE, SNOW, OR SLEET

When END HF00001-P007 is shown on the Declaration Page(s) we cover

2281 sudden, accidental and direct loss caused by weight of ice, snow, or sleet to other 2282 structure(s) listed on the Declaration Page(s), or property contained in the other 2283 structure(s) if the policy provides coverage for Personal Property (Coverage C). 2284 2285 There is no coverage for a loss which occurs or is in progress within the first three 2286 (3) days of the original effective date of this Endorsement. 2287 2288 END HF00001-P008 2289 VANDALISM OR MALICIOUS MISCHIEF COVERAGE 2290 2291 When END HF00001-P008 is shown on the Declaration Page(s) the peril of 2292 Vandalism or Malicious Mischief is an additional covered peril, subject to the 2293 limitations included within this endorsement and the GENERAL EXCLUSIONS -APPLICABLE TO ALL PERILS AND FORMS OF COVERAGE. 2294 2295 2296 Upon discovery of vandalism or malicious mischief damages, you must notify 2297 local law enforcement within 24 hours for coverage to apply. 2298 2299 This peril does not include: 2300 a. loss to property on the insured premises if the dwelling has been vacant 2301 or unoccupied for more than sixty (60) consecutive days immediately before 2302 the loss. For the purpose of this peril, a dwelling under construction is not 2303 considered vacant or unoccupied. 2304 b. loss committed by a tenant of the dwelling. 2305 2306 END HF00001-P009 FLAT ROOF RESTRICTION 2307 2308 2309 When END HF00001-P009 is shown on the Declaration Page(s) the following 2310 section of the policy is amended as follows: 2311 2312 SECTION I 2313 GENERAL EXCLUSIONS - APPLICABLE TO ALL PERILS 2314 2315 23. Water damage, meaning: (Paragraph d. is added) 2316 2317 d. Water, rain, ice, sleet or snow which exerts pressure 2318 on, or flows, seeps or leaks through any portion of any 2319 flat roof, or where any wall, roof, chimney, or other part 2320 or portion of the building, adjoins the flat roof, unless 2321 the direct force of windstorm or hail creates an opening

through which precipitation enters.

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2324	Except for the addition of paragraph d. to number 23. as noted above in this			
2325	endorsement, all other terms of exclusion number 23. remain the same.			
2326				
2327	END HF00001-F001			
2328		FARM LIABILITY		
2329				
2330	When the Declaration Page(s) shows END HF00001-F001 - Farm Liability, the			
2331	following language has been changed:			
2332	1.	Within the definition section, Business, Insured Premises, and		
2333		Residence Employee are changed in the policy.		
2334	2.	Within the Exclusions in the Liability section - Coverage F - the		
2335		Livestock exclusion and the Custom Farming exclusion is changed in		
2336		the policy.		
2337				
2338		END HF00001-F002		
2339		LIVESTOCK EXTENSION		
2340				
2341	When E	ND HF00001-F002 is shown on the Declaration Page(s), livestock are		
2342	covered	for the following additional perils:		
2343	a.	Accidental Shooting: Except by any insured, any relative, any		
2344		farm employee, or any resident of the insured premises.		
2345	b.	Drowning from External Causes: Except drowning of poultry.		
2346		Swine under thirty (30) days old are not covered.		
2347	C.	Attack by Dogs or Wild Animals: Except loss as the direct or		
2348		indirect result of flight is not covered.		
2349	d.	Collapse of structures, bridges, and culverts.		
2350	e.	Electrocution of livestock from artificially generated electrical		
2351		current.		
2352	f.	Collision, Upset and Overturn of a motor vehicle or machinery.		
2353				
2354		END HF00001-F003—MACHINERY EXTENSION		
2355				
2356	When E	END HF00001-F003 is shown on the Declaration Page(s), Machinery is		
2357	covered for Broad Coverage and collision, upset, and overturn.			
2358				
2359		END HF00001-F004		
2360		GRAIN AND FEED EXTENSION		
2361				
2362	When E	ND HF00001-F004 is shown on the Declaration Page(s), any Grain and		
2363	Feed covered under this policy are covered for Broad Coverage.			
2364		, ,		
2365		END HF00001-F005		

FOREIGN OBJECTS IN MACHINERY

2367 2368 When END FH00001-F005 FOREIGN OBJECTS IN MACHINERY is shown on 2369 the Declaration Page(s): 2370 Section 1, COVERAGE E-FARM PERSONAL PROPERTY is modified as 2371 follows: 2372 Under Perils insured against with respect to Coverage E: 2373 Number 2. is deleted and replaced with the following: 2374 2375 2. Machinery is covered for Basic Coverage as shown in the policy. 2376 Collision, Upset, and Overturn are not covered perils unless END 2377 HF00001-F003 MACHINERY EXTENSION is shown on the 2378 Declaration Page(s). Sudden and accidental direct physical loss or 2379 damage caused by or resulting from foreign objects picked up and 2380 taken into the machinery is not covered unless END HF00001-2381 F005 Foreign Objects in Machinery is shown on the Declaration 2382 Page(s). 2383 2384 Under GENERAL EXCLUSIONS - APPLICABLE TO ALL PERILS 2385 For purposes of this coverage only, Exclusion 36. is replaced with the following: 2386 36. Machinery colliding with the ground or rocks on the ground, 2387 whether or not this policy includes END HF00001-F003. However, 2388 this exclusion does not apply to glass breakage. We will pay for 2389 sudden and accidental direct physical loss or damage caused by or 2390 resulting from foreign objects picked up and taken into the 2391 machinery. 2392 END HF00001-F006 2393 2394 CUSTOM FARMER'S EQUIPMENT 2395 2396 When END HF00001-F006 is shown on the Declaration Page(s), END HF00001-2397 F003 Machinery Extension is added for the specifically identified machinery 2398 shown on the Declaration Page(s) under END HF00001-F006—Custom Farmer's 2399 Equipment. 2400 The following Sections of the policy are amended as follows: 2401 2402 COVERAGE E - FARM PERSONAL PROPERTY 2403 PROPERTY NOT COVERED 2404 We do not cover with respect to Coverage E: 2405 Number 2. is amended as follows: 2406

Machinery:

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a. While beyond a 100-mile radius of the insured premises

2410	when used in custom farming. If END HF00001-F006 -
2411	CUSTOM FARMER'S EQUIPMENT is shown on the
2412	Declarations Page(s) this exclusion 2. a. does not apply to
2413	the specifically identified machinery listed on the Declaration
2414	Page(s) for this endorsement.
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2416	EXCLUSIONS - SECTION II
2417	Number 22. is amended as follows:
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2419	22. Bodily injury or property damage arising out of custom
2420	farming, however, if the Declaration Page(s) shows END
2421	HF00001-F001 – Farming Liability Coverage, custom
2422	farming conducted within a 250-mile radius from the
2423	insured premises is covered.
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2426	END HF00001-F007
2427	FARM-RELATED BUSINESS COVERAGE
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2429	When END HF00001-F007 is shown on the Declaration Page(s), the following
2430	portions of the policy are amended as follows:
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2432	DEFINED WORDS
2433	The definition of business in the policy will not mean the business identified
2434	within END HF00001-F007 on the Declaration Page(s).
2435	
2436	EXCLUSIONS - SECTION II
2437	The following exclusions are added to EXCLUSIONS - SECTION II of your
2438	policy:
2439	 Bodily injury to any employee injured arising out of and in the
2440	course of employment for the specified business shown in
2441	End HF00001-F007, or any other business .
2442	 Bodily injury or property damage arising from any stated or
2443	implied warranty associated with the products or services
2444	provided by the specified business shown in End HF00001-
2445	F007.
2446	 Property damage to products sold by the specified business
2447	shown in End HF00001-F007.
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2449	END HF00001-F008
2450	INCREASED POLLUTION COVERAGE
2451	LIMIT OF LIABILITY
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When END HF00001-F008 is shown on the Declarations Page(s), the following portions of the policy are amended as follows:

LIABILITY COVERAGES - SECTION II

ADDITIONAL COVERAGE

Paragraph 4. LIMITED POLLUTION COVERAGE is deleted and replaced with the following:

As respects Pollution, **our** limit of liability from all damages arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any water course or body of water, including the cost of equitable relief, **bodily injury**, **property damage**, remediation and cleanup cost will not exceed \$100,000 for any one **occurrence**, nor more than \$100,000 during any twelve (12) month policy period.

If the Declaration Page(s) show END HF00001-F001—FARM LIABILITY Coverage, \mathbf{we} cover:

- a. Crop, plant, or tree damage resulting from the accidental aboveground contact with herbicides, pesticides, fungicides, and fertilizers caused by the application of the same which results in actual damages sustained within one growing season of the application.
- b. Bodily injury resulting from the accidental above-ground contact with herbicides, pesticides, fungicides, and fertilizers caused by the application of the same which results in medical treatment within one year (365 days) of the application.

The limit of coverage for a. and b. above:

- A. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed \$100,000 for any one **occurrence**, nor more than \$100,000 during any twelve (12) month policy period.
- B. For **bodily injury** or **property damage** resulting from activities occurring on any **insured premises** is the limit of liability shown on the Declaration Page(s)

However, this endorsement INCREASED POLLUTION COVERAGE will not increase **our** total limit of liability.

END HF00001-F009 FARM CARGO LIABILITY

When END HF00001-F009 is shown on your Declaration Page(s), this

Endorsement covers **your** legal liability as a common or contract carrier under tariff documents, bills of lading, or shipping receipts issued by **you** for sudden, accidental, and direct loss to **farm products** in transit, while loaded for shipment in or on any **motor vehicle**(s) owned by **you** and operated by **you** or a **farm employee**(s) anywhere within the continental United States (except Alaska) and Canada. Losses occurring elsewhere will not be covered under this Endorsement.

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The following portions of your policy are amended as follows:

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ADDITIONAL EXCLUSIONS

The following additional exclusions apply:

We do not cover:

- Loss or damage to any shipment in or on any motor vehicle under your control after such motor vehicle has remained at any dock, depot, station, or terminal for more than seventy-two (72) hours after arrival of the motor vehicle at such location.
- Loss caused by your neglect to use all reasonable means to save and preserve the property at and after any covered loss.
- Loss caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence or disorder.
- Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.
- Loss of or injury to livestock, except against accident causing death or rendering death necessary.
- Freight charges, except such charges that were earned prior to the acceptance of the shipments insured under this Endorsement and for which you are legally liable.
- Loss caused by shifting of load, poor packing or rough handling, for loss caused by breakage or by contact with oil or grease or any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.
- Breakage of eggs.
 - Collision caused:
 - By coming in contact with any portion of the roadbed.
 - By striking the rails or ties of street, steam, or electric railroad.
 - By coming in contact with any stationary object while backing for loading or unloading purposes.
 - By the coming together of truck and trailer during coupling or

uncoupling. By collision of the covered property with another object

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while in the ordinary course of transportation. All claims for loss, damage, or expense caused by wear and tear from ordinary handling due to the mode of transportation.

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INSPECTION OF RECORDS

CONDITIONS SECTION II

2. LIMITS OF LIABILITY

(Paragraph c. is added)

c. As respects END HF00001-F009 our liability for covered loss to shipments while loaded in or on any one motor vehicle will not exceed the amount shown on the Declaration Page(s) for each motor vehicle. Our aggregate limit of liability for all covered losses resulting from any one occurrence will not exceed the amount shown on the Declaration Page(s) for each occurrence.

GENERAL CONDITIONS APPLYING TO SECTION I AND SECTION II The following additional conditions are added to **your** policy:

SUBSTITUTION CLAUSE

If any motor vehicle owned by you is withdrawn from normal use because of sale, breakdown, repair, loss, or destruction, the limit of liability applying to such motor vehicle under this Endorsement will apply to any other motor vehicle operated by you or a farm employee(s) and substituted for such motor vehicle, provided the substitution is reported to us as soon as practicable (but in any event, within thirty [30] days from the date of substitution) and additional premium is paid thereon as required by us.

REIMBURSEMENT

Should we pay a loss or losses in compliance with any special provision required by law or legal regulations or by the Interstate Commerce Commission, any Public Service Commission, Public Utilities Commission, Corporation Commission, or Railroad Commission for which we were not liable under the terms of the policy, you agree to reimburse us to the full extent of such payments, plus any additional expense incurred.

STATUTORY ENDORSEMENTS

This Endorsement is issued in contemplation of the possible addition of provisions to effect compliance by you with statutes regulating your business. No such provision will be valid for any purpose unless required for mandatory or permissive compliance with terms of the statute actually applicable to you at the time of loss.

We have the right to inspect and copy your books, accounts, and records with reference to any claims for loss to which this Endorsement may apply, including those required to be kept by you under any statute, or under any rule or regulation of any state, federal authority, or agency. Such records will be open to inspection at reasonable times by any of our authorized representatives.

 EQUINE BUSINESS LIABILITY COVERAGE

COVERAGE FOR THE BOARDING OF HORSES OR HORSES IN THE CARE, CUSTODY, AND CONTROL OF AN INSURED

END HF00001-F010

When END HF00001-F010 is shown on the Declaration Page(s), the following portions of the policy are amended as follows:

DEFINED WORDS

- The following definitions are added:
- **Equine**—means horses, donkeys, and mules.
- Racing—means the sport of engaging in contests of speed with equine.
- **Riding**—means to sit or travel on the back of **equine** while controlling or attempting to control the **equine's** motions. Riding is not allowed by anyone without the consent or permission of an **insured**.
- **Training**—means the act or process of exercising, disciplining, or educating **equine** to ride or to cart.

For purposes of this endorsement the term "business does not mean" in the Defined Words section has been expanded to include:

- 3. Riding by others of boarded equine,
- 4. Boarding or breeding of non-owned **equine**,
- 5. Care, custody, and control of boarded **equine**,
- 6. Judging or officiating equine-related competitions or events,
- 7. Training equine.

INSURING AGREEMENT

Subject to all terms within this endorsement **we** agree that coverage is provided for death, injury, and theft of **equine** in the care, custody, and control of an **insured**. Coverage is also extended to provide **bodily injury** and **property damage** for liability arising out of the use and occupancy of the described premises to board, breed, or train **equine**.

This coverage is subject to the Annual Aggregate Limit and the Per **Equine** Limit shown in this endorsement. Also, this coverage is subject to all the exclusions and conditions otherwise applicable to Section II – Farm and Personal Liability

unless amended by the terms of this endorsement.

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This coverage for the boarding of **equine** in the care, custody, and control of an **insured** applies only:

. To death, injury or theft of **equine you** do not own in **your** care, custody, and control for which **you** are legally liable; and

2632 2633 2634 While the equine are at an insured premises or are temporarily in transit to or from an insured premises for purposes of breeding, veterinarian services, training, showing, or boarding arising from the negligence of the insured.

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It is further agreed this insurance does not apply to:

- 1. Mysterious disappearance of equine:
- 2. Death, injury, or theft of **equine** caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
 - a. An **insured**:
 - b. Others who have an interest in the equine;
 - c. Others to whom you entrust the equine;
 - Partners, officers, directors, trustees, or joint venturers, or your members or managers if you are a limited liability company; or
 - e. The farm employee of (a), (b), (c), or (d) above, whether or not they are at work. This exclusion does not apply to negligent acts that result in the death or injury of **equine** by such farm employee(s) of (a), (b), (c), or (d) above, but **we** do not cover theft by such farm employee.
- Death, injury, or theft of equine used for any purpose not intended by the owner;
- Death, injury, or theft of equine due to seizure or destruction under quarantine, customs regulations, confiscation of contraband, or illegal transportation or trade;
- Death or injury of equine arising out of professional care or treatment by veterinarians, veterinary assistants, farriers, or any person providing veterinary care or medication;
- 6. Liability assumed by an **insured** under a contract or agreement;
- Death, injury, or theft of equine that occurs in the course of transportation by air or water;
- 8. Theft of **equine** due to unauthorized instructions to transfer **equine** to any person or to any place;
- Theft of equine due to voluntary parting with possession of equine
 if you or any other insured is induced to do so by trick, scheme, or
 device or through fraud or false pretense.
 - This includes the acceptance of:

- 2668 a. Counterfeit money or fraudulent post office or express money orders;
 2670 b. Checks or promissory notes that are not paid upon
 - b. Checks or promissory notes that are not paid upon presentation; or
 - c. Credit cards that are illegally obtained and/or used; or
 - 10. Loss of earnings or projected future income.

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EXCLUSIONS - SECTION II

The following Section II exclusions are added to your policy:

- Bodily injury to any employee injured arising out of and in the course of employment for the equine activities.
- Bodily injury or property damage arising from any stated or implied warranty associated with the products or services provided by the equine operations.
- Property damage to products sold by the equine operations.
- Bodily injury or property damage due to equine being ridden in any prearranged race, competitive speed or other contest, or preparation or training for a race, speed or other contest.
- Bodily injury or property damage arising out of hauling equine for hire; however, transportation incidental to boarding or breeding these boarded equine is covered.
- **Bodily injury** or **property damage** for which an **insured** is obligated to pay as a result of giving **riding** lessons.
- Bodily injury to any person who receives remuneration from the insured while practicing for or participating in any club meets, races, or other contests.
- Bodily injury or property damage arising out of the use and occupancy of the described premises for riding instruction, rental equine, or rodeos;
- Bodily injury or property damage arising out of the use and occupancy of the described premises for equine sales or auctions, veterinary stables, dude ranches, and racing stables;
- **Bodily injury** or **property damage** due to **equine** being ridden without the express permission of the named insured.

Exclusion #15 under EXCLUSIONS – SECTION II does not apply to coverage provided under END HF00001-F010 – Equine Business Liability Coverage only.

AGGREGATE PER EQUINE LIMIT

An Annual Aggregate of \$25,000 is the most **we** will pay for death, injury, or theft of all **equine** for each consecutive 12-month period beginning with the

2711 inception date of this endorsement. 2712 2713 The Annual Aggregate Limit also applies separately to any remaining policy 2714 period of less than 12 months. 2715 2716 A Per **Equine** Limit of \$5,000, subject to the Annual Aggregate Limit, is the 2717 most we will pay for the death, injury, or theft of a single equine. 2718 2719 Any insurance we provide under this coverage, shall be excess over any 2720 other similar collectible insurance, whether primary, excess, or contingent for 2721 non-owned equine under the care, custody, and control of the insured. 2722 2723 CONDITIONS - SECTION II 2724 With respect to the coverage provided by this Endorsement, the following 2725 additional conditions are added to CONDITIONS - SECTION II: 2726 •NORMAL HEALTH 2727 You agree that equine in your care, custody, and control are in 2728 normal health and are not receiving veterinary care for any: 2729 Illness: 2730 Disease: 2731 Lameness: 2732 Injury; or 2733 Physical disability. 2734 •VETERINARY TREATMENT: 2735 If equine in your care, custody, and control is injured, you 2736 agree to immediately: 2737 Secure the services of a licensed veterinarian to treat the injury; 2738 Give the proper care to the equine; and 2739 Use every possible means to save the equine. 2740 Any expenses incurred in securing veterinary treatment and in 2741 giving proper care to the equine are solely your responsibility. 2742 • DEATH OF **EQUINE** 2743

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You agree to have two postmortem exams conducted by qualified veterinary surgeons immediately upon the event of death of equine in your care, custody, and control. Any postmortem or related expenses incurred are solely your responsibility.

END HF00001-L001 PERSONAL INJURY COVERAGE

When endorsement END HF00001-L001 is shown on the Declaration Page(s), you have PERSONAL INJURY COVERAGE. This coverage will share the same limit of liability as Coverage F - Personal Liability. All definitions, duties, exclusions,

limitations, general agreements, provisions, and conditions of the policy apply to this coverage unless specifically modified in this endorsement.

If the Named Insured shown on the Declaration Page(s) is not a person, then this endorsement applies only to those persons listed as a Designated Representative on the Declaration Page(s), or an Additional Insured shown on the Declaration Page(s), while acting on behalf of the Named Insured.

The insurance provided by this Endorsement END HF00001-L001 for the claims referenced herein is the only insurance coverage applicable under the policy for such claims.

Personal Injury—means injury arising out of one or more of the following offenses:

- a. False arrest, detention, or imprisonment, or malicious prosecution;
- b. Libel or slander, defamation of character, or violation of a person's right of privacy; or
- c. Wrongful entry or eviction, or other invasion of the right of private occupancy.

Occurrence – means an unintended accident, including continuous or repeated exposure to substantially the same general conditions, which causes personal injury during the policy period. All exposures to substantially the same general conditions will be considered as arising out of one occurrence.

If claim is made or suit is brought against **you**, or a Designated Representative shown on the Declaration Page(s), or an Additional Insured shown on the Declaration Page(s) while acting on behalf of the Named Insured, for **personal injury** caused by an **occurrence** to which this endorsement applies, **we** will:

- Pay up to our limit of liability for the damages which you or a
 Designated Representative shown on the Declaration Page(s) or
 an Additional Insured shown on the Declaration Page(s) while
 acting on behalf of the Named Insured, is legally liable. Any prejudgment interest is included within the limit of liability. Any postjudgment interest is included within the limit of liability, unless we
 chose to appeal any judgment.
- Provide a defense at our expense by counsel of our choice. We
 may investigate and settle any claim or suit that we decide is
 appropriate. Our obligation to settle or defend ends when any
 payments made by us either by settlement, satisfaction of
 judgment or interpleader equal our limit of liability.

This insurance only provides coverage for **personal injury** that occurs during the policy period.

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Unless specifically stated otherwise, we will pay, in addition to our limit of liability: SETTLEMENT EXPENSES

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- All costs we incur in the settlement of a claim or defense of a suit.
- b. Premiums on bonds required in a suit we defend. But, we will not pay the premium for the portion of a bond amount that is greater than our limit of liability. Notwithstanding a. above, we have no obligation to apply for or furnish bonds.
- c. Loss of earnings up to \$100 a day, but not other income, when we ask you to help us investigate or defend any claim or suit.
- d. Other reasonable expenses incurred at **our** request.

EXCLUSIONS:

We do not cover:

- Personal Injury arising out of the operation, possession, ownership, repair, maintenance, use, negligent entrustment or negligent supervision of aircraft, motor vehicles or watercraft, owned or operated or used by or rented or loaned to any insured.
- Personal injury arising out of the rendering or failing to render professional services.
- 3. Personal injury arising out of business pursuits of any insured.
- Personal injury arising out of any premises owned, rented, or controlled by any insured which is not an insured premises.
- Personal injury expected or intended by any insured even if the resulting personal injury is of a different kind, quality or degree than initially expected or intended, or is sustained by a different person, entity, or real or personal property, than initially expected or intended.
- 6. **Personal injury** arising out of war (declared or un-declared), civil war, insurrection, rebellion, or revolution.
- Personal injury which arises out of the transmission of a sexual or communicable disease by any insured.
- Personal injury consisting of, arising from or out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, exposure to, or escape of asbestos, lead paint, lead, smoke, vapors, soot, fumes, acids, alkalis, toxic

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2880 2881 2882 chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, fungi or mold, rot, or other toxic materials or substances whether gradual or sudden.

This exclusion includes but is not limited to the following:

- a. The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of items listed above;
- Any supervision, instruction, disclosures, or failures to b. disclose, recommendations, warnings, or advice given, or that allegedly should have been given, in connection with personal injury consisting of, arising out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly, items listed in paragraph (8.) above, or the activities described in (8 a.) above;
- Any obligation to share damages, losses, costs, payments C. or expenses with or repay someone else who must make payment because of such personal injury, damages, loss, cost, payment, or expense; and
- d. Liability imposed upon any insured by any governmental authority for personal injury consisting of, arising out of, caused by, contributed to, aggravated by, or resulting from, whether directly or indirectly the items listed above.
- 9. Personal injury arising out of sexual molestation or sexual harassment by any insured.
- 10. Personal injury arising out of any illegal or criminal act of any insured whether or not such insured is actually charged with a crime for the act.
- 11. Personal injury arising out of the intentional or negligent misrepresentation or non-disclosure of any material fact related to the sale, or attempted sale, of property owned by any insured.
- 12. Liability assumed under, or arising from breach of, an oral or written contract or agreement.
- 13. Punitive or exemplary damages.
- 14. **Personal injury** arising out of the conduct of a partnership, joint venture, limited liability company (LLC), corporation, trust or other entity of which any insured is a partner, member, or participant and which is not shown as a Named Insured or an Additional Insured on the Declaration Page(s).
- 15. **Personal injury** arising from infringement of a patent(s), copyright, trademark, or trade secret.
- 16. **Personal injury** arising out of an electronic chat room, bulletin board, facebook, twitter, myspace, or other electronic social media done by or at the direction of any insured with the knowledge of its falsity or made prior to the effective date of this

2883 coverage.

2884 17. **Personal injury** arising out of the unauthorized use of, or access to, another's product, information, or service.

2886 18. **Personal injury** arising out of the designing or determining of the content of internet websites or web applications.

2888 19. **Personal injury** arising out of an offense directly or indirectly.

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- 19. **Personal injury** arising out of an offense directly or indirectly related to employment by any **insured**.
- Personal injury arising out of any paid public or civic activities of any insured.
- 21. Personal injury resulting from oral or written publication of material done by or at the direction of any insured with the knowledge of its falsity or made prior to the effective date of this coverage.
- Liability resulting from installation of, or contamination from, a known virus, malware, spyware, adware, Trojan horse, backdoor or other damaging computer program or software.

CONDITIONS

- 1. What an insured must do in case of personal injury:
 - a. Notify **us** immediately. The notice must give:
 - (1) Your name and policy number.
 - (2) The date, time, place, and circumstances of the accident, **occurrence**, or loss, and
 - (3) The names and addresses and telephone numbers of injured persons and witnesses.
 - Send us immediately all legal papers including amended petitions received relating to a claim or suit.
 - Cooperate with us and assist us in any matter relating to a claim or suit.
 - d. The **insured** will not, except at the **insured**'s own cost, voluntarily make any payment, assume any obligation, or incur expenses related to any **occurrence** to which this policy applies.

2. LIMITS OF LIABILITY

Regardless of the number of **insured**(s), injured persons, applicable insurance policies we have issued, claims made, or suits brought, **our** liability is limited as follows:

- As respects Personal Injury Coverage, the limit of liability stated on the Declaration Page(s) for Coverage F is the total limit of our liability under this policy for all damages resulting from any one occurrence.
- 3. SEVERABILITY OF INSURANCE

This insurance applies separately to each **insured** against whom claim is made or suit is brought, subject to **our** limits of liability for each **occurrence**.

4. BANKRUPTCY

 We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured**.

 OTHER INSURANCE COVERAGE
 This insurance is excess over any other valid and collectible insurance.

END HF00001-L002 BUSINESS PURSUITS

When END HF00001-L002 is shown on the Declaration Page(s) the business shown on the Declarations Page(s) for END HF00001-L002 is not considered to fall within the definition of **business** for Coverage F Personal Liability or Coverage G Medical Payments to Others, from activities arising out of such business shown on the Declaration Page(s). However, the business shown on the Declaration Page(s) is considered a **business** for the Additional Exclusions listed in this endorsement.

 Coverage F - Personal Liability Coverage and Coverage G - Medical Payments to Others Coverage apply to the **business** pursuits of the Named Insured as shown on the Declaration Page(s) for END HF00001-L002

2950 Additional Exclusions - Section II:

This coverage does not apply:

- To bodily injury or property damage arising out of business pursuits of any insured in connection with a business owned or controlled by any insured or by a partnership, limited liability company (LLC), corporation, trust or other entity, of which any insured is involved that is not otherwise insured under this policy.
- To bodily injury or property damage arising out of the rendering of or failure to render professional services of any nature other than teaching, including but not limited to any architectural, engineering, or industrial design services; any medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and any beauty or barber services or treatment.
- To bodily injury to a fellow employee of any insured injured in the course of employment.
- When an insured is a member of the faculty or teaching staff of any school or college and bodily injury or property damage arises out of the maintenance, use, loading or unloading of draft or saddle animals, vehicles for their use, aircraft, motor vehicles, or watercraft owned or

operated or hired by or for any insured for the purpose of instruction in the use thereof.
To bodily injury or property damage arising from the ownership,

 To bodily injury or property damage arising from the ownership, maintenance, use, rental, or loan of tanning beds or tanning devices or the operation of tanning salons.

END HF00001-L003 OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE

When END HF00001-L003 is shown on the Declaration Page(s) the following portions of the policy are amend as follows:

COVERAGE C - PERSONAL PROPERTY

PERSONAL PROPERTY NOT COVERED

We do not cover with respect to Coverage C:

Number 8. is amended as follows:

8. **Business** property, meaning any property which is currently used in or owned by any **business you** are connected with. If END HF00001-L003 is shown on the Declarations Page(s) the property used or intended for use in the **business** shown on the Declaration Page(s) is covered only while on the **insured premises**.

LIABILITY COVERAGES - SECTION II

EXCLUSIONS - SECTION II

Under Coverage F (Personal Liability) and Coverage G (Medical Payment to Others) or END HF00001-F001 – Farm Liability we do not cover:

Number 3, is amended as follows:

3. **Bodily injury** or **property damage** arising out of **business** pursuits of any **insured**. However, if END HF00001-L003 is shown on the Declarations Page(s) the activities pertaining to the **business** described on the Declaration Page(s) will not be considered **business** pursuits for the purposes of this exclusion #3.

This endorsement END HF00001-L003 does not cover:

- Any bodily injury or property damage to any employee of any insured arising out of activities of the business described on the Declaration Page(s), other than to a residence employee while employed by and actually working for you.
- Any bodily injury or property damage to any pupil arising out of

- corporal punishment administered by or at the direction of any **insured**.
- Any bodily injury or property damage to any attendees of a school or day care operated by or for any insured on your premises, if the school or day care has more than four (4) students, children, or adults.
- Any liability arising out of any school or day care operated away from the residence premises.

END HF00001-L004 LIMITED LIVESTOCK LIABILITY COVERAGE

When END HF00001-L004 is shown on the Declaration Page(s), Liability Coverages-Section II is modified as follows:

EXCLUSIONS-SECTION II

Exclusion (8.) of Exclusions-Section II is deleted and the following exclusion is substituted:

8. **Bodily injury** or **property damage** that arises out of the ownership, possession or use of **livestock** for any purpose other than personal use or personal consumption.

END HF00001-L005 ADDITIONAL INSURED – LIABILITY – JOINTLY OWNED FARM PERSONAL PROPERTY - PREMISES ONLY

When Coverage F – Personal Liability is shown with END HF00001-L005 on the Declaration Page(s), the person(s) or entity(s) listed under Additional Insured Liability – Jointly Owned Farm Personal Property on the Declaration Page(s) will be covered under Liability Coverages – Section II for claims made or suits brought against them for which this policy applies, but only with respect to **bodily injury** or **property damage** caused by:

- a. your operations,
- b. your activities, or
- c. activities performed on your behalf,

which occur on the insured premises.

When Coverage E is shown with this endorsement on the Declaration Page(s), this endorsement provides coverage under Section I - Coverage E - Farm Personal Property of this policy for Farm Personal Property jointly owned by **you** and the person(s) or entity(s) shown under this endorsement on the Declaration Page(s) for claims to which this policy applies. Consideration for covered losses under Section I will be according to the insurable interest in the property.

This endorsement does not increase the amount of insurance shown on the Declaration Page(s) for any Coverage.

END HF00001-L006 ADDITIONAL INSURED – LIABILITY – PROPERTY – GENERAL

When Coverage F – Personal Liability is shown with END HF00001- L006 on the Declaration Page(s), the person(s) or entity(s) listed under Additional Insured – Liability - Property - General on the Declaration Page(s) will be covered under Liability Coverages – Section II for claims made or suits brought against them for which this policy applies. The **relatives** of the person(s) listed under this endorsement on the Declaration Page(s) are also covered for claims made or suits brought against them for which this policy applies.

When Coverage C is shown with this endorsement on the Declaration Page(s), this endorsement provides coverage under Section I - Coverage C - Personal Property up to the limit of coverage shown for Coverage C - Personal Property on the Declaration Page(s) for property owned by the person(s) or entity(s) listed on the Declaration Page(s) under Additional Insured - Liability & Property - General. Consideration for covered losses under Coverage C will be according to the insurable interest in the property. The same levels of coverage and settlement options shown on the Declaration Page(s) for Coverage C - Personal Property will apply.

When Coverage E is shown with this endorsement on the Declaration Page(s), this endorsement provides the same Section I - Coverage E - Farm Personal Property shown on the Declaration Page(s) for applicable property jointly owned by **you** and the person(s) or entity(s) shown on the Declaration Page(s). Consideration for covered losses will be according to the insurable interest in the property. All provisions, limitations, exclusions, and conditions pertaining to Coverage E - Farm Personal Property apply to the jointly owned property considered in this endorsement.

This endorsement does not increase the amount of insurance shown on the Declaration Page(s) for any Coverage.

END HF00001-MP01 NAMED PERSON MEDICAL PAYMENTS

When END HF00001-MP01 is shown on the Declaration Page(s) Coverage G-Medical Payments to Others apply to those persons listed on the Declaration Page(s) up to the limits shown for Named Person Medical Payments.

3097 ADDITIONAL EXCLUSIONS - SECTION II 3098

We do not cover:

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- **Bodily injury** to any named person resulting from accidental injury unless the injury is the result of a farm-related activity.
- **Bodily injury** to any named person, when the accidental injury occurs within any residence.

Farm Bureau New Horizons Insurance Company of Missouri MISSOURI PROPERTY AND CASUALTY INSURANCE **GUARANTY ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**

Subject to the provisions of the Missouri Property and Casualty 1. Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

LIMITATIONS OF COVERAGE 2.

The Act contains various exclusions, conditions, and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of this Act:

- Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if that insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer.
- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:
 - (1) Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises, or
 - (2) Return any unearned premium to an "insured" in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.