A Service of MISSOURI FARM BUREAU

PROTECTOR INSURANCE POLICY



Farm Bureau Town & Country Insurance Company of Missouri

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FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI PROTECTOR INSURANCE POLICY

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GENERAL AGREEMENTS

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This is a legal contract. This contract consists of the application and all representations therein, the Information Page(s), and all policy forms and endorsements listed on the Information Page(s). You have a duty to read this policy carefully.

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The Information Page(s) identifies the insured persons, property insured, amounts of insurance, the level of protection and valuation methods which apply, the deductibles(s), and any optional coverage or policy endorsements which apply.

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We, the Farm Bureau Town & Country Insurance Company of Missouri, agree to insure you according to the terms of this policy based:

- 1. On **your** payment of premium for the coverages **you** chose;
 - 2. In reliance on information in your application; and
 - 3. Upon your compliance with all policy provisions.

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No insurance is provided if the bank or other financial institution does not honor the check, electronic funds transfer, automatic bank draft or any other payment method used to make **your** premium payment.

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

If any of **your** statements or representations to **us** are untrue or materially inaccurate, we will not provide coverage under this policy.

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You agree to review the Information 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 **vou** requested.

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DEFINED WORDS WHICH ARE USED IN SEVERAL PARTS OF THE POLICY

Throughout this policy, you and your mean the Named Insured shown on the Information Page. We. our. and us refer to Farm Bureau Town and Country Insurance Company of Missouri or our representatives. Defined words and terms will be printed in **bold type** throughout the policy.

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All-terrain vehicle (ATV) – Regardless of the type of terrain a vehicle is designed for, the designed purpose or usability of a vehicle, and/or where the vehicle is being operated, all-terrain vehicle (ATV) means all types of self-propelled vehicles either designed to be operated, or capable of being operated, off public roadways. All-terrain vehicle (ATV) does not include vehicles which can be

- registered and licensed for operation on all public roads and US highways. Allterrain vehicle (ATV) does not include amphibious types of vehicles. All-terrain vehicle (ATV) also does not include excavation, construction, industrial or commercial type vehicles.
- Blanket means all farm personal property owned by any insured except
 individually identified or excluded within the Coverage E form or schedule.
 Bodily injury means physical harm to the body, 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 and/or custom farming; however, business does not include farming or custom farming if the Information Page(s) lists Option L - Farm Liability or;
- Any activity for which the person engaged in that activity reasonably expects
 to receive monetary compensation or gain including farming or custom
 farming; however, business does not include farming or custom farming if
 the Information Page(s) lists Option L Farm Liability, or;
- 3. The use of any part of any premises as identified in 1. and 2. above.
- 4. Any property rented or held for rental by any insured. However, when a dwelling is rented and used exclusively for residential purposes, it is not considered a business if the Information Page(s) identifies such dwelling as tenant occupied.

Business does not mean:

- 1. The occasional, non-repetitive sale of personal property at your residence premises or non-owner occupied residence premises;
- Any part-time activity, other than custom farming involving the spraying of herbicides, pesticides, fungicides, and fertilizers, engaged in by you or any insured, if the individual engaged in that activity is under the age of twentyone.
- **Custom Farming** means farm work done by any **insured** for others in exchange for cash or commodity remuneration. **Custom Farming** does not include exchange labor.
- **Dwelling** means the house(s), duplex(s), apartment(s), condominium(s), townhouse(s), mobile home(s), manufactured home(s), or modular home(s) identified on the Information Page(s) and showing Coverage A Dwelling coverage under Section I of this policy.
- Farming means your production of unaltered farm products through the ownership, maintenance, or use of the insured premises. Farming includes operation of roadside stands where the products sold are the insured's own farm products.
- Farm Employee means any person who receives compensation, pay, wages, or other remuneration for performing duties or tasks and/or providing services for you and whose duties, tasks or services 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 other than farming.
- Farm Personal Property means livestock, machinery, and grain and feed owned by any insured 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 lawn or garden tractor used solely to service your residence premises and/or a non-owner occupied residence premises is considered

- personal property. All-terrain vehicles (ATV's) are not considered farm
- personal property, regardless whether used for farming purposes.
- Farm Products means grain crops, grass, hay, silage, cotton, livestock,
- poultry, eggs, bulk milk, fish, vegetables, mushrooms, herbs, fruits, nursery
- stock, and Christmas trees twelve (12) feet or less in height, 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 byproducts produced or released by fungi or mold. Under Section II, this does not include any fungi or mold that are, are on, or are contained in. products or goods intended for consumption.

Grain and Feed - means:

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- 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.
- 2. **Feed,** including hay, straw, fodder, silage, ground feed, and manufactured and processed stock food and food additives.
- The following are covered only when **individually identified**: grain under 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 Information Page. This includes machinery purchased by any insured as a replacement for an item listed on the schedule.

Insured – means you and:

- 1. Your relatives who are residents of your household.
- 2. Any other person under the age of 21 residing in **your** household who is in **your** legal care.
- If the Information page(s) lists Option L Farm Liability, insured also includes any Farm Employee while acting within the course and scope of employment in your 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 your residence premises.

Insured premises - means:

- 1. All locations shown on the Information Pages of **your** policy;
- For Coverage F Personal Liability and Coverage G Medical Payments To Others only, insured premises also includes:
 - a. The part of any residential premises you acquire or which is being built by or for you during the current policy period for your occupancy, until the renewal date of this policy.
 - b. Individual or family cemetery lots and burial vaults.
 - c. The part of any residential premises not owned by any insured, while you and the following residents of your household:
 - 1) Your relatives, and/or
 - 2) Any person under the age of 21 who is in **your** legal care; are temporarily residing there, including while attending school.
 - d. Sidewalks, driveways, approaches, and access ways immediately adjoining the **insured premises**, excluding public roads and public lakes, streams, rivers, creeks, or other public waterways.
 - e. Vacant land **you** own without any structure(s) provided **you** don't own more than 40 such acres.

- If your Information Page lists Option L Farm Liability, insured premises also
 include:
- 3. All premises **you** lease or rent for **farming** purposes when located in 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 this policy.

Livestock - means:

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- 1. Cattle, swine, poultry, horses, sheep, mules, donkeys, and goats; and
- 2. Other animals only when such other animals are 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.
- Hay balers, mowers, rakes, forage harvesters, drills, seeders, cultivators, plows, disks, harrows, wagons, and similar implements including portable augers, designed and principally used for farming purposes on the 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 and tack, machines, and supplies.
- 7. Other machinery and equipment designed for **business** use while being used: a. in **your farming** operation; or
 - b. in a business shown within Option M on the Information Page(s); at the time of the loss.
- 8. Portable structures, 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 and which can be registered and licensed for operation on US highways. This includes vehicles which with acceptable modifications could pass safety inspections and be registered for operation on all public roads and US highways.
- 2. A motorized land vehicle subject to motor vehicle 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.
- 5. A self-propelled riding golf cart, snowmobile, or other motorized land vehicle owned or used by any **insured** and designed for recreational use off public roads, while off the **insured premises**. A motorized golf cart while used for golfing purposes on a golf course is not a **motor vehicle**.

- 6. A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy, moped, motor scooter, mini-bike, utility bike, pocket rocket, or all-terrain vehicle (ATV), owned or used by any insured while off the insured premises.
- 7. A motorized mini-truck, mini-car, or similar vehicle, whose operation or use is prohibited on public roads in the United States, while operated or used by any insured off the insured premises.
- 8. Any amphibious type vehicle that can be operated on land and/or water. Regarding Coverage E only, a wagon with a pivotal front axle or tongue assembly is not considered a **motor vehicle**.
- **Non-owner occupied residence premises** means the **dwelling**(s) and other structures and grounds at such location(s) identified on the Information Page, that **you** own or rent but is not where **you** reside.
- Occurrence means an unintended accident, including continuous or repeated exposure to substantially the same general harmful conditions, that happens abruptly, and which causes **bodily injury** or **property damage** during the policy 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.
- Residence employee means an employee of the Named Insured whose duties are connected to the maintenance of a **dwelling** described on the Information Page(s) and related real property at that location. It also includes a **farm** employee if the Information Page(s) lists Option L Farm Liability. A **residence** employee does not include persons while performing duties for any **business** of the Named Insured.
- Your residence premises means the dwelling(s) and other structures and grounds at such location(s) identified on the Information Page, where you regularly or seasonally reside.

SECTION I COVERAGE A – DWELLING

This policy provides coverage for the described **dwelling** only if Coverage A - Dwelling is shown on the Information Page(s) for that **dwelling** and a premium is listed for such **dwelling**.

Subject to the preceding paragraph **we** cover:

- The dwelling and permanently attached fixtures, decks, porches, carports, garages, mailboxes, awnings, and wall-to-wall carpeting.
- Permanently installed outdoor equipment on your insured premises which
 provides service to the dwelling for heating, cooling, supplying water or
 electricity, lighting, or cooking. But, this does not include:
 - a. any equipment with a total value of more than ten thousand dollars (\$10,000.00), which is not permanently affixed to the **dwelling** and supplies electricity to the **dwelling**; and/or
 - b. any equipment which you do not own.
- Construction materials on the insured premises intended for use in connection with the repair, remodeling, or renovation of your dwelling when the materials are located on the insured premises.
- Headstones and tombstones owned by the named insured whether or not attached to realty.
- 5. The stove, dishwasher, and refrigerator in a **dwelling** rented or held for rental.

We do not cover:

1. Outdoor radio or TV or satellite antenna, satellite dish, or similar equipment used to transmit or receive audio or video signals, including their lead-in

- wiring, accessories, masts, and towers, except as provided in Supplementary Coverages.
 - Unattached structures, meaning any structure that is not affixed to the foundation, slab, roof or common wall of the dwelling, unless specifically listed on the Information Page(s) under Coverage B.
 - Above-ground pools, hot tubs, or spas unless specifically listed on the Information Page(s) under Coverage B or as provided in Supplementary Coverages.
 - In-ground pools unless specifically listed on the Information Page(s) under Coverage B
 - Trees, Plants, Shrubs, Fences, and Lawn, except as provided in Supplementary Coverages.
 - Removal and disposal of debris, except as provided in Supplementary Coverages.
 - 7. Fire Department charges, except as provided in Supplementary Coverages.
 - 8. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
 - Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
 - Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.

COVERAGE B - OTHER STRUCTURES

This policy provides coverage only to those structures listed on the Information Page(s) under Coverage B – Other Structures and showing a premium.

We do not cover:

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- Removal and disposal of debris, except as provided in Supplementary Coverages.
- 2. Fire Department charges, except as provided in Supplementary Coverages.
- 3. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
- 4. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.

We cover Other Structure (s) shown on the Information Page(s) under Coverage B up to the amount of insurance shown on the Information Page(s).

COVERAGE C - PERSONAL PROPERTY

This policy provides coverage for personal property only if Personal Property is shown on the Information Page(s) and an amount of insurance is listed for Personal Property.

We cover personal property owned by any insured.

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 insured premises, we will pay up to a maximum 10% of the amount of insurance shown under Coverage C on the Information Page(s). 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 **your** personal property there.
 - \$200 on 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.
- 333 3. \$1,000 on securities, stamps, tickets, accounts, deeds, evidence of debt,
 334 passports, manuscripts, unpublished works, and other valuable papers, drafts,
 335 cashiers checks, travelers checks, certified checks, official checks, checks,
 336 certificates of deposit, and notes other than bank notes including negotiable
 337 orders of withdrawal.
- 4. \$1,000 per item, maximum of \$3,000, on jewelry, watches, precious and semiprecious stones, gems, and furs.
 - \$1,000 on watercraft, including their trailers, equipment, accessories, and outboard motor(s).
 - \$1,000 on trailers not used with watercraft, including but not limited to utility, camping, and recreation trailers.
 - 7. \$1,000 per item, maximum of \$3,000, for loss by theft of firearms, including their parts and accessories.
 - 8. \$2,000 on fishing rods, reels, lures, tackle boxes, and fishing accessories for loss by theft.
 - 9. \$2,000 on hunting and archery equipment and accessories, excluding firearms and accessories, for loss by theft.
 - 10. \$2,500 due to the theft of credit card or fund transfer card or loss due to check forgery.
 - 11. \$500 per structure, maximum \$1,500, for portable structures **you** own while on or off the **insured premises**.
 - 12. \$500 for property of domestic employees while on the **insured premises**.
 - 13. \$2,500 for loss by theft of silverware, goldware, china, or crystal.
 - 14. \$2,000 for loss by theft of musical instruments.
- 357 15. \$500 on collector cards.

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- 16. \$500 on comic books.
 - 17. \$500 on parts and accessories for **motor vehicle(s)** which are not attached to a **motor vehicle**.

PERSONAL PROPERTY NOT COVERED

We do not cover with respect to Coverage C:

- 1. Property covered by any scheduled insurance whether in this policy or any other policy, or any vehicle covered for physical damage on an automobile policy or on any other type policy.
- 2. Animals, birds, insects, or fish.
- 3. Motor vehicles, including but not limited to their attached parts or supplies, camper shells, and slide-in campers. This exclusion #3. does not apply to a golf cart while being hauled to and from the golf course for golfing purposes.
- Motorcycles, motor-tricycles, dune buggies, mini-trucks, or mini-cars whether on or off an insured premises.
- 5. Any type of aircraft, glider, or balloon, including their parts and equipment, except model airplanes.
- Outdoor radio or TV or satellite antenna, satellite dish, or similar equipment used to transmit or receive audio or video signals, including their lead-in wiring, accessories, mast, and tower, except as provided in Supplementary Coverages.
- 7. Any device, accessories, or antennas designed for reproducing, detecting, receiving, transmitting, recording, or playing back data, radar, sound, or picture (or any film, tape, wire, record, 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.
 - Business property, meaning any property which is currently used in or owned by any business you are connected with, except as provided in Supplementary Coverages.
 - 9. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in Supplementary Coverages.

- Above-ground pools, hot tubs, or spas unless specifically listed on the Information Page(s) under Coverage B or as provided in Supplementary Coverages.
- 11. Farm Personal Property, except as provided in Coverage E.
- 12. 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
- 13. 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.
- Removal and disposal of debris, except as provided in Supplementary Coverages.
- 15. Fire Department charges, except as provided in Supplementary Coverages.
- 16. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
- 17. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
- 18. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.

COVERAGE D – EXTRA EXPENSE

This policy provides coverage for Extra Expense only if Extra Expense is shown on the Information Page(s) and an amount of insurance is listed for Extra Expense.

The amount of insurance for Coverage D is the actual extra expense up to the limit shown on the Information Page(s), incurred within twelve (12) months of the covered loss for all the following coverages. This twelve (12) month period of time is not limited by expiration of this policy.

- Additional Living Expense. If a loss covered under Section I makes the dwelling 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:
 - a. 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.
 - Generator rental expenses incurred as a result of extended power failure due to a covered loss are eligible for reimbursement up to \$250.
- 2. Fair Rental Value. If a loss covered under Section I makes that part of the dwelling 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 has 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 dwelling 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.

3. 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.

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 Information Page(s) and a premium is listed for **Farm Personal Property**.

We cover with respect to Coverage E:

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

Perils insured against with respect to Coverage E:

- Livestock are covered for Level One Protection, plus the following:
 a. Electrocution of livestock from artificially generated electrical current.
 - b. Collision, Upset, and Overturn of a **motor vehicle** or **machinery**.
- 2. **Machinery** is covered for Level Three Protection, subject to the following limitations: Collision, Upset and Overturn are not covered perils.
- Grain and Feed are covered for Level Three Protection as shown in the policy.

LIMITATIONS ON CERTAIN FARM PERSONAL PROPERTY

The following limitations are not applicable to **individually identified** property. When covered on a **blanket** basis, **we** will not pay more than:

- 1. \$5,000 per head of cattle; \$2,000 per head of cattle under one year old including embryos at the time of loss.
- 2. \$2,000 per head for horses; \$1,000 per head for horses under one year old including embryos at the time of loss.
- 3. \$1,000 per head on all other livestock, including embryos.
- 4. \$500 per portable structure.
- 5. \$2,000 on farm records, including cost of their reproduction.
- \$5,000 per stack of hay, straw, or fodder. A stack is all hay, straw, or fodder not in a structure and not separated by at least 100 feet of clear space.
- \$5,000 per occurrence for cotton, whether in pickers, bales, wagons, trailers, or modules.

PROPERTY NOT COVERED

We do not cover with respect to Coverage E:

- 1. Livestock while:
 - a. In transit by common carrier or carrier for hire.
 - b. In a slaughter house, packing plant, public yard, public sale barn, or public sale yard.

2. Machinery:

- a. While beyond a 100-mile radius of the **insured premises** when used in **custom farming**.
- b. While being used in any business, tractor pull, race, contest or competition. Parades are not considered a contest or competitive event. This exclusion does not apply to your business personal property while being used in a business shown within Option M on the Information Page(s) or in your farming operation at the time of the loss.
- c. Attached to structures or land, including equipment attached to chicken, broiler, or laying poultry houses, hog confinement, nursery or farrowing houses, or dairy barns. When **we** have irrigation equipment insured, **we** do cover all of its components including those attached to the land or any permanent structure. **We** do not cover wells, well casing, seals, collars, joints, couplings, or other parts used with well casings. When **we** have GPS equipment and components, used in **farming**, insured, **we** do cover GPS equipment and components attached to a tower or other structure. Towers or other structures to which GPS equipment or components are attached. if insured, must be insured as an Other Structure.
- d. Alcohol stills, cotton gin equipment, logging, forestry or sawmill equipment, or quarry equipment.
- 3. Motor vehicles, watercraft, or aircraft, including their equipment and supplies.

4. Grain and Feed:

- a. While in transit by common carrier or a carrier for hire.
 - b. 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 Information Page(s).
- Motorcycles, motor-tricycles, dune buggies, mini-trucks, mini cars, or allterrain vehicles (ATV's), whether on or off premises.
- 7. **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.
- Farm 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.
- Removal and disposal of debris, except as provided in Supplementary Coverages.
- 10. Fire Department charges, except as provided in Supplementary Coverages.
- 11. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
- 12. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
- 13. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.
- 14. Any product which has been processed from its original form into another product.

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.

- 547 1. 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. Trees, Plants, Shrubs, Fences, and Lawn: We will pay up to 5% of the Coverage A or C amount, whichever is greater, for sudden, accidental and direct loss to trees, plants, shrubs, fences, and lawn caused by fire, lightning, explosion, riot, civil commotion, vandalism or malicious mischief, theft, aircraft, or vehicles not owned or operated by any insured.

We will not pay:

- a. More than \$500 on any one tree, shrub, or plant.
- b. For trees, shrubs, plants, or sod grown for **business** purposes.
- c. If the trees, plants, shrubs, fences, and lawn are located more than 250 feet from the **dwelling** on the **insured premises**.
- 5. Renters 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 and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C.
- 6. Condominium Owners Additions and Alterations: We will cover, for an amount not greater than \$1,000, unit owner's additions, alterations, fixtures, or installations made to the part of a condominium unit shown on this policy, within the unfinished interior surfaces of the perimeter walls, floors, and ceilings. The same Level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C on said condominium unit.
- 7. Outdoor Antennas: **We** pay up to \$500 per **occurrence** for covered loss caused by a Level One Peril to 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. The same Settlement and Valuation method applies to this Supplementary Coverage as the Information Page(s) shows for Coverage A, or Coverage C, if Coverage A is not listed.
- 8. **Business** Property: If coverage C Personal Property is shown on the Information Page(s) **we** will pay up to \$2,500 per **occurrence** for property used in **business**, or held for resale, but only while the **business** property is on the **insured premises**. The same Level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C.
- Refrigerated Food: If Coverage C Personal Property is shown on the Information Page(s) we will pay up to \$500 per occurrence for loss of food

under refrigeration as a result of power interruption. The same Level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C. A \$25 deductible applies to this Supplementary coverage.

- 10. Pools, Hot tubs and Spas: If Coverage C Personal Property is shown on the Information Page(s) we will pay up to \$5,000 per occurrence for loss to above-ground pools, hot tubs, and spas, and for the fixtures, equipment, machinery, and decking pertaining to the operation, service, or use of those items. This is the most we will pay regardless of the number of items covered. The same Level of Protection and Settlement and Valuation method applies to this Supplementary coverage as the Information Page shows for Coverage C.
- 11. 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:
 - a. Remediation of the **fungi or mold**, other microbes, or rot. This includes payment for the reasonable and necessary cost incurred to :
 - (1) 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 building as needed to gain access to the fungi or mold, other microbes, or rot.
 - b. 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 your residence premises unfit to live in. We do not cover loss or expense due to cancellation of a lease or agreement.
 - 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 or mold, or bacteria occurs during the policy period;
- All reasonable means were used to save and preserve the property at the time of and after the covered loss; and
- c. **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.

These Supplementary Coverages – Section I are 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.

SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E ONLY

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 Information 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.

- 12. Borrowed Machinery: We cover machinery which you or 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.
- 13. 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 co-insurance requirement for any covered loss. After the thirty (30) days has expired, the full Market Value will be used.
- 14. Farm Extra Expense: **We** will pay up to \$3,000 per **occurrence** to cover reasonable extra expense actually incurred by the **insured** to continue normal **farming** operations which are interrupted because of a covered loss. The coinsurance requirement does not apply to this coverage.
- 15. Power Interruption: We will pay up to \$2,000 per occurrence for loss to frozen semen and embryos, to refrigerated bulk milk, to refrigerated farm products when covered by this policy when the loss is the result of power outage, including leakage of cooling agent, causing heating or cooling failure. This does not include loss resulting from accidental disconnection of an electrical cord, negligence in the operation of any machinery, or failure to make a reasonable attempt to reduce the loss.

PERILS INSURED AGAINST - SECTION I

Three levels of protection are available. Refer to the Information Page(s) to determine which one applies.

LEVEL ONE PROTECTION

If **you** have Level One Protection, **we** only cover sudden, accidental and direct 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** at the premises where the vandalism or malicious mischief occurs 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.
- 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.

712 4. Explosion.

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- 5. Riot or civil commotion.
- 714 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**.
 - 8. 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.
 - 9. Vandalism or malicious mischief.
 - Upon discovery, **you** must notify local law enforcement within 24 hours for coverage to apply.

This peril does not include:

- a. loss to property on the insured premises if the dwelling at the premises where the vandalism or malicious mischief occurs 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. 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. Failure of the **insured** to provide such notification within the 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.
- 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.

LEVEL TWO PROTECTION

If **you** have Level Two Protection, **we** provide that coverage set forth under Level One Protection above, and **we** also cover sudden, accidental and direct 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 such 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, sidewalk, driveway, swimming pool, foundation, retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock or a carport not attached to the dwelling.
- 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 will 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:
 - a. 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

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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, ceiling, or floors which occurs over a period of time and results in deterioration, rust, fungi or mold, or wet or dry rot.
- b. On the insured premises if the dwelling at the premises where the loss occurs has been vacant for more than (60) consecutive days immediately before the loss. For the purposes of this coverage only, a dwelling under construction is not considered vacant.
- c. 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 overflow which occurs off the insured premises.
- 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** at the premises where the loss occurs is vacant, unoccupied, or under construction unless **you** have:
 - a. Maintained heat in the $\mbox{\bf dwelling}$ or other structure where the loss occurs, or
 - b. Shut off the liquid supply and drained the system and appliances of liquid in such **dwelling** or other structure.
- 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 collapse: retaining walls, foundation walls, decorative walls, landscape walls, free-standing 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.

LEVEL THREE PROTECTION

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We cover all sudden, accidental, and direct loss to property insured under Level Three Protection as shown on the Information Page(s). This protection is subject to the General Exclusions.

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GENERAL EXCLUSIONS - APPLICABLE TO ALL LEVELS OF PROTECTION

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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.

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- Wear and tear, including tire puncture for farm personal property under Coverage E – Farm Personal Property;
- 838 2. Marring or scratching:
 - Deterioration;
 - 4. Inherent vice:
 - 5. Latent or inherent defect:
- 842 6. Mechanical breakdown;
- 843 7. Rust:
- 8. **Fungi or mold,** except as provide in Supplementary Coverages;
 - 9. Wet or dry rot;
- 846 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;
 - 13. Smoke from agricultural or industrial operations;
 - 14. Settling, cracking, shrinkage, bulging, sagging, leaning, or expansion of pavement, walks, patios, foundations, walls, floors, ceilings, chimneys, fences, retaining walls, decorative walls, landscape walls, free-standing walls, 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** at the premises where the loss occurs 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. To a loss:

- a. 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

- b. To the system or appliance from which the water or steam escaped; or
- c. Caused by or resulting from freezing, except as provided in general exclusion number 18.; or
- d. On the **insured premises** caused by accidental discharge or overflow 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 at the premises where the loss occurs is vacant or unoccupied unless **you** have:
 - a. Maintained heat in the dwelling or other structure where the loss occurs, or
 - b. Shut off the liquid supply and drained the system or domestic appliance(s) in such **dwelling** or other structure.
- 19. a. Freezing, thawing, or pressure of water, ice, sleet, or snow whether driven by wind or not, to pavement, patios, foundations, walls, retaining walls, decorative walls, landscape walls, free-standing walls, floors, ceilings, chimneys, fences decks, sidewalks, driveways, carports, or swimming pools, bulkheads, piers, wharfs, or docks;
 - b. Weight of water, ice, sleet, or snow to an awning, fence, patio, pavement, sidewalk, driveway, swimming pool, foundation, retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock, or a carport not attached to the dwelling.
- 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. However, **we** do cover direct physical loss by fire resulting from earthquake.
- 22. Earth movement, including but not limited to sinking, rising, shifting, expanding, contracting, settling, subsidence, collapse, and bulging, either caused naturally or by manmade forces. However, we do cover direct physical loss by fire resulting from earth movement.
- 23. Water damage, meaning:
 - a. 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.
 - Water or sewage from any source which backs up through sewers or drains, or which overflows from a sump.
 - c. Regardless of its source, water below the surface of the ground. This includes, but is not limited to, water which exerts pressure on or flows, seeps, or leaks through any part of any dwelling, building or other structure, or any foundation, wall, floor, ceiling, sidewalk or walk, driveway, patio, swimming pool, retaining wall, decorative wall, landscape wall, freestanding wall, or any other part of **your** property.
- 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. If a peril insured against occurs on the **insured premise**, **we** will pay only for loss caused by that peril.
- 933 25. Neglect of any **insured** to use all reasonable means to protect covered 934 property at and after the time of loss or when property is threatened by an 935 insured peril. For the purposes of this exclusion, when the **dwelling** described 936 on the Information Page(s) is owner occupied, insured also means any 937 person related to an **insured** by blood, marriage, or adoption, or any ward or foster child, living anywhere in the dwelling described on the Information 938 939 Page(s), whether or not they are paying rent, lease payments or other 940 consideration.
- 941 26. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or
 942 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:

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- a. When committed by, or at the direction of, any insured, the husband, wife, child, or relative of any insured, any farm employee or any resident of the insured premises;
- b. Of tools, unattached materials, or unattached supplies for use in the construction, repair, addition, remodel, renovation, or rehabilitation of any dwelling, building or building component, or other structure while such tools, materials or supplies are located away from your residence premises;
- c. 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 any insured is temporarily living there. Property of a student who is an insured 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.
 - (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.
- 32. 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
 - d. 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 Information 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 Information 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 Option E-2. However, this exclusion does not apply to mobile GPS equipment while not attached to other machinery if Option E-2 is shown on the Information Page(s), and this exclusion does not apply to glass breakage.

CONDITIONS - SECTION I

1. WHAT YOU SHALL DO IN CASE OF LOSS

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If a covered loss occurs, the insured 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.
 - (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.
 - j. 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 Information Page(s).

2. SETTLEMENT AND VALUATION

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- a. If the Information 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 which pertains to the coverage;
 - (4) The amount of the **insured's** insurable interest in the property;
 - (5) Any applicable coverage limitation on the property as set forth in this policy.
- b. If the Information 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;
 - (2) The limit of liability which pertains to the coverage:
 - (3) The amount of the **insured's** insurable interest in the property;
 - (4) Any applicable coverage limitation on the property as set forth in this policy.
 - 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:
 - (1) 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.
- 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.
- d. 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.
- e. 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.
 - f. In determining market value, we will not pay more than \$2,500 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.
 - g. 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.
 - h. Replacement Cost will not apply to all-terrain vehicles (ATV's).
 - i. 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.
 - j. 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.
 - k. With respect to a loss to a dwelling or other structure under construction, the amount on the Information Page(s) will be reduced to equal the amount actually spent on such dwelling or other structure at the time of loss.
 - I. The following co-insurance requirement applies to Coverage E 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:
 - a. Regarding individually identified property:
 - The co-insurance requirement will be calculated individually for each item damaged or destroyed.
 - (2) We will not pay more than the market value of individually identified property.
 - b. Regarding Blanket property:
 - (1) The total insurance amount for all **blanket** property will be determined by subtracting the total amount of insurance for **individually identified** property from the total amount of insurance for Coverage E.
 - (2) The **market value** of all **blanket** property will be determined. However, property subject to the Limitation on Certain Farm Personal 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.
 - 3. 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 Information 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.
 - 4. APPRAISAL

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In case the **insured** 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 1151 1152 twenty (20) days of such demand. The appraisers shall then appraise the loss 1153 in accordance with the Settlement and Valuation condition within this policy. 1154 stating separately the amount of loss to each item; and, failing to agree, shall 1155 submit their differences, only, to the umpire. The appraisers shall select a competent and disinterested umpire; and failing for fifteen (15) days to agree 1156 1157 upon such umpire, then, on request of the **insured** or this company, and upon 1158 written notice to the other party, such umpire shall be selected by a judge of a 1159 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 1160 within thirty (30) days after the umpire receives the appraisers' submissions of 1161 1162 their differences. An award in writing, so itemized, of any two (2) when filed 1163 with this company shall determine the amount of loss. Each appraiser shall be 1164 paid by the party selecting such appraiser and the expenses of appraisal and 1165 umpire shall be paid by the parties equally. This process is not binding on either party. 1166

5. 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**.

6. 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.

7. **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 vou and us, or
- b. A court judgment.

8. MORTGAGEE

Loss on the **dwelling** will be payable to any mortgagee named on the Information Page (s), to the extent of their interests and in the order of precedence. 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 subject to the same terms, exclusions, and conditions that apply to the named **insured**, 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, except that if the mortgagee has foreclosed, the mortgagee's interest will be reduced to the same extent that the mortgage debt has been reduced by the proceeds from the foreclosure sale, and said reduction will apply regardless of whether the foreclosure sale occurs before or after the loss.
- c. 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.
- Submit to an examination under oath if requested and sign the transcript.

- 1206 c. Provide the note, deed of trust, mortgage, loan file and all written 1207 information concerning the loan upon **our** request.
 - d. Pay upon demand any premium due if the **insured** fails to do so.
 - 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.
 - g. 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 amount of the principle and interest due on the date of the loss:
- c. The limit of the **dwelling** coverage.
- d. 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**.
- e. This policy will provide no coverage if the mortgagee or trustee has procured another policy, whether collectible or not, insuring its interest in the **insured premises**.
- f. 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.

9. 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.

10. 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.

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 Information 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 an **insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this policy applies, **we** will:

1. 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.
 - 2. 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 an **occurrence**.

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:

- 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
 - Not commonly and customarily recognized throughout the medical profession and within the United Sates 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 receipt of 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.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

- 1. 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 any insured:
 - c. Is caused by a **residence employee** in the course of employment by any **insured**:
 - d. Is caused by an animal other than **livestock** owned by or in the care of any **insured**; or

e. Is sustained by a residence employee arising out of and in the course of 1315 employment by any insured. 1316 1317

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.
- Any individual who makes a claim under this coverage must, as a condition of 1319 1320 payment: 1321
 - 1. 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;
 - 2. 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:
 - 3. Submit to physical examinations, at **our** expense, by doctors **we** select as often as we may reasonably require; and
 - 4. 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 obtained against any insured.

ADDITIONAL COVERAGE

Except where specifically stated otherwise in the Additional Coverages below, the amount provided within them is an amount in addition to your Coverage F limit.

- 1. DAMAGE TO PROPERTY OF OTHERS
 - Up to \$1,000 per occurrence for property damage to property owned by others caused by any insured regardless of fault. But, we will not pay for property damage:
 - a. Caused intentionally by any insured who has attained the age of 13.
 - b. To property owned by or rented to any insured, a tenant of any insured, or a resident of vour household.
 - c. Arising out of:

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- (1) An act or omission in connection with any premises other than the insured premises:
- (2) Business pursuits, or
- (3) Ownership, maintenance, or use of a motor vehicle, trailer, watercraft, aircraft, except model airplanes.
- d. To property insured under Section I of this policy.

We will not pay more than the smallest of the following amounts for any one occurrence:

- a. The market value of the property at the time of the loss;
- b. The repair cost: or
- c. \$1.000.
- SETTLEMENT EXPENSES means:
 - a. 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.
- 1366 3. 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

1369 accident. **We** will pay only expenses which any **insured** incurs for treatment of **bodily injury** covered by the policy.

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 for all covered **occurrences** during any twelve (12) month policy period.

If the Information Page(s) lists Option L- Farm Liability, we cover:

- 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 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 in a. and b. above:

- For bodily injury or property damage resulting from activities occurring away from the insured premises will not exceed \$25,000 for any one occurrence, nor more than \$50,000 for all covered occurrences during any twelve (12) month policy period.
- ii. For bodily injury or property damage resulting from activities occurring on any insured premises is the limit of liability shown on the Information Page(s) for Coverage F.

This provision 4. is not in addition to the limit of liability for Coverage F and does not increase **our** total limit of liability. No more than one limit of Coverage F liability shown on **your** Information Page will apply to all covered losses from one **occurrence**.

EXCLUSIONS - SECTION II

Under Coverage F – Personal Liability, Coverage G – Medical Payment To Others, and under any other Option shown on the Information Page(s) that provides coverage under Section II unless it specifically states otherwise in the pertinent Option, **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:
 - a. 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.

The exceptions to the exclusion under 1. b. (1) & (2) above, do not apply to amphibious type motor vehicles identified in item 8. of the **motor vehicle** definition.

c. Watercraft, unless the watercraft is owned or rented by any insured and has an inboard or outboard or inboard-outboard motor power of less than 15 horsepower, or is a sailing vessel which is less than 17 feet in length owned or rented by any insured.

- d. Watercraft powered by water jet pumps, including, but not limited to, jet skis. or wave runners.
- Bodily injury or property damage arising out of the rendering or failing to render professional services.
- 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 any insured at such premises.
- 5. 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.
- Bodily injury or property damage arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution.
- 7. Bodily injury or property damage resulting from false arrest, detention, or imprisonment, eviction, invasion of privacy, wrongful entry, libel, slander, defamation, malicious prosecution or any act, or lack of action, that in any manner disparages a person, a person's goods, products, or services, or violates a person's right of privacy.
- 8. **Bodily injury** or **property damage** which arises out of the transmission of a communicable disease, bacteria, virus, fungus, or parasite by any **insured**.
- Bodily injury or property damage that arises out of the possession, lease, or ownership of any livestock, unless Option L – Farm Liability or Option Q – Limited Livestock Liability is shown on the Information Page(s).
- 10. 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, silica, chromated copper arsenate, 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 10. and includes but is not limited to the following:
 - a. The cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of items listed above;
 - b. Any supervision, instruction, disclosure, 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 10. above, or the activities described in 10. a. above;
 - c. 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,

1478 contributed to, aggravated by, or resulting from, whether directly or indirectly, the items listed above.

If the Information Page(s) lists Option L - Farm Liability, exclusion 10. does not apply to:

- i. 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 actual damages sustained within one growing season of the application.
- iii. 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.
- 11. Bodily injury or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or sexual relations.
 - 12. **Bodily injury** or **property damage** arising out of any illegal or criminal act of any **insured** whether or not such **insured** is actually charged for that act.
 - 13. Bodily injury or 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.
 - 14. Liability assumed under, or arising out of:

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- a. breach of an oral or written contract or agreement;
- b. any stated or implied warranty associated with any products or services provided by **you**.
- 15. **Property damage** to property owned by any **insured**.
- 16. Property damage to property occupied by, used by, or rented or leased to, or in the care, custody or control of, any insured. But, we will cover property damage to such property not used in farming caused by fire, smoke, or explosion.
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 17. Bodily injury to a person if any insured provides or is required by [a]ny law to provide, or reimburse for, benefits to such person as compensation for the effects of bodily injury, without regard to fault, because of that person's status as an employee or beneficiary. This includes, but is not limited to, workers' compensation laws, unemployment compensation laws, non-occupational disability, occupational disease benefits, the Federal Employers' Liability Act, and the Jones Act, covering the bodily injury.
- 1514 18. **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.
- 1517 19. **Bodily injury** to any **insured**.
- 1518 20. Punitive or exemplary damages.
- 1519 21. Bodily injury or property damage arising out of the ownership, boarding,
 1520 training, breeding, or raising of wild or exotic animals.
- 1521 22. Bodily injury or property damage arising out of any substance released or
 1522 discharged from any aircraft.
- 1523 23. Bodily injury or property damage arising out of custom farming. However, if
 1524 the Information Page(s) shows Option L Farm Liability, custom farming
 1525 conducted within a 100-mile radius from the insured premises is covered,
 1526 subject to the applicable limits of liability noted elsewhere in this policy.
- 24. Bodily injury or property damage arising out of the conduct of a partnership, joint venture, limited liability company (LLC), corporation, trust, or entity of which any insured is a partner, member, or participant and which is not shown as a Named Insured or Additional Insured on the Information Page(s).
- 25. 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

- competition. Parades are not considered a contest or competitive event. This 1533 1534 exclusion does not apply to bodily injury or property damage arising out of 1535 the use of **your** business personal property used in a business shown within 1536 Option M on the Information Page(s) or in your farming operation, at the time 1537 of the loss.
- 26. Any actual, alleged, threatened or adjudicated **bodily injury** or **property** 1538 1539 damage resulting from physical, mental or emotional injury or damage 1540 including, but not limited to, that derived from abuse, harassment, belittlement, 1541 disparagement, revilement, castigation, chastisement, criticism, perversion, 1542 maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically transmitted. 1543 1544 telephonic, or any other means. 1545
 - 27. Liability arising out of, or in any way resulting from:

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- a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade secret, or intellectual property rights of another;
- b. any misappropriation of advertising ideas of another, or anything damaging, false or misleading in **your** advertisements or marketing activities.
- 28. Liability arising out of, or in any way resulting from, electronic media such as, but not limited to, electronic chat rooms, electronic bulletin boards, blogs, social or business networking, Facebook, Twitter, Myspace, Linkedin, or any other electronic media the **insured** uses, hosts, owns, participates in, or over which the **insured** exercises any control.
- 29. Liability arising out of, or in any way resulting from, the unauthorized use of, or access to, another's product, information, or service.
- 30. Liability arising out of, or in any way resulting from, the designing or determining of the content of internet websites or web applications.
 - 31. Bodily injury including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or derivative of, any bodily injury: a. to a fellow employee while on the job and arising from another employee;
 - b. to any employee of any insured arising out of and/or in the course of his or her employment. This exclusion does not apply to **bodily injury** not otherwise excluded to:
 - (1) a resident employee who is not covered by, and who is not entitled or required to be covered under, any workers' compensation insurance, unemployment compensation law, non-occupational disability, occupational disease benefits, the Federal Employers' Liability Act, or the Jones Act or benefits:
 - c. to the spouse, child, parent, brother or sister of any employee as a consequence of a. or b. above.
 - Exclusions a, through c, above apply whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with, or to repay, a third party that must pay damages because of injury including but not limited to damages paid under unemployment compensation laws, non-occupational disability, occupational disease benefits, the Federal Employers' Liability Act, or the Jones Act.
- 32. Liability arising out of, or in any way resulting from, any paid public or paid civic activities of any insured.
- 33. Liability arising out of, or in any way resulting from, oral or written publication of 1580 1581 material done by or at the direction of the **insured** with the knowledge of its 1582 falsity or made prior to the effective date of this coverage.
- 1583 34. Liability arising out of, or in any way resulting from, installation of, or 1584 contamination from, a known virus, malware, spyware, adware, Trojan horse, 1585 backdoor or other damaging computer program or software.

- 35. Liability arising out of, or in any way resulting from, any access to or disclosure 1586 1587 of any person's or organization's personal, private and/or confidential 1588 information.
- 1589 36. Liability arising out of, or in any way resulting from, the loss of, loss of use of, 1590 damage to, corruption of, inability to access, or inability to manipulate electronic 1591 data of any kind.
- 1592 37. Liability arising out of, or in any way resulting from, malpractice, professional 1593 liability, errors and omissions or directors and officers liability.
- 1594 38. Fiduciary liability arising from the Employees Retirement Income Security Act of 1974 and all amendments thereto. 1595
- 39. Any liability related to and/or arising out of Securities Act Liability (S.E.C. 1596 1597 Liability) of any kind.

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- 40. Any liability arising directly or indirectly out of violations of or alleged violations 1598 1599
 - a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws. ordinances, statutes, or regulations:
 - b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
 - c. any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CA"N-SPAM Act of 2003, that limits or prohibits the communicating, recording, receiving, transmitting, sending, or distribution of material or information;
 - d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA);
 - e. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, receiving, sending, transmitting, communicating or distribution of material or information.
- 1617 41. Any liability resulting from, or in any way arising directly or indirectly out of: a. refusal to employ any person; 1618
 - b. termination of the employment of any person; or
 - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards any person;
 - This includes no liability to any spouse, child, parent, brother, or sister of any person identified in a, through c, above.
 - This exclusion applies whether the insured is liable or alleged to be liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for such damages.
 - 42. Bodily injury or property damage arising out of the sale, manufacture, delivery, or transfer by any person of a controlled substance or any other items or materials subject to statutory control as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments, whether or not it is legal to use or possess such substances, items, or materials.

1636 Under Coverage G - Medical Payments to Others we do not cover:

- 1637 1. Any person who regularly resides on any part of an **insured premises** except: 1638
 - a. A residence employee;
 - b. Those persons listed on the Information Page(s) under Option N Named Person Medical Payments.

- 1641 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, or negligent entrustment, 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 any insured.
 - 4. Any **bodily injury** caused by an allergic reaction.
 - Muscle strain or sprain of any type caused by overexertion, including overexertion due to lifting.

CONDITIONS - SECTION II

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- 1. What an **insured** must do in case of **bodily injury** or **property damage**:
 - 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.
 - c. 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, premiums paid, claims made, or suits brought, **our** liability is limited as follows:

- a. As respects Personal Liability coverage, the limit of liability stated on the Information 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 Personal Liability coverage for the same loss only the policy with the highest limit of liability coverage will apply. No stacking or aggregation of coverages, limits, or policies will be allowed.
- b. As respects Medical Payments to Others Coverage, the limit of liability stated on the Information Page(s) for Coverage G is **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one accident. No stacking or aggregation of coverages, limits, or policies will be allowed.
- 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 LIABILITY INSURANCE COVERAGE Subject to paragraph 2. of this section this insurance is excess over any other valid and collectible insurance.

GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II

1. ASSIGNMENT

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

2. 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 **you** 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) The cancellation is because of any other reason and the policy has been in force for more than sixty (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 a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.

3. AUTOMATIC CANCELLATION

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

4. MEMBERSHIP

Payment of the Farm Bureau membership dues, which is not premium, entitles the **insured** named on the Information 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 coverage(s);
- 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.

5. 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.

6. CHANGES

This policy and the Information 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 this policy at any time (subject to the laws of Missouri regarding such) 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 Information Page(s). Proof of mailing will be sufficient proof of notice.

7. 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 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.

8. OUR RIGHT TO INSPECT INSURED PREMISES

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 **insured premises** and into any **dwelling** or buildings or inspect personal property on those **insured premises**.

9. POLICY PERIOD

The policy period is shown on the Information Page of **your** policy. The policy period begins and ends at 12:01 A.M. Central Standard Time. Any change(s) in coverage made during the policy period begins at 12:01 A. M. Central Standard Time on the effective date shown for the change on the Information Page.

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 lienholder or mortgagee (of trustee) declared in this policy, this insurance will be terminated only if **we** give such lienholder or mortgagee (or trustee) at least ten (10) days written notice of termination.

10. 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.
- 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.

11. COOPERATION

You must cooperate with us in performing all acts required by this policy.

In witness whereof, the Farm Bureau Town and Country Insurance Company of Missouri has caused this policy to be signed by its President and Secretary.

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OPTIONAL COVERAGES

The following Options are optional coverages and only those Options shown on the Information Page(s) of your policy apply. None of these Options increase the limits of coverage shown on the Information Page(s) unless specifically stated in the Option. All definitions, duties, exclusions, limitations, general provisions, and conditions apply unless specifically modified by the language in the specific Option.

OPTION A - GUARANTEED DWELLING REPLACEMENT COVERAGE

Our total payment under this Option for any dwelling showing this Option A coverage will not exceed an additional amount equal to 20% of the amount of insurance shown on the Information Page(s) for Coverage A on such dwelling. Subject to the preceding paragraph and all other terms of this option, we will settle covered total losses to a dwelling showing this Option A coverage at replacement cost. However, this guarantee does not apply:

- 1. To a loss which occurs within fifty-nine (59) days of the initial effective date of this policy:
- 2. If **you** fail to notify **us** within ninety (90) days of any additions to or remodeling of the **dwelling** which increases its replacement cost value by \$5,000 or more:
- 3. Unless reconstruction is complete within twelve (12) months from the date of
- 4. To an increase in reconstruction costs that are a direct result of any modifications in the original design of said dwelling;
- 5. To an increase in reconstruction costs that are a direct result of any variation in the kind and quality of materials used;
- 6. Unless you actually incur and document the reconstruction cost in excess of the amount of insurance of the Coverage A limit on said dwelling.

When this guarantee does not apply as described in 1., 2., 3., 4., 5., or 6. above or you decide not to replace the dwelling at the same location where the loss to such dwelling occurred, our payment will not exceed the amount of insurance applying to the **dwelling** as shown on the Information Page(s).

We will determine when a dwelling is a total loss.

OPTION B - INFLATION PROTECTION

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 Information Page(s).

OPTION D – INCREASED LIMIT OF PERSONAL PROPERTY AWAY FROM PREMISES

The limit of insurance for personal property away from the **insured premises** is increased to the amount shown on the Information Page(s) for Option D.

OPTION E - INCREASED MONEY COVERAGE

The limit of insurance on 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 is increased to the amount shown on the Information Page(s) for Option E.

OPTION E-1 – LIVESTOCK EXTENSION OPTION

When this Option is shown on the Information Page(s), **livestock** are covered for the following additional perils:

- Accidental Shooting: Except by any insured, any relative, any farm employee, or any resident of the insured premises.
- Drowning from External Causes: Except drowning of poultry. Swine under thirty (30) days old are not covered.
- Attack by Dogs or Wild Animals: Except loss as the direct or indirect result of flight is not covered.
- · Collapse of structures, bridges, and culverts.

OPTION E-2 - MACHINERY COLLISION, UPSET, AND OVERTURN

When Option E-2 is shown on the Information Page(s), collision, upset, and overturn are additional perils added regarding **machinery** only, under Coverage E.

OPTION E-3 - FOREIGN OBJECTS IN MACHINERY

When OPTION E-3 - FOREIGN OBJECTS IN MACHINERY is shown on the Information Page(s):

- I. In Section I, under Coverage E Farm Personal Property, **your** policy is amended as follows:
 - Under "Perils insured against with respect to Coverage E", sub-paragraph 2. is replaced with the following:
 - 2. Machinery is covered for Level Three Protection as shown in the policy, subject to the following limitations: Collision, Upset, and Overturn are not covered perils unless Option E-2 Machinery Collision is shown on the Information Page(s). Sudden and accidental direct physical loss or damage caused by or resulting from foreign objects picked up and taken into the machinery is not covered unless Option E-3 Foreign Objects in Machinery is shown on the Information Page(s).
- II. In the GENERAL EXCLUSIONS APPLICABLE TO ALL LEVELS OF PROTECTION in Section I of your policy:
 - For the purposes of coverage under this OPTION E-3 only, exclusion 36. is replaced with the following:
 - 36. **Machinery** colliding with the ground or rocks on the ground, whether or not this policy includes OPTION E-2 MACHINERY COLLISION, UPSET, AND OVERTURN. However, this exclusion does not apply to mobile GPS equipment while attached to other **machinery** if OPTION E-2 is shown on the Information Page(s), and this exclusion does not apply to glass

breakage. **We** will pay for sudden and accidental direct physical loss or damage caused by or resulting from foreign objects picked up and taken into the **machinery**.

OPTION F - INCREASED SECURITIES COVERAGE

The amount of insurance on securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other valuable papers, drafts, cashiers checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and notes other than bank notes including negotiable orders of withdrawal is increased to the amount shown on the Information Page(s) for Option F.

OPTION G – INCREASED COVERAGE DUE TO THEFT OF CREDIT CARD, FUND TRANSFER CARD, OR LOSS DUE TO CHECK FORGERY

The amount of insurance due to theft of credit card, fund transfer card, or loss due to check forgery is increased to the amount shown on the Information Page(s) for Option G.

OPTION H - PERSONAL INJURY COVERAGE

When this Option is shown on **your** Information Page(s), the definition of **bodily injury** is revised for Coverage F – Personal Liability for the purposes of coverage under this Option only, as follows:

Bodily injury – means physical harm to the body, sickness, or non-communicable disease, including death which results from physical harm to the body, and personal injury. 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.

This expanded definition of **bodily injury** does not apply to Coverage G – Medical Payments to Others or to the Additional Coverage section of the Liability Coverages – Section II.

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

1. False arrest, detention, or imprisonment, or malicious prosecution;

 2. Libel or slander or defamation of character or violation of a person's right of privacy; or3. Wrongful entry or eviction or other invasion of the right of private occupancy.

 For the purposes of coverage under this Option H only, Exclusions 7. & 28. in EXCLUSIONS – SECTION II of **your** policy are replaced with the following:

 7. **Bodily injury** or **property damage** resulting from any act, or lack of action, other than **personal injury**, that in any manner disparages a person, a person's goods, products, or services.

28. **Bodily Injury** other than **personal injury**, and **property damage** arising out of, or in any way resulting from, electronic media such as, but not limited to, electronic chat rooms, electronic bulletin boards, blogs, social or business networking, Facebook, Twitter, Myspace, Linkedin, or any other electronic

 media the **insured** uses, hosts, owns, participates in, or over which the **insured** exercises any control.

For the purposes of coverage under this Option H the following exclusion is added to the EXCLUSIONS – SECTION II of **your** policy:

 Personal injury caused by or at the direction of an insured with the knowledge that the act would violate the rights of another and would inflict personal injury.

OPTION I - BUSINESS PURSUITS

When this Option I is shown on **your** Information Page(s), Coverage F - Personal Liability coverage and Coverage G - Medical Payments to Others coverage apply to the **business** pursuits of the **insured** for the business listed for Option I.

For coverage under this Option I, exclusion 3. under EXCLUSIONS – SECTION II is deleted and replaced with the following:

3. Bodily injury or property damage arising out of business pursuits of any insured. But, the activities of an insured pertaining to the business described on the Information Page(s) for Option I will not be considered business pursuits.

ADDITIONAL EXCLUSIONS

In addition to the exclusions in Exclusions - Section II of **your** policy: This insurance does not cover:

- Bodily injury or property damage arising out of any business pursuits of the
 insured in connection with any business owned or financially controlled by
 the insured or by a partnership, LLC, Corporation, Trust or other entity of
 which the insured is a partner, member, manager, officer, director, executor,
 administrator, or trustee.
- 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.
- When the 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 vehicle, or watercraft owned or operated or hired by or for the
 insured for the purpose of instruction in the use thereof.
- Bodily injury or property damage arising out of barber or beauty operation if the business employs two (2) or more persons.
- 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.
- Any loss, cost, or expense incurred by you or any other person or organization
 arising out of, or in any way resulting from, the loss of use, disposal,
 withdrawal, recall, inspection, notification, repair, replacement, adjustment, or
 removal of your work, products, or impaired property. This applies if your
 work, products, or impaired property is withdrawn or recalled from the market
 or from use by any person or organization because of a known or suspected

- defect, deficiency, or unsafe condition in such work, products, or impaired property.
 - Bodily injury or property damage arising out of, or in any way resulting from, any stated or implied warranty associated with any products or services provided by you including, but not limited to, those associated with the business(s) identified with Option I on the Information Page(s).
 - Bodily injury or property damage occurring off the insured premises which
 arises out of, or in any way results from, a defect, deficiency, inadequacy, or
 unsafe condition in your work or your products.
 - Property damage to:

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- Any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or trustees if **you** are a partnership, joint venture, LLC, Corporation, Trust or other entity.
- Property damage to any premises you sell, give away or abandon, if the property damage arises out of any part of those premises.
 - Property damage to that specific part of real or personal property on which work is being performed by:
 - 1. any insured; or
 - a contractor or subcontractor working directly or indirectly on any insured's behalf;

if the property damage arises out of such work.

- Property damage to that specific part of any property that must be restored, repaired, or replaced because your work that was performed on the property was faulty.
- Property damage to your products if the damage arises out of the products or their parts.
- Property damage to your work if the property damage arises out of your work or any part of it.
- Property damage to property that has been physically injured or impaired, arising out of:
 - 1. a delay or failure to perform a contract or agreement as specified in its terms by **you** or one acting on **your** behalf; or
 - a defect, deficiency, inadequacy, or unsafe condition in your work or products.
- Bodily injury or property damage for which any insured may be held liable by reason of:
 - 1. contributing to or causing the intoxication of a person:
 - 2. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 - 3. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if you:

- a. manufacture, distribute, or sell alcoholic beverages;
- b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business purposes or profit; or
- c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.

OPTION J - OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE

SECTION I

We agree that Coverage C - Personal Property includes property used or intended for use in the **business** shown on the Information Page(s) for Option J, only while on the **insured premises**.

SECTION II

We agree that, with respect to Coverage F - Personal Liability coverage and coverage G - Medical Payments To Others coverage, the occupancy of the **insured premises** by the **insured** as described on the Information Page(s) as an office, school, or studio will not be considered a **business**.

For coverage under this Option I, exclusion 3. under EXCLUSIONS – SECTION II is deleted and replaced with the following:

 Bodily injury or property damage arising out of business pursuits of any insured. But, the activities of an insured pertaining to the business described on the Information Page(s) for Option J will not be considered business pursuits.

ADDITIONAL EXCLUSIONS

In addition to the exclusions in Exclusions - Section II of your policy:

This insurance does not cover:

- Bodily injury to any pupil arising out of corporal punishment administered by or at the direction of any insured.
- Bodily injury to any attendees of a school or daycare operated by or for you
 or on your premises, if the school or daycare has more than four (4) students,
 children, or adults.
- Any loss, cost, or expense incurred by you or any other person or organization
 arising out of, or in any way resulting from, the loss of use, disposal,
 withdrawal, recall, inspection, notification, repair, replacement, adjustment, or
 removal of your work, products, or impaired property. This applies if your
 work, products, or impaired property is withdrawn or recalled from the market
 or from use by any person or organization because of a known or suspected
 defect, deficiency, or unsafe condition in such work, products, or impaired
 property.
- Bodily injury or property damage arising out of, or in any way resulting from, any stated or implied warranty associated with any products or services provided by you including, but not limited to, those associated with the business(s) identified with Option J on the Information Page(s).
- Bodily injury or property damage occurring off the insured premises which
 arises out of, or in any way results from, a defect, deficiency, inadequacy, or
 unsafe condition in your work or your products.
- Property damage to:
- Any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or trustees if **you** are a partnership, joint venture, LLC, Corporation, Trust or other entity.
- Property damage to any premises you sell, give away or abandon, if the property damage arises out of any part of those premises
- **Property damage** to that specific part of real or personal property on which work is being performed by:

2125 1. any **insured**; or 2126 2. a contractor or s

a contractor or subcontractor working directly or indirectly on any insured's behalf;

if the property damage arises out of such work.

- Property damage to that specific part of any property that must be restored, repaired, or replaced because your work that was performed on the property was faulty.
- **Property damage** to **your** products if the damage arises out of the products or their parts.
- Property damage to your work if the property damage arises out of your work or any part of it.
- Property damage to property that has been physically injured or impaired, arising out of:
 - 1. a delay or failure to perform a contract or agreement as specified in its terms by **you** or one acting on **your** behalf; or
 - a defect, deficiency, inadequacy, or unsafe condition in your work or products.
- **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
 - 1. contributing to or causing the intoxication of a person;
 - the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 - 3. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if you:

- a. manufacture, distribute, or sell alcoholic beverages:
- b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business purposes or profit; or
- c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.

OPTION K - SEWER BACKUP COVERAGE

Under COVERAGE A – DWELLING and COVERAGE C – PERSONAL PROPERTY in SECTION I, **we** cover loss caused by water which backs up through sewers or drains located in a dwelling showing Option K on **your** Information Page, including any type system designed to remove subsurface water that is located in such dwelling.

This does not apply to the direct physical loss to any equipment used to remove subsurface water which is caused by mechanical breakdown.

There is no coverage for a loss which occurs or is in progress within the first thirty (30) days of the original effective date of this Option.

The amount of insurance for Sewer Backup Coverage is the amount shown on the Information Page(s) for Option K. Option K does not increase **your** total amount of insurance on Coverage A – Dwelling or Coverage C – Personal Property.

OPTION L - FARM LIABILITY

When the Information Page(s) shows Option L – Farm Liability, the following language has been changed:

- 1. Within the definition section, **Business**, **Insured Premises**, and **Residence Employee** are changed in the policy.
- Within the Exclusions in the Liability section Coverage F the Livestock exclusion and the Custom Farming exclusion are changed in the policy.

Farming Exposures Not Considered Pollution

Covered claims made and suits brought under Option L for **bodily injury** and/or **property damage** arising from traditional farming practices of raising crops and/or **livestock** including, but not limited to those covered claims made and suits brought for:

- a. bodily injury and/or property damage as a result of livestock waste runoff or spills; and/or
- b. bodily injury and/or property damage as a result of dust, noise, unsightliness, odor from livestock or livestock waste or other nuisance claim(s) whether the nuisance is temporary or permanent;

will not be considered pollution. The limit of liability for all these type of non-pollution claims made, and suits brought, for covered losses arising out of any one **occurrence** will not exceed \$25,000. The limit of liability for all such non-pollution claims made and suits brought for all covered losses arising out of all **occurrences** during the twelve month policy period shown on **your** Information Page will not exceed \$50,000. This provision will not increase **our** total limit of liability. This is not an additional amount of coverage.

ADDITIONAL EXCLUSIONS

In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy, **we** do not cover:

- Property damage" arising out of:
 - 1. erroneous delivery of seed or feed;
 - 2. error in mechanical mixture of seed or feed;
 - 3. error in labeling of seed or feed;
 - 4. failure of seed to germinate;
 - 5. cross pollination after seed has germinated; or
 - 6. the presence of disease organisms; noxious weeds; or varietal variations.
- Liability arising out of, or in any way resulting from, any product which has been processed from its original form into another product.
- Damages awarded under:
 - The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";
 - 2. Any law, duet to violation of the M.S.A.W.P.A; or
 - 3. Any regulation promulgated pursuant to the M.S.A.W.P.A.

OPTION M - FARM-RELATED BUSINESS COVERAGE

For the purpose of Coverage F Liability and Coverage G Medical Payments To Others coverages only, when this Option is shown on **your** Information Page(s) the definition of **business** in the policy will not mean the business identified within Option M on the Information Page(s).

Limit of Liability

For the purposes of this Option M, whether **you** have one business or multiple businesses listed under Option M on the Information Page(s) of **your** policy, the limit of liability for all damages covered by this Option will not exceed the limit of liability shown for Coverage F on **your** Information Page for any one **occurrence** nor twice (two times) the amount of the limit of liability shown for Coverage F on

- your Information Page for all damages covered by this Option from all 2232
- 2233 occurrences during the 12 month policy period shown on your Information Page. 2234

2235 ADDITIONAL EXCLUSIONS

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- In addition to the exclusions found in EXCLUSIONS SECTION II of your policy. 2236 2237 we do not cover:
 - Bodily injury or property damage occurring off the insured premises which arises out of, or in any way results from, a defect, deficiency, inadequacy, or unsafe condition in **your** work or **your** products.
 - Property damage to:
- 2241 2242 Any real, personal, or **business** property owned, occupied, used by, rented, 2243 leased, loaned to, or in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured, any employees or 2244 volunteer workers of any insured, or any partners, members, officers, 2245 directors, managers, administrators, executors or trustees if vou are a 2246 partnership, joint venture, LLC, Corporation, Trust or other entity. 2247
- Property damage to any premises you sell, give away or abandon, if the 2248 2249 property damage arises out of any part of those premises 2250
 - Property damage to that specific part of real or personal property on which work is being performed by:
 - 1. any insured; or
 - 2. a contractor or subcontractor working directly or indirectly on any insured's behalf:
 - if the property damage arises out of such work.
 - Property damage to that specific part of any property that must be restored, repaired, or replaced because **your** work that was performed on the property was faulty.
 - Property damage to your products if the damage arises out of the products or their parts.
 - Property damage to your work if the property damage arises out of your work or any part of it.
 - **Property damage** to property that has been physically injured or impaired. arising out of:
 - 1. a delay or failure to perform a contract or agreement as specified in its terms by you or one acting on your behalf; or
 - 2. a defect, deficiency, inadequacy, or unsafe condition in your work or products.
 - Any loss, cost, or expense incurred by **you** or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of your work, products, or impaired property. This applies if your work, products, or impaired property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, products, or impaired property.
 - · Damages awarded under:
 - 1. The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";
 - 2. Any law, duet to violation of the M.S.A.W.P.A; or
 - 3. Any regulation promulgated pursuant to the M.S.A.W.P.A.
 - Bodily injury or property damage for which any insured may be held liable by reason of:
 - 1. contributing to or causing the intoxication of a person;
 - 2. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or

2286 3. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if **you**:

- a. manufacture, distribute, or sell alcoholic beverages;
- b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business purposes or profit; or
- c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.
- Property damage" arising out of:
 - 1. erroneous delivery of seed or feed;
 - 2. error in mechanical mixture of seed or feed;
 - 3. error in labeling of seed or feed;
 - 4. failure of seed to germinate;
 - 5. cross pollination after seed has germinated; or
 - 6. the presence of disease organisms; noxious weeds; or varietal variations.

OPTION N - NAMED PERSON MEDICAL PAYMENTS

All definitions, duties, general provisions, conditions, exclusions, and limitations of Coverage G – Medical Payments to Others apply to those persons listed on the Information Page(s) up to the limits shown for Named Person Medical Payments.

In addition, we do not cover:

- 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.

OPTION O - LOSS ASSESSMENT COVERAGE

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
- 2. An occurrence to which Section II of this policy applies; or
- 3. 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 Information 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.

OPTION P - INCREASED POLLUTION COVERAGE

This endorsement modifies **our** limit of liability in respect to LIMITED POLLUTION COVERAGE.

As respects Pollution, **our** limit of liability for 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 \$100,000 for any one **occurrence**, nor more than \$100,000 for all covered **occurrences** during any twelve (12) month policy period.

If the Information Page(s) lists Option L – Farm Liability, we cover:

- 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 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 in a. and b. above:

- 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.
- For bodily injury or property damage resulting from activities occurring on any insured premises is the limit of liability shown on the Information Page(s).

However, this Option will not increase **our** total limit of liability.

OPTION Q - LIMITED LIVESTOCK LIABILITY COVERAGE

EXCLUSIONS - SECTION II

When Option Q is shown on the Information Page(s), Liability Coverages-Section II is modified as follows:

Exclusion 9. of Exclusions-Section II is hereby amended as follows:

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

OPTION R - VENDOR'S SINGLE INTEREST

When Option R is shown on the Information Page(s), if **you** borrowed money to buy **your** manufactured home and a lien holder is named on the Information Page(s), **we** will pay that lien holder for losses caused by the following perils. The following definitions apply to Option R only:

Collision, Upset, and Overturn – 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.

Alteration – 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.

Conversion – 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.

Concealment – means withholding or hiding the manufactured home.

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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 dealer; or
- 2. The nearest business location of the lien holder or manufactured home 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.

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

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ADDITIONAL EXCLUSIONS

We do not pay for:

- Conversion of attached property originally provided with the manufactured home including furniture (not appliances), drapes, curtains, and bedding.
- 2. Expense of returning separate parts, equipment, or accessories.
- 3. 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.

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IN CASE OF LOSS

- 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.
- 2428 3. Declare the loan in default.
- 4. Repossess the manufactured home promptly.
- 2430 5. Collect all amounts due.
- 2431 The lien holder must give **us** as part of the loss notice, the following:
 - 1. 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.
 - 3. Documents which detail the lien holder's efforts to locate missing parts.
 - 4. Retail sales contract and credit application.
 - 5. All evidence showing how the manufactured home was equipped when sold.
 - Summary of collection efforts.
 - 7. Statement from the law enforcement agency to which the lien holder gave prompt notice of loss.

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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:

- Unearned interest, insurance, finance and other carrying charges computed as
 of the date of claim.
- Penalties or other charges which have been added to the unpaid balance after the loan was finalized.

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2451 LIEN TRANSACTION, LATE OR DEFAULT IN PAYMENT NOTICE

- **We** have no coverage unless the following took place:
 - The lien transaction was entered into in accordance with normal and usual credit standards.
 - The lien instrument, at the time executed, was legally enforceable and created a valid security interest for the lien holder.
 - 3. At the date this coverage came into effect, no payment was more than thirty (30) days past due.
 - 4. The **insured** has defaulted in payment.
 - Written notice of the claim has been given to us within thirty (30) days after repossession has occurred.

NEGLECT

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

RECORDS

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.

OUR RIGHT TO RECOVER PAYMENT

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

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.

OPTION S - SCHEDULED PERSONAL PROPERTY

When Option S is shown on the Information Page(s), the deductible shown within the Option S schedule will apply to this coverage.

The following outlines the classifications indicated on the Schedule shown on Information Page(s):

- 1. Jewelry, as scheduled.
- Furs and garments trimmed with fur or consisting principally of fur, as scheduled
- 3. Cameras, projection machines, video equipment, computers, films, and related articles of equipment, as scheduled.
- 4. Musical instruments and related articles of equipment, as scheduled.
- 5. Silverware, including goldware and pewterware, but excluding pens, pencils, flasks, smoking implements, or jewelry.
- Sporting equipment, including golf clubs, golf clothing, golf equipment, walking 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 shown on the Schedule. New acquisitions: If the **insured** acquires during the term of this endorsement other objects of art, the provisions of this endorsement will apply for the Actual Cash Value (ACV) 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 premium from the date acquired.
- 8. Radio, TV antenna, or satellite dish or antenna, as scheduled.

- 9. 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 the custody or control of the **insured**.
 - 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 any insured, as scheduled.
 - 11. Hunting equipment, including guns and bows, as scheduled.
 - 12. Lawn and Garden Equipment, as scheduled.
 - 13. Medical Equipment including dentures, wheelchairs, insulin pumps, hearing aids, prosthetic devices, and similar equipment, scheduled as Medical Equipment on the Information Page(s).
 - 14. Miscellaneous Items as scheduled.

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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 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 except:

- Loss caused by wear and tear, gradual deterioration, insects, vermin, or inherent vice.
- Loss caused by war (declared or undeclared), civil insurrection, rebellion, or revolution.
- 3. Nuclear Hazard, meaning nuclear reaction, radiation, 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 resulting from nuclear action is covered.
- 4. As to Fine Art(s):
 - a. Damage caused by any repairing, restoration, or retouching process. 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, windstorm, earthquake, flood, explosion, malicious damage, collision, derailment, or overturn of conveyance.
 - b. 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.
- 5. As to Postage Stamps or Rare and Current Coin Collections:
 - a. Fading, creasing, denting, scratching, tearing, thinning, transfer of color, inherent defect, dampness, extremes of temperature, gradual depreciation, damage sustained from handling, or while being actually worked upon.
 - b. 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.
 - c. Loss of or damage to property in the custody of transportation companies or shipments by mail unless by registered mail.
 - d. Theft from any unattended motor vehicle except while being shipped by registered mail.

e. Loss of or damage to any property described herein which is not an actual part of a stamp, money, or numismatic collection.

2562 2563 6. As to lawn and garden equipment:

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We provide Level 3 Protection subject to the General Exclusions – Applicable to all Levels of Protection.

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SPECIAL CONDITIONS

2567 2568 2569 1. Fine Art(s): If fine art(s) are covered, you agree that the fine art(s) 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. 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

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2. 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 burglar, if there are physical marks of forcible entry into the locker, room or structure.

3. 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.

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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 payable will be determined as follows:

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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.

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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.

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5. Settlement and Valuation: **We** will not pay for more than:

2595 2596 2597 a. If the Information Page(s) states that this policy is an Actual Cash Value policy, then the most we will pay will be the lesser of:

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(1) The difference in market value before and after the loss; (2) The limit of liability as scheduled on the Information Page(s);

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(3) The amount of the **insured's** insurable interest in the property:

2600 2601 2602 (4) Any applicable coverage limitation on the property as set forth in this policy.

2603 2604 2605 b. If the Information 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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(1) The difference in market value before and after the loss; (2) The limit of liability which pertains to the coverage;

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(3) The amount of the **insured's** insurable interest in the property;

2609 2610 (4) Any applicable coverage limitation on the property as set forth in this policy.

2611 2612 If you complete repair or replacement of the damaged property and make a repair or replacement cost claim within 180 days of the original loss settlement, then **we** will pay the lesser of:

2613 2614 (1) 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 2615 kind and quality but not necessarily identical or matching materials; 2616 2617
 - (3) The limit of liability.

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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).

- 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 vou 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).
- 8. 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
- 9. 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.

OPTION T - FARM CARGO OPTION

This option 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 your farm employee(s) anywhere within the continental United States (except Alaska) and Canada. Losses occurring elsewhere will not be covered under this Option.

LIMITS OF LIABILITY

Our liability for covered loss to shipments while loaded in or on any one motor vehicle will not exceed the amount shown on the Information 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 Information Page(s) for each occurrence.

ADDITIONAL FXCLUSIONS

This policy does not cover:

- 1. 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.
- 2. Loss caused by vour neglect to use all reasonable means to save and preserve the property at and after any covered loss.
- 3. 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.
- 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.

- 5. 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 Option and for which you are legally liable.
 - 7. 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.

- 9. Collision caused:
 - a. By coming in contact with any portion of the roadbed.
 - b. By striking the rails or ties of street, steam, or electric railroad.
 - By coming in contact with any stationary object in backing for loading or unloading purposes.
 - d. By the coming together of truck and trailer during coupling or uncoupling.
 - e. By collision of the covered property with another object while in the ordinary course of transportation.
- 10. All claims for loss, damage, or expense by wear and tear from ordinary handling due to the mode of transportation.

ADDITIONAL CONDITIONS

The following conditions are added to your policy for this Option.

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 Option will apply to any other **motor vehicle** operated by **you** or **your 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 or by 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 Option 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.

INSPECTION OF RECORDS

We have the right to inspect and copy **your** books, accounts, and records with reference to any claims for loss to which this Option 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 will be open to inspection at reasonable times by any of **our** authorized representatives.

OPTION U – CUSTOM FARMERS EQUIPMENT OPTION

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 2725 Option E-2 Machinery Collision is added for the specifically identified machinery
 2726 shown on the Information Page(s) under Option U – Custom Farmers Equipment.

COVERAGE E - FARM PERSONAL PROPERTY

Sub-paragraph 2.a. of Property Not Covered in Coverage E – Farm Personal Property of Section I is replaced with the following for the purposes of this Option:

We do not cover with respect to Coverage E:

2. Machinery:

 a. While beyond a 100-mile radius of the insured premises when used in custom farming. When Option U – Custom Farmers Equipment is shown on your Information Page, this exclusion 2.a. does not apply to the specifically identified machinery listed with Option U.

FXCLUSIONS - SECTION II

For the purposes of this Option, Exclusion 23. Is deleted and replaced with the following:

23. Bodily injury and property damage arising out of custom farming; however, if the Information Page(s) shows Option L – Farm Liability Coverage, custom farming conducted in a 250-mile radius from the insured premises is covered.

OPTION V - SPECIAL LOSS SETTLEMENT

This Option applies only to **dwelling**(s) or other structures shown on the Information Page(s) listing Option V. In the event of a partial loss, except fire loss, to a covered **dwelling** or other structure, **we** will pay the percentage shown on the Information Page(s) opposite the covered property of the actual loss minus the deductible shown on the Information Page(s). In no event will the amount paid exceed the total amount of insurance shown on the Information Page(s) for the **dwelling** or other structure.

OPTION W - REBUILDING CLAUSE

This Option applies only to **dwelling**(s) or other structures shown on the Information Page(s) listing Option W. In the event of a loss, except fire to a covered **dwelling** or other structure, at **our** option, **we** will pay to **you** the actual cost of repairs, not to exceed 60% of the actual loss or 60% of the amount of insurance shown on the Information Page(s) for that **dwelling** or other structure, whichever is less. If the structure is repaired or replaced for the same use and occupancy within twelve (12) months of the date of loss, at or within 500 feet of the original site prior to the loss, **we** will pay 100% of the actual loss, not to exceed the amount of insurance shown on the Information Page(s) for that **dwelling** or other structure.

OPTION X - ADDITIONAL INSURED - PREMISES ONLY

The definition of **Insured** within this policy is broadened to include the person(s) shown under "Additional Insured – Premises Only" on the Information Page(s), their spouse, and family members residing in the same household. This extension of Section I coverage applies only with respect to property that is jointly owned by **you** and the additional insured. This extension of Section II coverage applies only

with respect to the ownership, maintenance, or use of the **insured premises** or operations necessary to the **insured premises**.

OPTION Y - ADDITIONAL INSURED - GENERAL COVERAGE

The definition of **Insured** within this policy is broadened to include the person(s) shown under "Additional Insured – General Coverage" on the Information Page(s), their spouse, and family members residing in the same household.

OPTION Z - WEIGHT OF ICE, SNOW, OR SLEET

Subject to all restrictions, exclusions, and other terms in SECTION I of **your** policy, **we** cover sudden, accidental, and direct loss caused by weight of ice, snow, or sleet to other structure(s) listed on the Information Page(s); or property contained in the other structure(s), if the policy provides coverage for Coverage C – Personal Property.

There is no coverage for a loss which occurs or is in progress within the first three (3) days of the original effective date of this Option.

OPTION AB – EQUINE BUSINESS LIABILITY COVERAGE COVERAGE FOR THE BOARDING OF HORSES OR HORSES IN THE CARE, CUSTODY, AND CONTROL OF AN INSURED

When Option AB is shown on the Information Page(s), 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 the **insured**.

Training – means the act or process of exercising, disciplining, or educating **equine** to ride or to cart.

For purposes of this endorsement only, 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 of events;
- 7. Training equine.

INSURING AGREEMENT

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.

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

- 2831 1. To death, injury, or theft of **equine you** do not own in **your** care, custody, and control for which **you** are legally liable; and
 - 2. 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 and arising from the negligence of the insured.
 - It is further agreed this insurance does not apply to:
 - 1. Mysterious disappearance of equine;
 - Death, injury, or theft of equine caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
 - a. An insured:

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- b. Others who have an interest in the **equine**;
- c. Others to whom you entrust the equine;
- d. 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 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;
- 5. 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;
- 7. 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:

- a. Counterfeit money or fraudulent post office or express money orders;
- 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.

EXCLUSIONS

In addition to the exclusions in EXCLUSIONS – SECTION II of **your** policy **we** do not cover:

- 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 or competitive speed contest, or preparation for a race or
 speed contest whether the race or speed test has ended before the bodily
 injury or property damage occurs.

- 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 the 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 riding instruction, rental equine, or rodeos.
 - Bodily injury or property damage arising out of 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 #16 under EXCLUSIONS – SECTION II does not apply to coverage provided under Option AB – 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 inception date of this endorsement.

The Annual Aggregate limit also applies separately to any remaining policy period of less than 12 months.

A Per **Equine** Limit of \$5,000, subject to the Annual Aggregate Limit, is the most **we** will pay for the death, injury, or theft of a single **equine**.

Any insurance **we** provide under this coverage, shall be excess over any other similar collectible insurance, whether primary, excess, or contingent for non-owned **equine** under the care, custody, and control of the **insured**

CONDITIONS - SECTION II

With respect to the coverage provided by this option, the following additional conditions are added:

NORMAL HEALTH

You agree that **equine** in **your** care, custody, and control are in normal health and are not receiving veterinary care for any illness, disease, lameness, injury or physical disability.

VETERINARY TREATMENT

If **equine** in **your** care, custody, and control are injured, **you** agree to immediately:

- 1. Secure the services of a licensed veterinarian to treat the injury;
- 2. To give the proper care to the equine; and
- 3. To use every possible means to save the **equine**.

Any expenses incurred in securing veterinary treatment and in giving proper care to the **equine** are solely **your** responsibility.

DEATH OF EQUINE

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.

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OPTION AC - ACTUAL CASH VALUE ROOF DAMAGE SETTLEMENT

When Option AC - Actual Cash Value Roof Damage Settlement is shown on the Information Page(s), any covered loss to the roof of the dwelling or other structure listed on the Information Page(s), as having Option AC, will be on an Actual Cash Value (ACV) basis as stated in Conditions, Section I, paragraph 2.a.

OPTION AD - IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE

DEFINITIONS

With respect to the Provisions of this endorsement only, the following definitions are added:

Identity Theft - means the act of knowingly transferring or using, without lawful authority, a means of identification of an insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Advocate - means a third party expert retained by us to help an insured to resolve the fraudulent use of their personal information and to restore it to preincident status. This help may include contacting credit reporting agencies, credit grantors, collection agencies, and governmental agencies. Such contacts will take place with the permission and cooperation of the **insured**.

Advocacy Service - As an added value, Farm Bureau will provide access to identity theft resolution services by an advocate at no additional premium or cost to the policyholder. This service is not an insurance product and does not reimburse expenses or losses to the policyholder. This service will help victims to notify the appropriate authorities, track and monitor their credit files, and work with grantors of credit until the problem is resolved. Farm Bureau reserves the right to change the providers of these services at its sole discretion.

Account Takeover - is defined as the use of another person's accounts by an unauthorized third party.

Proactive Inquiry – is defined as the insured experiencing an event which places him or her at greater risk of identity theft including but not limited to lost or stolen wallet, stolen financial records, or receipt of a third party notice of security breach or database compromise.

Expenses - mean:

- 1. Costs for notarizing affidavits or similar documents attesting to identity theft required by financial institutions or similar credit grantors or credit agencies.
- 2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantors related to identity theft.
- 3. Lost income resulting from time taken off work to complete identity theft affidavits, meet with or talk to law enforcement agencies, credit agencies. and/or legal counsel related to same, up to a maximum payment of \$200 per day. Total payment for all lost income under this coverage is not to exceed \$5.000.
- 4. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to identity theft.
- 5. Reasonable attorney fees incurred as a result of **identity theft** to:
 - a. Defend lawsuits brought against an insured by merchants, financial institutions, or their collection agencies:

- Remove any criminal or civil judgments wrongly entered against an insured; and
- c. Challenge the accuracy or completeness of any information in a consumer credit report.
- 6. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **identity theft**.

IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE

We will provide advocacy service and identity theft expense reimbursement coverage provided:

- 1. The insured has experienced an identity theft; and
- Such identity theft is first discovered by the insured during the policy period for which the Identity Theft Expense Coverage and Resolution Service applies; and
- 3. Such identity theft is reported to us within 60 days after it is first discovered by you. Failure of the insured to report identity theft and to provide the information requested concerning such identity theft within 60 days of our request 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.

We do not warrant that **our** services or coverage will end, resolve, or solve all problems associated with an **identity theft**. **We** do not warrant that **our** services or coverage will prevent future **identity theft**.

LIMITS OF LIABILITY FOR THIS COVERAGE

Identity Theft Expense Reimbursement Coverage

We will pay up to \$25,000 for necessary and reasonable **expenses** incurred by an **insured** as the direct result of any one **identity theft** just discovered or learned of during the policy period provided the **insured** utilizes the advocacy-guided resolution services part of this coverage.

Any acts or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an **insured**, is considered to be one **identity theft**, even if a series of acts continues into a subsequent policy period.

This coverage is additional insurance. No deductible applies to this coverage.

Advocacy Service

This service is available as needed for any one **identity theft** for up to twelve (12) consecutive months from the inception of service. Expenses **we** incur to provide **advocacy service** do not reduce the limit of liability available for Identity Theft Expense Reimbursement Coverage.

No deductible applies to this service. This service is available for **account** takeover, identity theft, and/or proactive inquiry.

EXCLUSIONS

In addition to all other exclusions in **your** policy, the following exclusions apply to this coverage:

- 3041 We do not cover:
 - Identity theft loss arising out of or in connection with a business.
 - Identity theft loss of a professional or business identity.

- Expenses incurred due to any fraudulent, dishonest, or criminal act by an insured, or any person aiding or abetting an insured, or by any authorized representative of an insured, whether acting alone or in collusion with others.
- Loss other than **expenses**.

- An identity theft by or with the knowledge of any relative or former relative of the insured unless the insured is willing to file a police report and FTC Affidavit and will cooperate with prosecutorial action against the perpetrator.
- An identity theft first discovered by the insured prior to or after the period for which this coverage applies.
- An identity theft that is not reported to the police.
- Identity theft loss presented by a farm employee.
- Identity theft loss to individuals and entities shown as additional insureds.

COVERAGE UNDER TWO OR MORE PARTS

If we provide an insured with advocacy service, we reserve the right to review, limit, reduce and/or possible deny a claim for Identity Theft Expense reimbursement coverage arising from the same event.

COMPUTER SECURITY

Each **insured** has the responsibility to use and maintain security for his/her computer system. This includes the use of personal firewalls and anti-virus software. This includes the proper disposal of used diskettes, CDs, hard drives, and other media used for storage of data and records.

ADDITIONAL CONDITION

The following condition is added to **your** policy with respect to coverage provided by this option:

• What **you** shall do in case of loss;

The following is added:

Send to **us**, within sixty (60) days after **our** request, receipts, bills, or other records that support **your** claim for **expenses** under **identity theft** coverage. Failure of the **insured** to provide the information within the specified time period 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.

All definitions, duties, exclusions, limitations, general provisions, and conditions in **your** policy apply unless specifically modified by this Option.

OPTION AE - REDUCING PROPERTY DEDUCTIBLE

You have this coverage if Option AE – Reducing Property Deductible is shown on the Information Page(s) and the appropriate premium is paid. All definitions, duties, general agreements, conditions, and provisions in the policy apply unless specifically modified by the language in this endorsement.

The deductible amounts shown on the Information Page(s) for Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal Property and Coverage E – Farm Personal Property will be reduced by \$100 after the policy has been continuously in effect for twelve (12) months provided that no loss payment of any kind has been made by us during this twelve (12) month period. A further reduction of \$100 of the deductible amount will be given for each consecutive twelve (12) month policy period where no loss payment is made.

effective beginning at 12:01 a.m. on the next anniversary date following such period. In no event will the deductible be less than zero for any coverage part.

In the event of any loss payment by **us**, the deductible originally shown on the Information Page(s) will be reinstated with respect to any subsequent loss(es) at the next renewal date.

If two or more of the following coverages are involved in any one loss, only the largest applicable deductible will be applied: Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal Property, or Coverage E – Farm Personal Property.

OPTION AF - ELITE COVERAGE

Nothing contained within any of the following will vary, alter, or extend any of the provisions of **your** policy. All definitions, duties, general provisions, and conditions apply unless specifically modified by the language below or the specific Option.

Option AE – Reducing Property Deductible and Option AD – Identity Fraud Expense Coverage and Resolution Service are hereby added and included as part of the Option AF – Elite Coverage.

The following Limitations on Personal Property Coverage, Section I, are <u>increased</u> and amended to read:

- 3. \$2,500 on securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other valuable papers, drafts, cashiers' checks, travelers' checks, certified checks, official checks, checks, certificates of deposit, and notes other than bank notes including negotiable orders of withdrawals.
- 4. \$1,500 per item, maximum of \$5,000 per **occurrence** on jewelry, watches, precious and semi-precious stones, gems, and furs.
- \$5,000 due to theft of credit card or fund transfer card or loss due to check forgery.
- 15. \$1.000 on collector cards.
- 3131 16. \$1.000 on comic books.

These limitations do not increase the amount of insurance for Coverage C – Personal Property shown on the Information Page(s). Each limit is the total limit per **occurrence** for all property in that category.

The following Supplemental Coverages – Section I are <u>increased</u> and amended as follows:

- 4. Trees, Plants, Shrubs, Fences, and Lawn: The limit for any one tree, shrub, or plant is increased from \$500 to \$1,000.
- Outdoor Antennas: The per occurrence limit for loss is increased from \$500 to \$1,000.

The following Supplementary Coverage – Section I is hereby added;

12. Lock Replacement Coverage

We will pay up to \$1,000 for the actual cost incurred to replace or re-key exterior **dwelling** door locks when the exterior door keys or automatic garage door controller(s) are stolen in a covered theft. No deductible applies to Lock Replacement Coverage.

These Supplementary Coverages do not increase any amount of insurance stated in this policy or shown on the Information Page(s). Each coverage is subject to this policy's deductible except where otherwise stated. Under the Additional Coverage section of Liability Coverages – Section II: The per occurrence limit for property damage to property owned by others under paragraph 1. DAMAGE TO PROPERTY OF OTHERS is increased from \$1,000 to \$2,000. OPTION AG - INCREASE RENTERS BUILDING ADDITIONS AND **ALTERATIONS** The amount of insurance for Renters Building Additions and Alterations is increased to the amount shown on the Information Page(s) for Option AG. OPTION AH - CONDOMINIUM OWNERS ADDITIONS AND ALTERATIONS The amount of insurance for Condominium Owners Additions and Alterations is increased to the amount shown on the Information Page(s) for Option AH. OPTION AJ - FLAT ROOF RESTRICTION When Option AJ is shown on the Information Page(s) the following section of the policy is amended as follows: SECTION I GENERAL EXCLUSIONS - APPLICABLE TO ALL LEVELS OF PROTECTION 23. Water damage, meaning: (Sub-paragraph d. is added) d. Water, rain, ice, sleet or snow which exerts pressure on, or flows, seeps or leaks through any portion of any flat roof, or where any wall, roof,

d. Water, rain, ice, sleet or snow which exerts pressure on, or flows, seeps or leaks through any portion of any flat roof, or where any wall, roof, chimney, or other part or portion of the building, adjoins the flat roof, unless the direct force of a Level I peril creates an opening through which water enters. Any roof or portion of any roof will be considered a flat roof if it has a pitch of 2/12 or less.

Except for the addition of sub-paragraph d. to exclusion 23. as noted above in this option, all other terms of exclusion 23. in SECTION I - GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION of **your** policy remain the same.

OPTION AN – INCREASED LIMITS FOR FARMING EXPOSURES NOT CONSIDERED POLLUTION

You have this coverage if Option AN and Option L are shown on the Information Page(s) of **your** policy.

Increased Limits for Farming Exposures Not Considered Pollution

This Option Increases the Limits of Liability for Farming Exposures Not Considered Pollution in Option L.

Farming Exposures Not Considered Pollution

 Covered claims made and suits brought under Option L for **bodily injury** and/or property damage arising from traditional farming practices of raising crops and/or livestock including, but not limited to those covered claims made and suits brought for:

- a. bodily injury and/or property damage as a result of livestock waste runoff or spills; and/or
- b. bodily injury and/or property damage as a result of dust, noise, unsightliness, odor from livestock or livestock waste or other nuisance claim(s) whether the nuisance is temporary or permanent; will not be considered pollution.

The limit of liability for all these type of non-pollution claims made, and suits brought, for covered losses arising out of any one occurrence will not exceed the limit of liability shown for Coverage F on your Information Page for any one occurrence nor the amount of the aggregate limit of liability shown on your Information Page for all damages covered by this Option from all occurrences during the 12 month policy period shown on **your** Information Page.

This provision will not increase our total limit of liability for Section II liability. This is not an additional amount of coverage.

Farm Bureau Town & Country Insurance Company of Missouri MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATION ENDORSEMENT

1. Subject to the provisions of the Missouri Property and Casualty 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.

2. LIMITATIONS OF COVERAGE

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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.

- a. Claims covered by the Association do not include a claim by or against an "insured" of any insolvent insurer, if that "insured" has a not worth of more than \$25 million on the later of the end of the insured's most recent fiscal vear of the 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 the amount of each claim which is less than \$300,000.
 - However, the Association will not:
 - (1) Pay an mount 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.

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Reserved for future use.

The following information is not part of your policy but is provided for your information:

To report a claim:

Call our Claims Call Center, available 24 hours a day, seven days a week:

1-800-922-4632

Contact your Missouri Farm Bureau Agent

File a claim online at: www.mofbinsurance.com

For other customer service needs, please contact your local Missouri Farm Bureau Agent or Customer Support at 1-800-922-4632

See your local Missouri Farm Bureau Insurance Agent or visit www.mofbinsurance.com for more information about these products, offered by Missouri Farm Bureau Insurance:

Property Insurance for Farms, Homes, Mobile Homes and Condos

Personal Property Insurance

Personal Liability Insurance

Farm Liability Insurance

Private Passenger Auto Insurance

Commercial Liability Insurance

Commercial Property Insurance

Commercial Auto Insurance

Boat Insurance

Umbrella Liability Insurance

Life Insurance

Health Insurance