

**A Service of
MISSOURI FARM BUREAU**

**PROTECTOR
INSURANCE
POLICY**



**Farm Bureau Town & Country Insurance
Company of Missouri**

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CU-1266 (08/16)

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1 **FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI**
2 **PROTECTOR INSURANCE POLICY**

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4 CU 1266 (08/16)

5
6 **GENERAL AGREEMENTS**

7
8 This is a legal contract. This contract consists of the application and all
9 representations therein, the Information Page(s), and all policy forms, options and
10 endorsements listed on the Information Page(s). **You** have a duty to read this
11 policy carefully.

12
13 The Information Page(s) identifies the insured persons, property insured, amounts
14 of insurance, the level of protection and valuation methods which apply, the
15 deductibles(s), and any optional coverage or policy endorsements which apply.

16
17 **We**, the Farm Bureau Town & Country Insurance Company of Missouri, agree to
18 insure **you** according to the terms of this policy based:

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

22
23 No insurance is provided if the bank or other financial institution does not honor
24 the check, electronic funds transfer, automatic bank draft, or any other payment
25 method used to make **your** premium payment.

26
27 No insurance is afforded under this policy if payment of premium is not received
28 by **us** by the due date.

29
30 **You** agree, by acceptance of this policy, that:

- 31 1. The information in **your** application is true regardless of who provided or wrote
32 the information on the forms;
- 33 2. **We** insure **you** on the basis that the information in the application is true;
- 34 3. This policy contains all of the agreements between **you** and **us** or any of **our**
35 agents and cannot be orally modified; and
- 36 4. **You** have an insurable interest in the property.

37
38 **You** agree to review the Information Page(s) each time **you** receive one, in order
39 to make sure that:

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

43
44 This entire policy is void as to **you** and all other **insureds** if any **insured**, before or
45 after, a loss conceals or misrepresents any material fact or circumstance, or has
46 engaged in any fraudulent conduct.

47
48 **Loss Reduction and Other Benefits**

49 From time to time and at **our** sole discretion, **we** may provide **you** with or allow
50 others to provide **you** with benefits such as:

- 51 a) items, memberships, merchandise, points, vouchers, rewards, gift cards,
52 services, classes, seminars, or other things of value designed to help **you** or
53 other persons insured under this policy manage the risks **you** or they face,
54 including, but not limited to, loss reduction or safety-related items; or

b) items, memberships, merchandise, points, vouchers, rewards, gift cards, services, classes, seminars, or things of any other type that **we** think may be of value to **you** or someone else insured under this policy; or

c) charitable contributions, donations, or gifts.

These items, memberships, merchandise, points, vouchers, rewards, gift cards, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers, gift cards and reimbursement with qualifying proof of purchase.

All other policy terms and conditions apply. Customer reward points may be accumulated from other qualifying insurance policies issued by **us**. All accumulated customer reward points gained through this policy or any other qualifying policy are surrendered and have no value if **you** fail to continuously maintain an active qualifying policy. Benefits such as those described above may be modified or discontinued at any time.

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.

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. **All-terrain vehicle (ATV)** does not include **utility vehicles (UTV's)**. **All-terrain 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 **you**, or **your relative** if **you** are a person, except **individually identified** or excluded within the Coverage E form or schedule.

Bodily injury – means physical harm to a person and sickness, non-communicable disease, and death, which results from physical harm to the body of a person.

Bodily injury does not mean any sexually transmitted disease, 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 harm to the body of the person on whose behalf the claim is made.

Business – means:

1. 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.
2. 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.
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

110 considered a **business** if the Information Page(s) identifies such **dwelling** as
111 tenant occupied.

112 **Business** does not mean:

113 1. The occasional, non-repetitive sale of personal property at **your residence**
114 **premises** or **non-owner occupied residence premises**.

115 2. Any part-time activity, other than **custom farming** involving the spraying of
116 herbicides, pesticides, fungicides, and fertilizers, engaged in by **you** or any
117 **insured**, if the individual engaged in that activity is under the age of twenty-
118 one.

119 **Custom Farming** – means farm work done by any **insured** for others in
120 exchange for monetary or commodity remuneration. **Custom Farming** does not
121 include exchange labor.

122 **Dwelling** – means the house(s), duplex(s), apartment(s), condominium(s),
123 townhouse(s), mobile home(s), manufactured home(s), or modular home(s)
124 identified on the Information Page(s) and showing Coverage A – Dwelling
125 coverage under Section I of this policy.

126 **Farming** – means **your** production of unaltered **farm products** through the
127 ownership, maintenance, or use of the **insured premises**. **Farming** includes
128 operation of roadside stands where the products sold are the **insured's** own
129 **farm products**.

130 **Farm Employee** – means any person who receives compensation, pay, wages,
131 or other remuneration for performing duties or tasks and/or providing services for
132 **you** and whose duties, tasks or services are in connection with the **farming** of
133 the **insured premises**. It does not include:

134 1. Any person, other than a **farm employee**, who is an **insured** or any **insured's**
135 **relative**;

136 2. Any person shown as an Additional Insured on the Information Page(s), or any
137 such Additional Insured's **relative**; or

138 3. Any employee while engaged in any **business** activity other than **farming**.

139 **Farm Personal Property** – means **livestock**, **machinery**, and **grain and feed**
140 owned by **you**, or **your relatives** if **you** are a person, while being used for
141 personal or **farming** purposes. It does not include any property which is
142 attached to the land or any permanent structure except as provided for irrigation
143 or GPS equipment under **machinery** coverage. A lawn or garden tractor used
144 solely to service **your residence premises** and/or a **non-owner occupied**
145 **residence premises** is considered personal property. **All-terrain vehicles**
146 **(ATV's)** are not considered **farm personal property**, regardless whether used
147 for **farming** purposes.

148 **Farm Products** – means grain crops, grass, hay, silage, cotton, **livestock**,
149 poultry, eggs, bulk milk, fish, vegetables, mushrooms, herbs, fruits, honey,
150 nursery stock, and Christmas trees twelve (12) feet or less in height, raised or
151 grown on the **insured premises**. It does not include any product which has
152 been processed from its original form into another product.

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

157 **Grain and Feed** – means:

158 1. **Grain**, including threshed, harvested or combined corn, wheat, grain sorghum,
159 rice, soy beans, barley, oats, rye, sunflowers, grass seeds, cotton, cotton
160 seed, and fruits and vegetables.

161 2. **Feed**, including hay, straw, fodder, silage, ground feed, and manufactured and
162 processed stock food and food additives.

163 **Individually Identified** – means **farm personal property** which is separately
164 described on the Coverage E schedule on the Information Page. This includes

165 **machinery** purchased by **you**, or **your relative** if **you** are a person, as a
166 replacement for an item listed on the schedule.

167 **Insured** – means **you**, and if **you** are:

- 168 1. A person, **insured** also means **your relatives**;
169 If **you** die, the person having proper legal custody of covered property replaces
170 **you** as the Named Insured. This applies only to insurance on covered property
171 and **your** legal liability arising out of that property. If **you** die, any person who is
172 an **insured** continues to be an **insured** while residing on **your residence**
173 **premises**.
- 174 2. A partnership or joint venture, **insured** also means **your** members or partners
175 acting within the scope of the duties of a member or partner exclusively on behalf of
176 **your** partnership or joint venture;
- 177 3. A limited liability partnership, **insured** also means **your** members or partners acting
178 within the scope of the duties of a member or partner exclusively on behalf of **your**
179 limited liability partnership;
- 180 4. A limited liability company, **insured** also means **your** members or managers acting
181 within the scope of the duties of a member or manager exclusively on behalf of
182 **your** limited liability company;
- 183 5. A Corporation, **insured** also means **your** officers and directors acting within the
184 scope of the duties of an officer or director exclusively on behalf of **your**
185 Corporation;
- 186 6. A Trust or other entity, **insured** also means **your** executors, administrators,
187 trustees, or directors, of the Trust or other entity acting within the scope of the
188 duties of an executor, administrator, trustee or director exclusively on behalf of
189 **your** Trust or other entity.

190 If the Information page(s) lists Option L – Farm Liability, **insured** also includes
191 any **farm employee** while acting within the course and scope of employment in
192 **your farming** operation.

193 **Insured premises** – means:

- 194 1. All locations shown on the Information Pages of **your** policy;
- 195 2. For Coverage F - Personal Liability and Coverage G - Medical Payments To
196 Others only, **insured premises** also includes:
 - 197 a. The part of any residential premises **you** acquire or which is being built by
198 or for **you** during the current policy period for **your** occupancy, until the
199 renewal date of this policy.
 - 200 b. Individual or family cemetery lots and burial vaults.
 - 201 c. The part of any residential premises not owned by any **insured**, while **you**
202 or **your relatives** are temporarily residing there, including while attending
203 school.
 - 204 d. Vacant land **you** own without any structure(s) provided **you** don't own
205 more than 40 such acres.

206 If **your** Information Page lists Option L – Farm Liability, **insured premises** also
207 include:

- 208 3. All premises **you** lease or rent for **farming** purposes when located in the state
209 of Missouri.
- 210 4. The part of any **farming** premises **you** acquire, or which is being built, for
211 **your farming** operation during the current policy period, until the renewal date
212 of this policy.

213 **Livestock** – means:

- 214 1. Cattle, swine, poultry, horses, sheep, mules, donkeys, and goats, including
215 frozen embryos in storage; and
- 216 2. Other animals only when such other animals are **individually identified**.

217 **Machinery** – means:

- 218 1. Tractors, combines, corn pickers, cotton pickers, and similar self-propelled
219 equipment and their attachments designed and principally used for **farming**
220 purposes on the **insured premises**. GPS equipment and its components used

- 221 in **farming** are considered **machinery** whether they are mobile, attached to
 222 **machinery**, self-standing, or attached to a tower or other structure. A tower or
 223 other structure is not considered **machinery** and if insured, must be insured
 224 as an Other Structure.
- 225 2. Hay balers, mowers, rakes, forage harvesters, drills, seeders, cultivators,
 226 plows, disks, harrows, wagons, and similar implements including portable
 227 augers, designed and principally used for **farming** purposes on the **insured**
 228 **premises**.
 - 229 3. Irrigation equipment and all its components to include all pumping and
 230 necessary electrical equipment, whether mobile, free standing, or attached to
 231 the land or any permanent structure. **Machinery** does not mean wells, well
 232 casings, seals, collars, joints, couplings, or other parts used with well casings.
 - 233 4. Farm chemicals, including herbicides, pesticides, fungicides, and fertilizers.
 - 234 5. Farm records and supplies, including gas, diesel fuel, oils, and lubricants.
 - 235 6. Other miscellaneous farm equipment, including tools, saddles and tack,
 236 machines, and supplies.
 - 237 7. Other machinery and equipment designed for **business** use while being used:
 238 a. in **your farming** operation; or
 239 b. in a business shown within Option M on the Information Page(s);
 240 at the time of the loss.
 - 241 8. Portable structures, portable feeders, fencing materials, and portable corrals.
 - 242 9. Building materials for use in **farming**.
 - 243 10. Farm-related business inventory which is inventory held for resale by the
 244 business shown with Option M on the Information Page(s) but only when
 245 **individually identified**.
 - 246 11. **Utility vehicles (UTV's)** while being used in **your farming** operation or in a
 247 business shown with Option M on the Information Page(s) at the time of the
 248 loss, but only when **individually identified**.
- 249 **Market value** – means the price which the property in question would bring when
 250 offered for sale by one willing but not obliged to sell it, and when bought by one
 251 willing or desirous to purchase it but who is not compelled to do so.
- 252 **Motor vehicle** – means:
- 253 1. A motorized land vehicle designed for travel on public roads and which can be
 254 registered and licensed for operation on US highways. This includes vehicles
 255 which with acceptable modifications could pass safety inspections and be
 256 registered for operation on all public roads and US highways.
 - 257 2. A motorized land vehicle subject to motor vehicle registration.
 - 258 3. A trailer or semi-trailer designed for travel on public roads.
 - 259 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper,
 260 home, or utility trailer not being towed by or carried on a vehicle included in 1.
 261 or 2. is not a **motor vehicle**. A utility trailer is any trailer that may be used for
 262 more than one use.
 - 263 5. A self-propelled riding golf cart, snowmobile, or other motorized land vehicle
 264 owned or used by any **insured** and designed for recreational use off public
 265 roads, while off the **insured premises**. A motorized golf cart while used for
 266 golfing purposes on a golf course is not a **motor vehicle**.
 - 267 6. A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy, moped,
 268 motor scooter, mini-bike, utility bike, pocket rocket, or **all-terrain vehicle**
 269 **(ATV)**, owned or used by any **insured** while off the **insured premises**.
 - 270 7. A motorized mini-truck, mini-car, **utility vehicle (UTV)** or similar vehicle,
 271 whose operation or use is prohibited on public roads in the United States,
 272 while operated or used by any **insured** off the **insured premises**.
 - 273 8. Any amphibious type vehicle that can be operated on land and/or water.
- 274 Regarding Coverage E only, a wagon with a pivotal front axle or tongue
 275 assembly is not considered a **motor vehicle**.

276 **Non-owner occupied residence premises** - means the **dwelling(s)** and other
277 structures and grounds at such location(s) identified on the Information Page,
278 that **you** own or rent but is not where **you** reside.

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

284 **Pollutant** – means any contaminant or irritant regardless of whether it is man-
285 made or natural; solid, liquid or gas; or a thermal irritant.

286 This includes but is not limited to asbestos, lead, lead paint, mercury, radon,
287 formaldehyde, solvents, alkalis, acids, fumes, smoke, soot, vapor, gasoline,
288 diesel, alcohol, kerosene, heating oil, any type of petroleum based or bio-based
289 fuel, chemicals, insecticides, fungicides, herbicides, fertilizers, silica, chromated
290 copper arsenate, garbage, refuse, waste and any substance any governmental
291 agency lists as a controlled chemical or hazardous substance. Waste includes
292 materials to be disposed of as well as recycled, reclaimed or reconditioned.

293 **Pollutant** does NOT include:

- 294 a. **livestock** waste runoff or spills;
- 295 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition
296 or decay; or
- 297 c. dust, noise, unsightliness or nuisance, whether temporary or permanent,
298 arising out of **your farming** operation.

299 **Pollution** - means any actual, alleged, or threatened discharge, dispersal,
300 seepage, migration, release, escape, trespass, wrongful entry, ingestion,
301 inhalation or absorption of **pollutants** from any source whether gradual or
302 sudden.

303 **Property damage** – means physical injury to or physical destruction of tangible
304 property, including the loss of its use.

305 **Relative** – means a person related by blood, marriage or adoption who is
306 a resident of **your** household. This includes a ward or foster child. It also
307 includes **your** unmarried and unemancipated child away at school under the age
308 of twenty-five (25).

309 **Residence employee** – means an employee of the Named Insured whose duties
310 are connected to the maintenance of a **dwelling** described on the Information
311 Page(s) and related real property at that location. It also includes a **farm**
312 **employee** if the Information Page(s) lists Option L – Farm Liability. A **residence**
313 **employee** does not include persons while performing duties for any **business** of
314 the Named Insured.

315 **Utility Vehicle (UTV)** – means any motorized vehicle manufactured and designed
316 for off-highway use which is more than fifty inches but no more than sixty-seven
317 inches in width, with an unladen dry weight of two thousand pounds or less,
318 traveling on four or six wheels, with side by side seating and a cargo bed and is
319 used primarily for landscaping, lawn care, maintenance or farming purposes and
320 is not subject to registration in Missouri.

321 **Your residence premises** - means the **dwelling(s)** and other structures and
322 grounds at such location(s) identified on the Information Page, where **you**
323 regularly or seasonally reside.

324 325 SECTION I 326 COVERAGE A – DWELLING

327
328 This policy provides coverage for the described **dwelling** only if Coverage A -
329 Dwelling is shown on the Information Page(s) for that **dwelling** and a premium is
330 listed for such **dwelling**.

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

- 332 1. The **dwelling** and permanently attached fixtures, decks, porches, carports,
333 garages, mailboxes, awnings, and wall-to-wall carpeting.
334 2. Permanently installed outdoor equipment on **your insured premises**, not
335 covered under Coverage B, which provides service to the **dwelling** for
336 heating, cooling, supplying water or electricity, lighting, or cooking. But, this
337 does not include:
338 a. any equipment with a total value of more than ten thousand dollars
339 (\$10,000.00), which is not permanently mounted on the **dwelling** and
340 supplies electricity to the **dwelling**; and/or
341 b. any equipment which **you** do not own.
342 3. Construction materials on the **insured premises** intended for use in
343 connection with the repair, remodeling, or renovation of **your dwelling** when
344 the materials are located on the **insured premises**.
345 4. Headstones and tombstones owned by **you**, whether or not attached to realty.
346 5. The stove, dishwasher, and refrigerator in a **dwelling** rented or held for rental.

347 **We** do not cover:

- 348 1. Outdoor radio or TV or satellite antenna, satellite dish, or similar equipment
349 used to transmit or receive audio or video signals, including their lead-in
350 wiring, accessories, masts, and towers, except as provided in Supplementary
351 Coverages.
352 2. Unattached structures, meaning any structure that is not affixed to the
353 foundation, slab, roof or common wall of the **dwelling**, unless specifically
354 listed on the Information Page(s) under Coverage B Other Structures.
355 3. Above-ground pools, hot tubs, or spas unless specifically listed on the
356 Information Page(s) under Coverage B or as provided in Supplementary
357 Coverages.
358 4. In-ground pools unless specifically listed on the Information Page(s) under
359 Coverage B – Other Structures.
360 5. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in
361 Supplementary Coverages.
362 6. Removal and disposal of debris, except as provided in Supplementary
363 Coverages.
364 7. Fire Department charges, except as provided in Supplementary Coverages.
365 8. Renters Building Additions and Alterations, except as provided in
366 Supplementary Coverages.
367 9. Condominium Owners Additions and Alterations, except as provided in
368 Supplementary Coverages.
369 10. Refrigerated food loss as a result of power interruption, except as provided in
370 Supplementary Coverages.

371 **COVERAGE B – OTHER STRUCTURES**

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

374 **We** do not cover:

- 375 1. Removal and disposal of debris, except as provided in Supplementary
376 Coverages.
377 2. Fire Department charges, except as provided in Supplementary Coverages.
378 3. Renters Building Additions and Alterations, except as provided in
379 Supplementary Coverages.
380 4. Condominium Owners Additions and Alterations, except as provided in
381 Supplementary Coverages.

382 **We** cover Other Structure (s) shown on the Information Page(s) under Coverage
383 B up to the amount of insurance shown on the Information Page(s).
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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 **you**, or **your relatives** if **you** are a person.

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 covered **occurrence** for all property in that category:

1. For personal property away from the **insured premises**, **we** will pay up to a maximum of 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 that is secured and ready for occupation, for the thirty (30) days immediately after **you** begin to move **your** personal property there.
2. \$200 on money, money orders, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins, precious metals, or loss through acceptance of counterfeit money.
3. \$1,000 on securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other valuable papers, drafts, cashier's checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and notes other than bank notes including negotiable orders of withdrawal.
4. \$1,000 per item, maximum of \$3,000, on jewelry, watches, precious and semi-precious stones, gems, and furs.
5. \$1,000 on watercraft, including their trailers, equipment, accessories, and outboard motor(s).
6. \$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, accessories, and ammunition.
8. \$2,000 on fishing rods, reels, lures, tackle boxes, and fishing accessories for loss by theft.
9. \$2,000 for loss by theft of hunting and archery equipment and accessories, excluding firearms, their parts, accessories, and ammunition.
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, gold ware, china, or crystal.
14. \$2,000 for loss by theft of musical instruments.
15. \$500 on collector cards.
16. \$500 on comic books.
17. \$500 on parts and accessories for **motor vehicles** which are not attached to a **motor vehicle**.
18. \$1,000 on saddles and tack used for personal use only, if there is no Coverage E available on **your** policy for such saddles and tack.

PERSONAL PROPERTY NOT COVERED

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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.
4. Motorcycles, motor-tricycles, dune buggies, mini-trucks, or mini-cars whether on or off an **insured premises**.
5. Any type of manned or unmanned aircraft, including their parts and equipment, except small lightweight model airplanes used for recreation and not used or designed for:
 - a. transporting cargo or persons; or
 - b. **business** or commercial use.
6. 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, disc, chip, memory card or other medium designed for use with such device) which may be operated from the electrical system of a **motor vehicle** or watercraft while in or on that **motor vehicle** or watercraft.
8. **Business** property, meaning any property which is currently used in or owned by any **business you** are connected with, except as provided in Supplementary Coverages.
9. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in Supplementary Coverages.
10. 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 covered in any option or endorsement to this policy, except to the extent of the limit stated in that option or endorsement.
14. 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.
19. Farm-related business inventory which is inventory held for resale by the business shown with Option M on the Information Page(s), except as provided in Coverage E.
20. Any 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. Section

- 496 812, Schedules 1, 2, and 3, including any amendments, whether or not it is
497 legal to use or possess such substances, items, or materials.
- 498 21. Currency or representation of value of any kind that is not issued by a central
499 bank or public authority, by whatever name known:
500 a. Whether actual or fictitious; and/or
501 b. Whether it may or may not be accepted as a means of payment; and/or
502 c. Whether it can be transferred, stored, or traded electronically or by any
503 other means; and/or
504 d. Whether it is recognized as, or exchangeable for, legal tender.
505 This includes, but is not limited to, digital currency, crypto currency, or any
506 other electronic or virtual currency.
507

508 COVERAGE D – EXTRA EXPENSE

509 This policy provides coverage for Extra Expense only if Extra Expense is shown
510 on the Information Page(s) and an amount of insurance is listed for Extra
511 Expense.
512

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

- 517 1. Additional Living Expense. If a loss covered under Section I makes the
518 **dwelling** uninhabitable, **we** cover any necessary and reasonable increase in
519 living expenses incurred by **you**, so that **your** household can maintain its
520 normal standard of living. Payment will not be for more than either:
521 a. The shortest time it should take to repair or replace the premises, or
522 b. The shortest time it should take for **your** household to move elsewhere, if
523 **you** permanently relocate.

524 Generator rental expenses incurred as a result of extended power failure due
525 to a covered loss are eligible for reimbursement up to \$250.

526 If **you** have a Fair Rental Value claim on a covered loss, this Additional Living
527 Expense coverage will not apply to a **dwelling** inhabited by any **insured**.

- 528 2. Fair Rental Value. If a loss covered under Section I makes that part of the
529 **dwelling** rented to others or held for rental by **you** uninhabitable, **we** cover its
530 Fair Rental Value. **We** will not pay the Fair Rental Value for any **dwelling** or
531 that portion of a **dwelling** held for rental if it has not been inhabited within 180
532 days prior to the loss. **We** will pay for the shortest time needed to repair or
533 replace the part of the premises rented or held for rental. Fair Rental Value
534 will not include any expense that does not continue while that part of the
535 **dwelling** rented or held for rental is uninhabitable. No **insured** will be entitled
536 to payment under Additional Living Expense and Fair Rental Value for the
537 same element of loss under extra expense.
- 538 3. Prohibited Use. A Civil authority may forbid use of the **insured premises** as a
539 result of direct damage to neighboring premises by a Peril Insured Against in
540 this policy. If so, **we** will cover resulting extra expense loss up to two weeks
541 during which use is prohibited.
542

543 **We** do not cover loss or expense due to cancellation of a lease or agreement.

544 **We** do not cover Fire Department charges, except as provided in Supplementary
545 Coverages.

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

1. 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 **you**, or **your relatives** if **you** are a person. This includes **machinery** leased to **you**, or **your relatives** if **you** are a person, under a written agreement.

Perils insured against with respect to Coverage E:

Subject to all other terms of the policy:

1. **Livestock** are covered for Level One Protection, plus the following:
 - a. Electrocutation 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 unless Option E-2 is shown on the Information Page(s); Farm-related business inventory, which is inventory held for resale by the business shown with Option M on the Information Page(s) and which is **individually identified**, is covered for Level Two Protection; and Tires are covered only for:
 - a. fire, wind, theft, vandalism and malicious mischief; and
 - b. collision with, or running over, an object, if the **machinery** to which the tire is attached at the time of loss is involved in a peril otherwise covered by the policy.
3. **Grain and Feed** are covered for Level Three Protection.

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.
6. \$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.
7. \$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**:

- 605 a. While beyond a 100-mile radius of the **insured premises** when used in
606 **custom farming**.
- 607 b. While being used in any **business**, tractor pull, race, contest or
608 competition. Parades are not considered a contest or competitive event.
609 This exclusion does not apply to **your** business personal property while
610 being used in a business shown within Option M on the Information
611 Page(s) or in **your farming** operation at the time of the loss.
- 612 c. Attached to structures or land, including equipment attached to poultry
613 houses, hog confinement, nursery or farrowing houses, or dairy barns.
614 When **we** have irrigation equipment insured, **we** do cover all of its
615 components including those attached to the land or any permanent
616 structure. **We** do not cover wells, well casing, seals, collars, joints,
617 couplings, or other parts used with well casings. When **we** have GPS
618 equipment and components, used in **farming**, insured, **we** do cover GPS
619 equipment and components attached to a tower or other structure. Towers
620 or other structures to which GPS equipment or components are attached, if
621 insured, must be insured as an Other Structure.
- 622 d. Of the following types: alcohol stills, cotton gin equipment, logging, forestry
623 or sawmill equipment, or quarry equipment.
- 624 3. **Motor vehicles**, watercraft, or aircraft, including their equipment and supplies,
625 except **utility vehicles (UTV's)** while being used in **your farming** operation or
626 in a business shown with Option M on the Information Page(s) at the time of
627 the loss but only when **individually identified**.
- 628 4. **Grain and Feed**:
- 629 a. While in transit by common carrier or a carrier for hire.
- 630 b. While stored or being processed in public elevators or warehouses, seed
631 houses, drying plants, and manufacturing plants.
- 632 c. While in the open, including while in a temporary or makeshift structure;
633 however, **grain and feed** in the open is covered against loss by fire only.
- 634 d. That is:
- 635 1) under government loan or seal; or
636 2) held for resale; or
637 3) of any type crop or plant not falling under the definition of **grain and**
638 **feed**;
- 639 unless **individually identified**.
- 640 5. That property which is specifically excluded in the Coverage E schedule
641 shown on the Information Page(s).
- 642 6. Motorcycles, motor-tricycles, dune buggies, mini-trucks, mini cars, or **all-**
643 **terrain vehicles (ATV's)**, whether on or off premises.
- 644 7. **Farm personal property** specifically or categorically listed in the section
645 entitled "Limitations on Certain Farm Personal Property Coverage" above,
646 except to the extent of the limit stated in that section.
- 647 8. **Farm personal property** specifically or categorically listed in any option or
648 endorsement to this policy, except to the extent of the limit stated in that option
649 or endorsement.
- 650 9. Removal and disposal of debris, except as provided in Supplementary
651 Coverages.
- 652 10. Fire Department charges, except as provided in Supplementary Coverages.
- 653 11. Renters Building Additions and Alterations, except as provided in
654 Supplementary Coverages.
- 655 12. Condominium Owners Additions and Alterations, except as provided in
656 Supplementary Coverages.
- 657 13. Refrigerated food loss as a result of power interruption, except as provided in
658 Supplementary Coverages.

659 14. Any product which has been processed from its original form into another
660 product.

661 SUPPLEMENTARY COVERAGES – SECTION I

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664 **We** provide the following Supplementary Coverages. None of these provide for
665 any additional dollar amounts above and beyond the Limits shown on the
666 Information Page. Each is subject to the applicable coverage deductible, except
667 where otherwise stated.

- 668 1. Emergency Removal: **We** pay for loss to covered property while removed
669 from the **insured premises** to prevent damage by loss which would be
670 covered by this policy. Such property is covered against sudden, accidental,
671 and direct loss not specifically excluded under this policy, for a period up to
672 thirty (30) days.
- 673 2. Debris Removal: **We** pay reasonable and necessary expense incurred by **you**
674 for the removal of debris of covered property following an insured loss not to
675 exceed an amount equal to 10% of the coverage involved. This coverage
676 does not extend to fees or expenses **you** incur for the tearing off, or tearing
677 out, or other costs associated with the demolition of the remains of covered
678 property.
- 679 3. Fire Department Service Charge: **We** will pay up to \$500 for **your** obligation
680 assumed by contract or agreement for fire department charges incurred to
681 save or protect covered property against sudden, accidental, and direct loss
682 not specifically excluded under this policy. No deductible applies to this
683 coverage.
- 684 4. Trees, Plants, Shrubs, Fences, and Lawn: **We** will pay up to 5% of the
685 Coverage A or C amount, whichever is greater, for sudden, accidental and
686 direct loss to trees, plants, shrubs, fences, and lawn caused by fire, lightning,
687 explosion, riot, civil commotion, vandalism or malicious mischief, theft, aircraft,
688 or vehicles not owned or operated by any **insured**.
689 **We** will not pay:
 - 690 a. More than \$500 on any one tree, shrub, or plant.
 - 691 b. For trees, shrubs, plants, or sod grown for **business** purposes.
 - 692 c. If the trees, plants, shrubs, fences, and lawn are located more than 250
693 feet from the **dwelling** on the **insured premises**.
- 694 5. Renters Building Additions and Alterations: This coverage applies only if **you**
695 are not the owner of the residence. **We** will cover fixtures, alterations,
696 installations, or additions that **you** have added to that portion of the residence
697 used exclusively by **you**, and that **you** would be responsible for if there was a
698 covered loss. The most **we** will pay is \$1,000. The same Level of Protection
699 and Settlement and Valuation method apply to this Supplementary Coverage
700 as the Information Page(s) shows for Coverage C.
- 701 6. Condominium Owners Additions and Alterations: **We** will cover, for an amount
702 not greater than \$1,000, unit owner's additions, alterations, fixtures, or
703 installations made to the part of a condominium unit shown on this policy,
704 within the unfinished interior surfaces of the perimeter walls, floors, and
705 ceilings. The same Level of Protection and Settlement and Valuation method
706 apply to this Supplementary Coverage as the Information Page(s) shows for
707 Coverage C on said condominium unit.
- 708 7. Outdoor Antennas: **We** pay up to \$500 per **occurrence** for covered loss
709 caused by a Level One Peril to outdoor radio or TV or satellite antennas,
710 satellite dishes, or similar equipment used to transmit or receive audio or video
711 signals, including their lead-in wiring, accessories, masts, and towers. The
712 same Settlement and Valuation method applies to this Supplementary

- 713 Coverage as the Information Page(s) shows for Coverage A, or Coverage C, if
714 Coverage A is not listed.
- 715 8. **Business Property:** If coverage C – Personal Property is shown on the
716 Information Page(s) **we** will pay up to \$2,500 per **occurrence** for property
717 used in **business**, or held for resale, but only while the **business** property is
718 on the **insured premises**. The same Level of Protection and Settlement and
719 Valuation method apply to this Supplementary Coverage as the Information
720 Page(s) shows for Coverage C.
- 721 9. **Refrigerated Food:** If Coverage C – Personal Property is shown on the
722 Information Page(s) **we** will pay up to \$500 per **occurrence** for loss of food
723 under refrigeration as a result of power interruption. The same Level of
724 Protection and Settlement and Valuation method apply to this Supplementary
725 Coverage as the Information Page(s) shows for Coverage C. A \$25
726 deductible applies to this Supplementary coverage.
- 727 10. **Pools, Hot tubs and Spas:** If Coverage C – Personal Property is shown on the
728 Information Page(s) **we** will pay up to \$5,000 per **occurrence** for loss to
729 above-ground pools, hot tubs, and spas, and for the fixtures, equipment,
730 machinery, and decking pertaining to the operation, service, or use of those
731 items. This is the most **we** will pay regardless of the number of items covered.
732 The same Level of Protection and Settlement and Valuation method applies to
733 this Supplementary coverage as the Information Page shows for Coverage C.
- 734 11. If a loss to a **dwelling**, caused by a Peril Insured Against for that **dwelling**
735 under Section I results in **fungi or mold**, other microbes, or rot, **we** will pay
736 for:
- 737 a. Remediation of the **fungi or mold**, other microbes, or rot. This includes
738 payment for the reasonable and necessary cost incurred to :
- 739 (1) Remove the **fungi or mold**, other microbes, or rot from covered
740 property or to repair, restore, or replace that property; and
741 (2) Tear out and replace any part of the building as needed to gain
742 access to the **fungi or mold**, other microbes, or rot.
- 743 b. Any reasonable and necessary increase in living expense **you** incur, so
744 that **your** household can maintain its normal standard of living if the **fungi**
745 **or mold**, other microbes, or rot makes the **dwelling** unfit to live in. **We** do
746 not cover loss or expense due to cancellation of a lease or agreement.
- 747 c. Any reasonable and necessary testing or monitoring of air or property to
748 confirm the absence, presence, or level of the **fungi or mold**, other
749 microbes, or rot, whether performed prior to, during, or after removal,
750 repair, restoration, or replacement. The cost of such testing will be
751 provided only to the extent that there is a reason to believe that there is the
752 presence of **fungi or mold**, other microbes, or rot.
- 753 **We** will pay under this additional coverage only if:
- 754 a. The covered loss and **fungi or mold**, or bacteria occurs during the policy
755 period;
- 756 b. All reasonable means were used to save and preserve the property at the
757 time of and after the covered loss; and
- 758 c. **We** receive prompt notice of the covered cause of loss that is alleged to
759 have resulted in **fungi or mold**, other microbes, or rot.
- 760 The most **we** will pay under this supplementary coverage is \$5,000 per
761 covered **occurrence**.
- 762 12. **Outdoor Equipment:** If Coverage B – Other Structures is shown on the
763 Information Page(s) **we** will pay up to \$1000 per covered **occurrence** for
764 permanently installed outdoor equipment on **your insured premises**, not
765 otherwise covered under Coverage A or Coverage B, which provides service
766 to an Other Structure(s) shown on the information page(s) for heating, cooling,
767 supplying water, electricity, or lighting. But, this does not include any

768 equipment which **you** do not own or any equipment which services the
769 **dwelling**. The same level of Protection and Settlement and Valuation method
770 apply to this Supplementary Coverage as the Information Page(s) shows for
771 the Other Structure the equipment services. If the equipment services more
772 than one Other Structure, the highest level of coverage applies.
773

774 These Supplementary Coverages – Section I are the most **we** will pay for the total
775 of all loss or costs regardless of the number of locations or items of property
776 insured under this policy or the number of losses or claims made.
777

778 This is not additional insurance and does not increase the amount of insurance
779 that applies to the damaged property.
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781 **SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E ONLY**

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783 These additional supplementary coverages apply to **your** policy only when the
784 amount of insurance for Coverage E is \$25,000 or more. They do not increase
785 the amount of insurance for Coverage E shown on the Information Page(s).
786 Except as stated in this section, they are subject to all policy provisions, including
787 but not limited to, the Coverage E deductible, Level of Protection, Limitations on
788 Certain Property, and co-insurance requirement.

- 789 1. Borrowed **Machinery**: **We** cover **machinery** which **you** or any **insured**
790 borrows or rents for use in the operation of **your** farm. This does not include
791 **machinery** used for **business** purposes or **custom farming**. The most **we**
792 will pay is 50% of the total amount of insurance for Coverage E or \$25,000,
793 whichever is less. **We** will not pay for any borrowed machinery in which any
794 **insured** has an ownership, lease, or lienholder interest. This coverage is
795 excess over any other insurance available to the owner of the borrowed
796 **machinery**.
- 797 2. Co-Insurance Waiver for Newly Purchased **Machinery**: When the policy
798 includes **machinery** on a **blanket** basis, **we** also cover newly purchased
799 **machinery**. Within Thirty (30) days of the purchase date, **we** will use only the
800 **market value** of the new **machinery** which exceeds \$50,000 in determining
801 the co-insurance requirement for any covered loss. After the thirty (30) days
802 has expired, the full **market value** will be used.
- 803 3. Farm Extra Expense: **We** will pay up to \$3,000 per **occurrence** to cover
804 reasonable extra expense actually incurred by the **insured** to continue **your**
805 normal **farming** operations which are interrupted because of a covered loss.
806 The co-insurance requirement does not apply to this coverage.
- 807 4. Power Interruption: **We** will pay up to \$2,000 per **occurrence** for loss to
808 frozen semen and embryos, to refrigerated bulk milk, and to refrigerated **farm**
809 **products** covered by this policy when the loss is the result of power outage,
810 including leakage of cooling agent, causing heating or cooling failure. This
811 does not include loss resulting from accidental disconnection of an electrical
812 cord, negligence in the operation of any **machinery**, or failure to make a
813 reasonable attempt to reduce the loss.
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818 **PERILS INSURED AGAINST – SECTION I**

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820 Three levels of protection are available. Refer to the Information Page(s) to
821 determine which one applies.
822

LEVEL ONE PROTECTION

If **you** have Level One Protection shown on the Information Page, **we** only cover sudden, accidental and direct loss caused by the following perils, subject to the limitations included within the perils listed below, the General Exclusions - Applicable to all Levels of Protection, and all other terms of this policy:

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.

4. Explosion.

5. Riot or civil commotion.

6. Aircraft, including self-propelled missiles and spacecraft.

7. Vehicles.

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

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 included in this peril.

9. Vandalism or malicious mischief.

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.

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.

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LEVEL TWO PROTECTION

If **you** have Level Two Protection shown on the Information Page, **we** provide the 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 - Applicable to all Levels of Protection, and all other terms of this policy:

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
 - (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, corrosion, 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 sixty (60) consecutive days immediately before the loss. For the purposes of this peril 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 or air conditioning system, automatic fire protective sprinkler system, or a household appliance. This peril does not include loss while the **dwelling** or other structure at the premises where the loss occurs is vacant, unoccupied, or under construction unless:
 - a. Heat has been maintained in the **dwelling** or other structure where the loss occurs; or

- 932 b. The liquid supply has been shut off and all liquid drained from the system
933 and appliances in such **dwelling** or other structure.
- 934 17. Sudden, accidental, and direct damage from artificially generated electrical
935 current.
- 936 18. Collapse. **We** will cover loss or damage to covered property caused by the
937 collapse of a **dwelling** or other structure at the **insured premises**. Collapse
938 means the abrupt falling down or caving in of a building or part of a building
939 with the result that the building or part of the building cannot be occupied or
940 used for its current intended purpose. A building or any part of a building that
941 is in danger of falling down or caving in is not considered to be in a state of
942 collapse. A part of a building that is standing is not considered to be in a state
943 of collapse even if it has separated from another part of the building. A
944 building or any part of a building that is standing is not considered to be in a
945 state of collapse even if it shows evidence of cracking, bulging, sagging,
946 bending, leaning, settling, shrinkage or expansion. This peril does not include
947 damage to any of the following unless the damage is the direct result of the
948 **dwelling** or other structure collapse: retaining walls, foundation walls,
949 decorative walls, landscape walls, free-standing walls, swimming pools, piers,
950 wharves, docks, patios, walks, roadways and other paved surfaces, or
951 awnings or yard fixtures. Nor does it include damage caused by settling,
952 cracking, bulging, shrinking, or expansion of pavement, foundation, wall, floor,
953 roof, or ceiling unless the damage is the direct result of the **dwelling** or other
954 structure collapse.

955 **LEVEL THREE PROTECTION**

956 **We** cover all sudden, accidental, and direct loss to property insured under Level
957 Three Protection as shown on the Information Page(s). This protection is subject
958 to the General Exclusions - Applicable to all Levels of Protection, and all other
959 terms of this policy.

960 **GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION**

961 **We** will not pay for loss or damage whether sudden or gradual, that is directly or
962 indirectly caused by, arising out of, contributed to, or aggravated by any of the
963 following causes of loss. Such loss or damage is excluded regardless of any
964 other causes or events that contribute concurrently or in any other sequence to
965 the loss.

- 966 1. Wear and tear.
- 967 2. Marring or scratching.
- 968 3. Deterioration.
- 969 4. Inherent vice.
- 970 5. Latent or inherent defect.
- 971 6. Mechanical or electrical breakdown or lack of lubrication.
- 972 7. Rust or corrosion.
- 973 8. **Fungi or mold**, except as provide in Supplementary Coverages.
- 974 9. Wet or dry rot.
- 975 10. Contamination.
- 976 11. **Pollution**.
977 However, this exclusion does not apply to sudden and accidental smoke or
978 soot that escapes from household appliances, fire places or non-solid fuel
979 heating systems.
- 980 12. Smog.
- 981 13. Smoke from agricultural or industrial operations.

- 986 14. Settling, cracking, shrinkage, bulging, sagging, leaning, or expansion of
987 pavement, walks, patios, foundations, walls, floors, ceilings, chimneys, fences,
988 retaining walls, decorative walls, landscape walls, free-standing walls, decks,
989 driveways, carports, or swimming pools.
- 990 15. Birds, vermin, rodents, insects, or domestic or wild animals.
- 991 16. Vandalism or malicious mischief or breakage of glass and safety glazing:
992 a. If the **dwelling** at the premises where the loss occurs has been vacant or
993 unoccupied for more than sixty (60) consecutive days immediately
994 preceding the loss. For the purpose of vandalism or malicious mischief or
995 breakage of glass and safety glazing only, a **dwelling** or other structure
996 under construction is not considered vacant.
997 b. If committed by a tenant of the **dwelling**.
- 998 17. Loss:
999 a. To a **dwelling** or other structure caused by continuous or repeated
1000 seepage or leakage of water or steam from a:
1001 (1) Heating, air conditioning or automatic fire protective sprinkler system;
1002 or
1003 (2) Household appliance; or
1004 (3) Plumbing system, including from, within, or around any shower stall,
1005 shower bath, tub installation, hot tub, spa, whirlpool, or other plumbing
1006 fixture, including their walls, ceilings, or floors which occurs over a
1007 period of time and results in deterioration, rust, **fungi or mold**, or wet
1008 or dry rot.
1009 b. To the system or appliance from which water or steam escapes.
1010 c. On the **insured premises** caused by accidental discharge or overflow of
1011 water which occurs off the **insured premises**.
1012 d. Caused by backup of any sewer or drain.
- 1013 18. Freezing of a plumbing, heating or air-conditioning system, automatic fire
1014 sprinkler system, or household appliances including but not limited to hot tubs,
1015 spas, or whirlpools, or by discharge, leakage, or overflow from the system or
1016 appliance, while the **dwelling** or other structure at the premises where the loss
1017 occurs is vacant or unoccupied unless:
1018 a. Heat has been maintained in the **dwelling** or other structure where the
1019 loss occurs; or
1020 b. The liquid supply has been shut off and all liquid drained from the system
1021 and domestic appliances in such **dwelling** or other structure.
- 1022 19. a. Freezing, thawing, or pressure of water, ice, sleet, or snow whether driven
1023 by wind or not, to pavement, patios, foundations, walls, retaining walls,
1024 decorative walls, landscape walls, free-standing walls, floors, ceilings,
1025 chimneys, fences, decks, sidewalks, driveways, carports, or swimming
1026 pools, bulkheads, piers, wharfs, or docks;
1027 b. Weight of water, ice, sleet, or snow to an awning, fence, patio, pavement,
1028 sidewalk, driveway, swimming pool, foundation, retaining wall, decorative
1029 wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock, or a
1030 carport not attached to the **dwelling**.
- 1031 20. Ordinance or law, meaning enforcement of any ordinance or law regulating the
1032 construction, maintenance, repair, or demolition of a **dwelling** or other
1033 structure, unless specifically provided under this policy. **We** will cover loss
1034 caused by actions of civil authorities to prevent the spread of a fire caused by
1035 an insured peril or with respect to glass replacement with safety glazing when
1036 required by law. **We** do not cover under Coverage E – Farm Personal
1037 Property seizure of, destruction of, damage to, or quarantine of any **farm**
1038 **personal property** by any government, public, or local authority.

- 1039 21. Earthquake, including land shock waves or tremors before, during, or after an
1040 earthquake. However, **we** do cover direct physical loss by fire resulting from
1041 earthquake.
- 1042 22. Earth movement, including but not limited to sinking, rising, shifting,
1043 expanding, contracting, settling, subsidence, collapse, and bulging, whether
1044 caused naturally or manmade. However, **we** do cover direct physical loss by
1045 fire resulting from earth movement.
- 1046 23. Water damage, meaning:
- 1047 a. Flood, waves, tidal water, overflow of a body of water, or surface water
1048 from any cause. **We** do not cover spray from any of these, whether or not
1049 driven by wind.
- 1050 b. Water or sewage from any source which backs up through sewers or
1051 drains, or which overflows from a sump.
- 1052 c. Regardless of its source, water below the surface of the ground.
1053 This includes, but is not limited to, water which exerts pressure on, flows,
1054 seeps, or leaks through any part of any **dwelling**, building or other structure,
1055 or any foundation, wall, floor, ceiling, sidewalk or walk, driveway, patio,
1056 swimming pool, retaining wall, decorative wall, landscape wall, free-standing
1057 wall, or any other part of **your** property.
- 1058 24. Power interruption, meaning the interruption of power or other utility service, if
1059 the interruption takes place away from the **insured premises**. This does not
1060 apply to supplementary coverage applicable to Coverage E – Farm Personal
1061 Property. If a peril insured against occurs on the **insured premises**, **we** will
1062 pay only for loss caused by that peril.
- 1063 25. Neglect of any **insured** to use all reasonable means to protect covered
1064 property at and after the time of loss or when property is threatened by an
1065 insured peril. For the purposes of this exclusion, when the **dwelling** described
1066 on the Information Page(s) is owner occupied, **insured** also means any
1067 person related to an **insured** by blood, marriage, or adoption, or any ward or
1068 foster child, living anywhere in the **dwelling** described on the Information
1069 Page(s), whether or not they are paying rent, lease payments or other
1070 consideration.
- 1071 26. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or
1072 discharge of a nuclear weapon or device, even if accidental.
- 1073 27. Nuclear hazard, meaning nuclear reaction, radiation, radioactive
1074 contamination, or any consequence of any of these. Loss caused by nuclear
1075 action is not considered loss by perils of Fire, Explosion, or Smoke. Sudden,
1076 accidental, and direct loss by fire resulting from nuclear action is covered.
- 1077 28. Intentional losses, meaning any loss or damage that is intentionally caused by,
1078 at the direction of, or with the permission of, any **insured** or any of **your**
1079 partners, members, managers, officers, directors, shareholders, executors,
1080 administrators, or trustees if **you** are an entity other than a person, whether
1081 such persons are sane or insane, unless payment of any such loss is
1082 otherwise mandated under 375.1312 RSMO regarding a claim of any innocent
1083 coinsured. Payment of any loss required by law shall be limited to the amount
1084 mandated by 375.1312 RSMO. For the purposes of this exclusion, when the
1085 **dwelling** described on the Information Page(s) is owner occupied, **insured**
1086 also means any person related to an **insured** by blood, marriage, or adoption,
1087 or any ward or foster child, living anywhere in the **dwelling** described on the
1088 Information Page(s), whether or not they are paying rent, lease payments or
1089 other consideration.
- 1090 29. Theft:
- 1091 a. When committed by, at the direction of, or with the permission of:
- 1092 (1) any **insured**, the husband, wife, child, or **relative** of any **insured**;

- 1093 (2) any of **your** partners, members, managers, officers, directors,
 1094 shareholders, executors, administrators, or trustees, if **you** are an
 1095 entity other than a person; or
- 1096 (3) any **farm employee** or any resident of the **insured premises**.
 1097 This exclusion 29.a. shall not apply to an **insured** who did not cooperate in
 1098 or contribute to the creation of the loss and the loss arose out of a pattern
 1099 of domestic violence, provided that said **insured** files a police report and
 1100 completes a sworn affidavit for **us** that indicates both the cause of the loss
 1101 and a pledge to cooperate in the criminal prosecution of the person
 1102 committing the act causing the loss.
- 1103 b. Of tools, unattached materials, or unattached supplies for use in the
 1104 construction, repair, addition, remodel, renovation, or rehabilitation of any
 1105 **dwelling**, building or building component, or other structure while such
 1106 tools, materials or supplies are located away from **your residence**
 1107 **premises**.
- 1108 c. From that part of an **insured premises** rented from any **insured** to other
 1109 than any **insured**.
- 1110 d. When it occurs off the **insured premises** of :
- 1111 (1) Property while at any building owned, rented or occupied by any
 1112 **insured**, except while **you** or **your relative** is temporarily living there.
 1113 Property of **you** or **your relative** when a student is covered while at a
 1114 residence away from the **insured premises** if such student has been
 1115 there at any time during the forty-five (45) days immediately before the
 1116 loss.
- 1117 (2) Watercraft and its furnishings, equipment, and outboard motors.
- 1118 (3) Trailers and campers of any type, including their parts and supplies
 1119 whether attached or not.
- 1120 e. Disclosed at the time of taking inventory.
- 1121 f. Due to wrongful conversion, misappropriation of assets, or embezzlement.
- 1122 30. Escape or mysterious disappearance.
- 1123 31. The action, lack of action, decision or lack of decision, of any person, group,
 1124 organization, or government body.
- 1125 32. The conduct of any person, group, organization, or government body,
 1126 regardless of whether the conduct is negligent, wrongful, intentional, or without
 1127 fault.
- 1128 33. Defect, weakness, inadequacy, fault, or unsoundness in:
- 1129 a. Planning, zoning, development, surveying, setting.
- 1130 b. Design, specifications, workmanship, construction, grading, compaction.
- 1131 c. Materials used in construction or repair.
- 1132 d. Maintenance of any property (including land, structures, or improvements
 1133 of any kind) whether on or off the **insured premises**.
- 1134 34. Illegal, criminal, or dishonest acts or activities by, at the direction of, or with the
 1135 permission of:
- 1136 a. any **insured** or the husband, wife, child or **relative** of any **insured**; or
- 1137 b. any of **your** members, partners, managers, officers, directors,
 1138 shareholders, executors, administrators, or trustees, if **you** are an entity
 1139 other than a person.
- 1140 For the purposes of this exclusion, when the **dwelling** described on the
 1141 Information Page(s) is owner occupied, **insured** also means any person
 1142 related to an **insured** by blood, marriage, or adoption, or any ward or foster
 1143 child, living anywhere in the **dwelling** described on the Information Page(s),
 1144 whether or not they are paying rent, lease payments or other consideration.
- 1145 35. Any act or activity or change in hazard that materially increases the risk.
- 1146 36. **Machinery** colliding with the ground or rocks on the ground, or objects
 1147 entering **machinery** whether or not this policy includes Option E-2. However,

1148 this exclusion does not apply to mobile GPS equipment while not attached to
1149 other **machinery** if Option E-2 is shown on the Information Page(s), and this
1150 exclusion does not apply to glass breakage.

- 1151 37. Freezing, except if **you** have Level Two or Level Three Protection **you** do have
1152 coverage for freezing as provided in peril 16. of Level Two Protection, subject to all
1153 other restrictions and exclusions within **your** policy.

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1155

CONDITIONS – SECTION I

1156
1157

1. WHAT THE INSURED SHALL DO IN CASE OF LOSS

If a loss occurs, the **insured** must:

- 1158
1159 a. Give **us** immediate written notice. In case of theft or vandalism or
1160 malicious mischief damage, also notify the local law enforcement within
1161 24 hours of the discovery of the theft or damage. In case of loss under
1162 Credit Card, Fund Transfer Card, and Check Forgery Coverage, also
1163 notify the issuer of the card or the bank within 24 hours of discovery.
1164 b. Use all reasonable means to protect the property from further damage,
1165 including but not limited to, making necessary and reasonable repairs to
1166 protect the property and keeping records of the cost of repairs.
1167 c. Make a detailed list of all damaged, stolen, or destroyed personal
1168 property, including the following information:
1169 (1) The number of items damaged;
1170 (2) A detailed description of the item including the brand name or
1171 manufacturer's name;
1172 (3) Model name;
1173 (4) Model or serial number;
1174 (5) Name and address of the person or business obtained from;
1175 (6) Month and year obtained or purchased;
1176 (7) Whether it was new or used when obtained or purchased, and if
1177 used, age when obtained or purchased;
1178 (8) The amount of the purchase price;
1179 (9) The current replacement cost, the cost to repair, the **market value** of
1180 the item before the loss, and the **market value** after the loss.
1181 d. For **dwelling** or other structure damage, provide detailed, itemized repair
1182 or reconstruction cost plans and estimates, and documents showing the
1183 value of the **dwelling** or other structure before the loss and after the loss.
1184 e. Send to **us**, within 60 days after loss, the information requested in c. and
1185 d. above and a completed proof of loss form provided by **us**, signed, and
1186 sworn to by any **insured we** designate. The proof of loss must include:
1187 (1) The date, time, and cause of loss.
1188 (2) The interest of the **insured** and all others in the property.
1189 (3) All debts or liens on the property.
1190 (4) All other insurance policies that apply to the loss.
1191 (5) Changes in title, use, occupancy, or possession of the property.
1192 (6) The total amount of loss **you** are claiming using the valuation
1193 method required by the policy.

1194 Failure of the **insured** to provide the notification or information requested in
1195 1a., 1c., 1d., or 1e. within such specified time, may result in the denial of any
1196 insurance coverage otherwise available if **we** can establish that **our** rights
1197 have been prejudiced by the lack of such notice or information.

- 1198 f. Not dispose of any damaged property until **we** authorize disposal of it.
1199 The damaged property must be exhibited to **us** or **our** representative, as
1200 often as may be reasonably required, and **we** must be permitted to take
1201 samples of the property.

- 1202 g. At **our** request, submit to examinations under oath as often as reasonably
1203 required, while not in the presence of any other **insured**, and sign the
1204 transcript of the examinations. This applies to any and all **insureds**.
1205 h. Produce for examination, with permission to copy, all information
1206 contained in any writings or other magnetic, recording, or storage media
1207 which **we** deem material to **our** investigation. If any such information is
1208 not in the **insured's** possession, custody, or control, the **insured** must
1209 authorize **us** to obtain the information.
1210 i. Produce receipts or records for any items or expenses claimed.
1211 j. Cooperate with **us** in determining the cause and amount of loss.
1212 k. Provide a detailed inventory of all **farm personal property** not
1213 **individually identified** or shown as excluded on the Information Page(s).

1214 2. SETTLEMENT AND VALUATION

- 1215 a. If the Information Page(s) states that Actual Cash Value applies, then the
1216 most **we** will pay will be the lesser of:
1217 (1) The difference in **market value** before and after the loss;
1218 (2) Replacement Cost of damaged or stolen property less depreciation;
1219 (3) The limit of liability which pertains to the coverage;
1220 (4) The amount of the **insured's** insurable interest in the property; or
1221 (5) Any applicable coverage limitation on the property as set forth in this
1222 policy.
1223 b. If the Information Page(s) states that Replacement Cost applies, then, until
1224 **you** complete repair or replacement of the damaged or stolen property, the
1225 most **we** will pay will be the lesser of:
1226 (1) The difference in **market value** before and after the loss;
1227 (2) Replacement Cost of damaged or stolen property less depreciation;
1228 (3) The limit of liability which pertains to the coverage;
1229 (4) The amount of the **insured's** insurable interest in the property; or
1230 (5) Any applicable coverage limitation on the property as set forth in this
1231 policy.

1232 If **you** complete repair or replacement of the damaged or stolen property at
1233 the same location and make a repair or replacement cost claim within 180
1234 days of the original loss settlement, then **we** will pay the lesser of:

- 1235 (1) The amount determined by **us** to repair or replace the damaged or
1236 stolen property;
1237 (2) The amount it would take, determined by **us**, to repair or replace the
1238 damaged or stolen property, with like kind and quality but not
1239 necessarily identical or matching materials, at the same location; or
1240 (3) The limit of liability.

1241 Coverage for repair or replacement will not include payment to replace
1242 undamaged portions of property and will not include payment for any
1243 difference in value due to replacement materials that are not identical to, or
1244 an exact match to, undamaged materials.

- 1245 c. If **you** have a partial loss caused by fire, then **you** have an option to have
1246 **us** repair the property, the cost not to exceed the amount written in the
1247 policy, so that the property shall be in as good a condition as before the
1248 fire.
1249 d. Under any valuation above, **we** do not pay for any increase in loss or
1250 expense due to any ordinance, code, or law requiring or regulating the
1251 construction, repair, replacement or demolition of a **dwelling** or other
1252 structure.
1253 e. Under any valuation method, the cost to repair or replace is determined by
1254 **us**, based on **our** knowledge of the prices charged by repair or
1255 replacement facilities. To aid **us** in determining the cost to repair or
1256 replace, **we** may utilize any one or more of the data bases, appraisal tools,

- 1257 and other methods commonly used in the insurance industry to determine
1258 the prices charged by repair or replacement facilities.
- 1259 f. In determining **market value**, **we** will not pay more than \$2,500 in total for
1260 value derived from age, history, or rarity. There is no coverage for
1261 sentimental value. This \$2,500 amount will be the aggregate limit per
1262 **occurrence** regardless of the number of items damaged or stolen.
- 1263 g. Replacement Cost coverage will not apply to property not maintained in
1264 good or workable condition or which because of its age or condition has
1265 become outdated or obsolete, property no longer available or unusable for
1266 its originally intended purpose, or property for which parts are no longer
1267 available.
- 1268 h. Replacement Cost will not apply to **all-terrain vehicles (ATV's)** and **utility**
1269 **vehicles (UTV's)**.
- 1270 i. In respect to Replacement Cost claims for personal property,
1271 notwithstanding any of the above referenced provisions, **we** will pay no
1272 more than four hundred percent (400%) of the original cost of any item.
- 1273 j. In respect to a loss of, or damage to, a pair or set, **we** may repair or
1274 replace any part of the pair or set to restore it to its value before the
1275 covered loss, or **we** may pay the difference between the **market value** of
1276 the property before and after the covered loss.
- 1277 k. With respect to a loss to a **dwelling** or other structure under construction,
1278 the amount on the Information Page(s) will be reduced to equal the amount
1279 actually spent on such **dwelling** or other structure at the time of loss.
- 1280 l. The following co-insurance requirement applies to Coverage E only:
1281 **You** must maintain insurance on all covered property for at least 80% of
1282 the total **market value** of all covered property. If **you** do not maintain the
1283 80% requirement, **we** will pay the percentage of loss produced by dividing
1284 the amount of insurance carried by the amount **you** should have carried.
1285 If a covered loss occurs, **we** will use the following in determining the
1286 amount of insurance **you** should have carried:
- 1287 a. Regarding **individually identified** property:
1288 (1) The co-insurance requirement will be calculated individually for
1289 each item damaged or destroyed.
1290 (2) **We** will not pay more than the **market value** of **individually**
1291 **identified** property.
- 1292 b. Regarding **blanket** property:
1293 (1) The total insurance amount for all **blanket** property will be
1294 determined by subtracting the total amount of insurance for
1295 **individually identified** property from the total amount of
1296 insurance for Coverage E.
1297 (2) The **market value** of all **blanket** property will be determined.
- 1298 However, property subject to the Limitation on Certain Farm Personal
1299 Property will not be valued in excess of the stated limit; property which is
1300 excluded will not be included in the inventory; and property covered by
1301 other insurance will be based upon its **market value** minus the other
1302 insurance payable amount.

1303 3. DEDUCTIBLE CLAUSE

1304 When **we** calculate the amount of a covered loss to insured property **we** will
1305 deduct the applicable amount of **your** deductible shown on the Information
1306 Page(s) from the loss. If two or more Section I Coverages are involved in any
1307 one loss, only the largest applicable deductible will be applied.

1308 4. APPRAISAL

1309 In case **you** and this company shall fail to agree as to the amount of loss,
1310 then, on the written demand of either, each shall select a competent and
1311 disinterested appraiser and notify the other of the appraiser selected within

1312 twenty (20) days of such demand. The appraisers shall then appraise the loss
1313 in accordance with the Settlement and Valuation condition within this policy,
1314 stating separately the amount of loss to each item; and, failing to agree, shall
1315 submit their differences, only, to the umpire. The appraisers shall select a
1316 competent and disinterested umpire; and failing for fifteen (15) days to agree
1317 upon such umpire, then, on request of **you** or this company, and upon written
1318 notice to the other party, such umpire shall be selected by a judge of a court of
1319 record in the state and county (or city if the city is not within a county) in which
1320 the property covered is located. The umpire shall make the award within thirty
1321 (30) days after the umpire receives the appraisers' submissions of their
1322 differences. An award in writing, so itemized, of any two (2) when filed with
1323 this company shall determine the amount of loss. Each appraiser shall be
1324 paid by the party selecting such appraiser and the expenses of appraisal and
1325 umpire shall be paid by the parties equally. This process is not binding on
1326 either party.

1327 5. ABANDONED PROPERTY

1328 **We** may at **our** option, take all or such part of the damaged, destroyed, or
1329 stolen and recovered property at the agreed or appraised value, but there will
1330 be no abandonment of the damaged property to **us**.

1331 6. SALVAGE

1332 If **we** pay the full **market value** minus any applicable deductible, of an item,
1333 pair or set, or pay to replace a part of an item, **we** may, at **our** option, take title
1334 and possession of that item, pair, set, or part, and retain any proceeds from
1335 the sale thereof. If **we** do not pay the full **market value** minus any applicable
1336 deductible, **we** will share in the proceeds from any sale of the item(s) on a pro-
1337 rata basis, based on the percentage **our** payment bears to the full **market**
1338 **value** minus any applicable deductible.

1339 7. OUR PAYMENT OF LOSS

1340 **We** will adjust any covered loss with **you** and pay **you** unless another payee is
1341 named in the policy. If there is coverage under this policy, **we** will pay **you**
1342 within 30 days after **you** comply with all the terms and conditions of this policy
1343 and the amount of loss is finally determined by:

- 1344 a. Agreement between **you** and **us**; or
- 1345 b. A court judgment.

1346 8. MORTGAGEE

1347 Covered loss on the **dwelling** will be payable to any mortgagee named on the
1348 Information Page(s), in accordance with the mortgagee loss valuation clause
1349 herein. Mortgagee includes a trustee under a deed of trust or a seller under a
1350 contract for deed if shown on the Information Page.

1351 **Our Duties**

1352 **We** will:

- 1353 a. Protect the mortgagee's interest subject to the same terms, exclusions,
1354 and conditions that apply to **you** including, but not limited to,
1355 statements, representations or warranties in the application for
1356 insurance or other documents, except that the mortgagee's interest will
1357 still be protected if the loss is caused by any **insured's** intentional act
1358 designed to cause a loss.
- 1359 b. Protect the mortgagee's interest as set forth in a., above, except that if
1360 the mortgagee has foreclosed, the mortgagee's interest will be reduced
1361 to the same extent that the mortgage debt has been reduced by the
1362 proceeds from the foreclosure sale, and said reduction will apply
1363 regardless of whether the foreclosure sale occurs before or after the
1364 loss.
- 1365 c. Give the mortgagee ten (10) days notice before canceling this policy.

1366 Mortgagee's Duties

- 1367 The mortgagee shall:
1368 a. Furnish proof of loss within sixty (60) days of **our** request, providing the
1369 information **we** request.
1370 b. Submit to an examination under oath if requested and sign the
1371 transcript.
1372 c. Provide the note, deed of trust, mortgage, loan file and all written
1373 information concerning the loan upon **our** request.
1374 d. Pay upon demand any premium due if the **insured** fails to do so.
1375 e. Immediately inform **us** in writing of any change of ownership or
1376 occupancy or any increase in hazard of which the mortgagee has
1377 knowledge. Failure to notify **us** will result in a forfeiture of coverage.
1378 f. Give **us** the right of recovery against any party liable for loss; but giving
1379 **us** this right will not impair the right of the mortgagee to recover the full
1380 amount of the mortgagee's claim.

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

Mortgagee Loss Valuation:

If **we** refuse payment to the **you** on a loss otherwise payable to the

Mortgagee, **we** will pay the mortgagee the lesser of the following amounts:

- 1385 a. The amount to repair or replace the property with like kind and quality;
- 1386 b. The amount of the principal and interest due on the date of the loss;
- 1387 c. The limit of the **dwelling** coverage; or
- 1388 d. The actual cash value of the loss.

1389 At **our** option **we** may pay the total amount due on the note or mortgage,
1390 and if this option is exercised, the mortgagee shall assign its interest in
1391 the note and deed of trust or mortgage to **us**.

1392 This policy will provide no coverage if the mortgagee or trustee has
1393 procured another policy, whether collectible or not, insuring its interest in
1394 the **insured premises**.

1395 If **we** make payment to the mortgagee, **we** will be subrogated to all of the
1396 rights of the party to whom such payment is made to the extent of such
1397 payment. **Our** interest will extend to all securities held as collateral for
1398 the mortgage debt. Any mortgagee or trustee so paid agrees to sign
1399 whatever documents and take whatever actions **we** may reasonably
1400 request to enforce **our** rights under this provision. **Our** subrogation rights
1401 will not be enforced in such a way as to impair the right of the mortgagee
1402 or trustee to recover the full amount due under the mortgage.

9. NO BENEFIT TO BAILEE

1405 This insurance will not, in any way, benefit any person or organization who
1406 may be caring for or handling property for a fee.

10. OTHER INSURANCE

1408 If other valid insurance applies, **we** will pay **our** share. **Our** share will be the
1409 proportionate amount that this insurance bears to the total amount of all
1410 insurance on the covered property, whether collectible or not.

1411 An exception to this is Borrowed **Machinery** under the section titled
1412 SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E ONLY,
1413 where this coverage is excess over any other insurance available to the owner
1414 of the borrowed **machinery**.

11. LOSS PAYEE

1416 When a Loss Payee is listed in the Schedule of Additional Interests section of
1417 the Information Page(s), this policy will provide coverage to the person or
1418 entity shown with the Loss Payee and for the property shown with the Loss
1419 Payee on the Information Page(s). Payment for a covered loss will not exceed
1420 the insurable interest of the person or entity shown. All definitions, duties,
1421 exclusions, limitations, conditions and general provisions of the policy apply.

1422 A Loss Payee listed in the Schedule of Additional Interests section of the
1423 Information Page(s) does not increase the Amount of Insurance for any
1424 Coverage, Option or Endorsement.
1425

1426 LIABILITY COVERAGES – SECTION II 1427

1428
1429 This coverage applies only if Section II Coverage F – Personal Liability and
1430 Coverage G – Medical Payments to Others is shown on the Information Page(s)
1431 and a premium is listed for Personal Liability and Medical Payments to Others.
1432

1433 COVERAGE F – PERSONAL LIABILITY 1434

1435 If claim is made or suit is brought against an **insured** for damages because of
1436 **bodily injury** or **property damage** caused by an **occurrence** to which this policy
1437 applies, **we** will:

- 1438 1. Pay up to **our** limit of liability for covered damages for which the **insured** is
1439 legally liable. Any pre-judgment interest is included within the limit of liability.
1440 Any post-judgment interest is included within the limit of liability, unless **we**
1441 chose to appeal any judgment.
- 1442 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may
1443 investigate and settle any claim or suit that **we** decide is appropriate. **Our**
1444 obligation to settle or defend ends when the sum of all payments made by **us**
1445 either by settlement, satisfaction of judgment or interpleader equal to **our** limit
1446 of liability for Coverage F shown on the Information Page.

1447 This insurance only provides coverage for an **occurrence**.
1448

1449 COVERAGE G – MEDICAL PAYMENTS TO OTHERS 1450

1451 **We** will pay the reasonable medical expenses billed or the amounts which the
1452 healthcare provider has accepted from any governmental program, including but
1453 not limited to Medicare, Medicaid, or similar program or private health insurer or
1454 health plan in payment of the bills, liens, judgments or claims for such medical
1455 expenses, whichever is less, for **bodily injury** caused by accident, for services
1456 furnished within three years of the date of the accident. These expenses are for
1457 necessary medical, surgical, X-ray, dental, ambulance, hospital, professional
1458 nursing, and funeral services, eyeglasses, hearing aids, and prosthetic devices.
1459 The **bodily injury** must be discovered and treatment commenced within one year
1460 of the date of the accident.

1461 Reasonable medical expenses do not include expenses:

- 1462 1. For treatment, services, products or procedures that are:
 - 1463 a. Experimental in nature, for research, or not primarily designed to serve a
1464 medical purpose; or
 - 1465 b. Not commonly and customarily recognized throughout the medical
1466 profession and within the United States as appropriate for the treatment of
1467 the **bodily injury**; or
- 1468 2. Incurred for:
 - 1469 a. The use of thermography or other related procedures of a similar nature; or
 - 1470 b. The use of acupuncture or other related procedures of a similar nature; or
 - 1471 c. The purchase or rental of equipment not primarily designed to serve a
1472 medical purpose; or
 - 1473 d. Massage therapy.

1474 **We** have the right to engage reviewers, consultants, and data providers in
1475 formulating **our** judgment as to whether the charges are reasonable and
1476 necessary charges for the **bodily injury** sustained. The determination of whether

1477 charges are reasonable and necessary charges may be made after receipt of the
1478 goods and services for which the charges are made. The fact that a licensed
1479 health care provider furnished, rendered, or prescribed the goods and services is
1480 not solely determinative of whether the charges made for them are reasonable
1481 and necessary charges. **We** have the sole discretion in the determination of
1482 whether charges are reasonable or necessary.
1483

1484 Coverage G – Medical Payments to Others applies to a person, other than an
1485 **insured**, when the person sustains a **bodily injury**:

- 1486 1. On an **insured premises** with the permission of any **insured**, or
- 1487 2. Elsewhere, if the **bodily injury**:
 - 1488 a. Arises out of a condition on the **insured premises**;
 - 1489 b. Is caused by the activities of **you**, or **your relatives** if **you** are a person;
 - 1490 c. Is caused by a **residence employee** in the course of employment by **you**,
1491 or **your relatives** if **you** are a person; or
 - 1492 d. Is caused by an animal other than **livestock** owned by or in the care of
1493 **you**, or **your relatives** if **you** are a person.

1494 Coverage G – Medical Payments to Others also applies to:

- 1495 1. **Farm employees** if the Information Page(s) shows Option L – Farm Liability
1496 Coverage;
- 1497 2. Those persons listed on the Information Page(s) under OPTION N – Named
1498 Person Medical Payments.
1499

1500 **We** may pay the injured person or the party that renders the medical services.
1501 Payment under this coverage is not an admission of liability by **us** or any **insured**.
1502 Any individual who makes a claim under this coverage must, as a condition of
1503 payment:

- 1504 1. Authorize **us** to obtain any records which may be relevant to the claim or
1505 which may reasonably be expected to aid **our** investigators in determining the
1506 facts relevant to the claim;
- 1507 2. Answer, under oath as often as **we** may reasonably require, any questions
1508 posed by **us**, out of the presence of any other individual, and sign a written
1509 transcript of such questions and answers;
- 1510 3. Submit to physical examinations, at **our** expense, by doctors **we** select as
1511 often as **we** may reasonably require; and
- 1512 4. Authorize **us** to obtain medical records which are material to the claim,
1513 including prior medical records.

1514 Any payment made under this coverage shall be set-off against any judgment
1515 obtained against any **insured**.
1516

1517 **ADDITIONAL COVERAGE**

1518
1519 Except where specifically stated otherwise in the Additional Coverages below, the
1520 amount provided within them is an amount in addition to **your** Coverage F limit.

1521 1. SETTLEMENT EXPENSES

1522 **We** will pay:

- 1523 a. All costs **we** incur in the settlement of a claim or defense of a suit.
- 1524 b. Premiums on bonds required in a suit **we** defend. But, **we** will not pay the
1525 premium for the portion of a bond amount that is greater than **our** limit of
1526 liability. Notwithstanding a. above, **we** have no obligation to apply for or
1527 furnish bonds.
- 1528 c. Loss of earnings up to \$100 a day, but not other income, when **we** ask **you**
1529 to help **us** investigate or defend any claim or suit.
- 1530 d. Other reasonable expenses incurred at **our** request.

1531 2. FIRST AID EXPENSES

1532 **We** will pay up to \$1,000 per **occurrence** for **bodily injury** for expenses for
1533 immediate medical and surgical treatment **we** deem reasonable and necessary
1534 for other persons at the time of the accident. **We** will pay only expenses which
1535 any **insured** incurs for treatment of **bodily injury** covered by the policy.

1536 SUPPLEMENTARY COVERAGES – SECTION II

1539 1. **We** provide the following Supplementary Coverages. These coverages are
1540 not in addition to the limit of liability for Coverage F and do not increase **our** total
1541 limit of liability. No more than one limit of Coverage F liability shown on **your**
1542 Information Page will apply to all covered losses from one **occurrence**.

1543 a. LIMITED POLLUTION COVERAGE

1544 **Our** limit of liability for **bodily injury** and **property damage** consisting of,
1545 arising from or out of, contributed to, aggravated by, or resulting from,
1546 **pollution**, whether directly or indirectly, will not exceed \$25,000 for any one
1547 **occurrence**, and no more than \$50,000 for all covered **occurrences** during
1548 the twelve (12) month policy period shown on **your** Information Page.

1549 b. DAMAGE TO PROPERTY OF OTHERS

1550 **We** will pay up to \$1,000 per **occurrence** for **property damage** to property
1551 owned by others caused by any **insured** regardless of fault. But, **we** will
1552 not pay for **property damage**:

- 1553 (1) Caused intentionally by any **insured** who has attained the age of 13.
- 1554 (2) To property owned by, or rented or leased to, any **insured**, a tenant of
1555 any **insured**, or a resident of any **insured's** household.
- 1556 (3) Arising out of:
 - 1557 i. An act or omission in connection with any premises other than the
1558 **insured premises**;
 - 1559 ii. **Business** pursuits; or
 - 1560 iii. Ownership, maintenance, or use of a **motor vehicle**, trailer,
1561 watercraft, or aircraft, except small lightweight model airplanes
1562 used for recreation purposes and not used or designed for:
 - 1563 a) transporting cargo or persons; or
 - 1564 b) **business** or farming purposes.
- 1565 (4) To property insured under Section I of this policy.
- 1566 (5) Otherwise covered under Coverage F – Personal Liability.

1567 **We** will not pay more than the smallest of the following amounts for any
1568 one **occurrence**:

- 1569 i. The **market value** of the property at the time of the loss;
- 1570 ii. The repair cost; or
- 1571 iii. \$1,000.

1572 This is not an amount in addition to **your** Coverage F limit.

1573 EXCLUSIONS – SECTION II

1576 Under Coverage F – Personal Liability, Coverage G – Medical Payment To
1577 Others, and under any other Option or endorsement shown on the Information
1578 Page(s) that provides coverage under Section II unless it specifically states
1579 otherwise in the pertinent Option or endorsement, **we** do not cover:

- 1580 1. **Bodily injury** or **property damage** arising out of the operation, possession,
1581 ownership, repair, maintenance, use, occupancy, negligent entrustment, or
1582 negligent supervision of :
 - 1583 a. Aircraft. **We** do cover small lightweight model airplanes used for recreation
1584 purposes and not used or designed for:
 - 1585 (1) transporting cargo or persons; or
 - 1586 (2) **business** or farming purposes.

- 1587 b. A **motor vehicle**. We do provide coverage if the **motor vehicle** is not
1588 subject to motor vehicle registration and it is:
1589 (1) Used exclusively on the **insured premises**; or
1590 (2) Kept in dead storage on the **insured premises**.
1591 The exceptions to the exclusion under 1. b. (1) & (2) above, do not apply
1592 to amphibious type motor vehicles identified in item 8. of the **motor**
1593 **vehicle** definition.
- 1594 c. Watercraft, unless the watercraft is owned or rented by any **insured** and
1595 has an inboard or outboard or inboard-outboard motor power of less than
1596 15 horsepower, or is a sailing vessel which is less than 17 feet in length
1597 owned or rented by any **insured**.
- 1598 d. Watercraft powered by water jet pumps, including, but not limited to, jet
1599 skis, or wave runners.
- 1600 2. **Bodily injury or property damage** arising out of the rendering or failing to
1601 render professional services.
- 1602 3. **Bodily injury or property damage** arising out of **business** pursuits of any
1603 **insured**.
- 1604 4. **Bodily injury or property damage** arising out of any premises owned, rented,
1605 or controlled by any **insured** which is not an **insured premises**. But, **we** will
1606 cover **bodily injury** to a **residence employee** not otherwise excluded, arising
1607 out of and in the course of employment by any **insured** at such premises.
- 1608 5. **Bodily injury or property damage** expected or intended by any **insured** even
1609 if the resulting **bodily injury or property damage** is of a different kind, quality
1610 or degree than initially expected or intended, or is sustained by a different
1611 person, entity, real or personal property, than initially expected or intended.
- 1612 6. **Bodily injury or property damage** arising out of war (declared or
1613 undeclared), civil war, insurrection, rebellion, or revolution.
- 1614 7. **Bodily injury or property damage** resulting from false arrest, detention, or
1615 imprisonment, eviction, invasion of privacy, wrongful entry, libel, slander,
1616 defamation, malicious prosecution or any act, or lack of action, that in any
1617 manner disparages a person, a person's goods, products, or services, or
1618 violates a person's right of privacy.
- 1619 8. **Bodily injury or property damage** which arises out of the transmission of a
1620 communicable disease, bacteria, virus, fungus, or parasite by any **insured**.
- 1621 9. **Bodily injury or property damage** that arises out of the possession, lease, or
1622 ownership of any **livestock**, unless Option L – Farm Liability or Option Q –
1623 Limited Livestock Liability is shown on the Information Page(s).
- 1624 10. **Bodily Injury or property damage** consisting of, arising from or out of,
1625 contributed to, aggravated by, or resulting from, **pollution**, whether directly or
1626 indirectly, except as provided in Section II – Supplementary Coverages. This
1627 exclusion includes but is not limited to:
- 1628 a. The cost of testing, monitoring, abating, mitigating, removing,
1629 remediating, containing, treating, detoxifying, neutralizing or disposing of
1630 any **pollutant or pollution**;
- 1631 b. Any supervision, instruction, disclosure, or failures to disclose,
1632 recommendations, warnings, or advice given, or that allegedly should
1633 have been given relative to any **pollutant or pollution** that results in
1634 **bodily injury or property damage**;
- 1635 c. Any obligation to share damages, losses, costs, payments, or expenses
1636 with or repay someone else who must make payment because of such
1637 **bodily injury or property damage**, damages, loss, cost, payment, or
1638 expense;
- 1639 d. Any claim of nuisance concerning or related to **pollutants or pollution**;

- 1640 e. Actual, alleged, constructive or threatened diminution or loss of value of
1641 any property from the actual or alleged presence of **pollutants** or
1642 **pollution**; and
- 1643 f. All costs, expenses or damages arising out of any order, claim, suit or
1644 threat of liability by or on behalf of a governmental authority or any other
1645 person or entity for injury, damages or injunctive relief because of or
1646 arising out of **pollutants** or **pollution**.
- 1647 If the information Page(s) lists Option L – Farm Liability, exclusion 10. is
1648 modified as set forth in that Option.
- 1649 11. **Bodily injury** or **property damage** resulting from any actual, alleged,
1650 threatened or adjudicated sexual abuse, harassment, molestation, or sexual
1651 relations.
- 1652 12. **Bodily injury** or **property damage** arising out of any illegal or criminal act of
1653 any **insured** whether or not such **insured** is actually charged for that act.
- 1654 13. **Bodily injury** or **property damage** arising out of the intentional or negligent
1655 misrepresentation or non-disclosure of any material fact related to the sale, or
1656 attempted sale, of property owned by any **insured**.
- 1657 14. Liability assumed under, or arising out of, or in any way resulting from:
1658 a. any oral or written contract or agreement;
1659 b. any stated or implied warranties or representations associated with any
1660 products or services provided by any **insured**.
- 1661 15. **Property damage** to property owned by any **insured**.
- 1662 16. **Property damage** to property occupied by, used by, or rented or leased to, or
1663 in the care, custody or control of, any **insured**. But, **we** will cover **property**
1664 **damage** to such property occupied by, used by, rented or leased to, or in the
1665 care of **you**, or **your relatives** if **you** are a person, caused by fire, smoke, or
1666 explosion that results from **your** or such **relative's** negligence.
- 1667 17. **Bodily injury** to a person if any **insured** provides or is required by any law to
1668 provide, or reimburse for, benefits to such **person** as compensation for the
1669 effects of **bodily injury**, without regard to fault, because of that **person's** status
1670 as an employee or beneficiary. This includes, but is not limited to, workers'
1671 compensation laws, unemployment compensation laws, non-occupational
1672 disability, occupational disease benefits, the Federal Employers' Liability Act,
1673 and the Jones Act, covering the **bodily injury**.
- 1674 18. **Bodily injury** or **property damage** when any **insured** is covered under a
1675 nuclear energy liability policy. This exclusion applies even if the limits of liability
1676 of that policy have been exhausted.
- 1677 19. **Bodily injury** or **property damage** to any **insured**. But, **we** will cover **bodily**
1678 **injury** to a **farm employee** not otherwise excluded, arising out of and in the
1679 course of employment by any **insured**.
- 1680 20. Punitive or exemplary damages.
- 1681 21. **Bodily injury** or **property damage** arising out of the ownership, possession,
1682 boarding, training, breeding, or raising of wild or exotic animals.
- 1683 22. **Bodily injury** or **property damage** arising out of any substance released or
1684 discharged from any aircraft.
- 1685 23. **Bodily injury** or **property damage** arising out of **custom farming**. However, if
1686 the Information Page(s) shows Option L – Farm Liability, **custom farming**
1687 conducted within a 100-mile radius from the **insured premises** is covered,
1688 subject to all terms of this policy.
- 1689 24. **Bodily injury** or **property damage** arising out of the conduct of a partnership,
1690 joint venture, limited liability company (LLC), limited liability partnership (LLP),
1691 corporation, trust, or entity of which any **insured** is a partner, member, or
1692 participant and which is not shown as a Named Insured or Additional Insured on
1693 the Information Page(s).

- 1694 25. **Bodily injury or property damage** arising out of the use of **farm personal**
1695 **property** while being used in any **business**, tractor pull, race, contest or
1696 competition. Parades are not considered a contest or competitive event. This
1697 exclusion does not apply to **bodily injury or property damage** arising out of
1698 the use of **your** business personal property used in a business shown within
1699 Option M on the Information Page(s) or in **your farming** operation, at the time
1700 of the loss.
- 1701 26. Any actual, alleged, threatened or adjudicated **bodily injury or property**
1702 **damage** resulting from physical, mental or emotional injury or damage
1703 including, but not limited to, that derived from abuse, harassment, belittlement,
1704 disparagement, revilement, castigation, chastisement, criticism, perversion,
1705 maltreatment, desecration, vexation, torment, torture, devilment or bullying,
1706 whether through physical, verbal, imaged, texted, electronically transmitted,
1707 telephonic, or any other means.
- 1708 27. Liability arising out of, or in any way resulting from:
1709 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade
1710 secret, or intellectual property rights of another;
1711 b. any misappropriation of advertising ideas of another, or anything damaging,
1712 false or misleading in **your** advertisements or marketing activities.
- 1713 28. Liability arising out of, or in any way resulting from, electronic media such as,
1714 but not limited to, electronic chat rooms, electronic bulletin boards, blogs, social
1715 or business networking, Facebook, Twitter, Myspace, LinkedIn, or any other
1716 electronic media any **insured** uses, hosts, owns, participates in, or over which
1717 any **insured** exercises any control.
- 1718 29. Liability arising out of, or in any way resulting from, the unauthorized use of, or
1719 access to, another's product, information, or service.
- 1720 30. Liability arising out of, or in any way resulting from, the designing or determining
1721 of the content of internet websites or web applications.
- 1722 31. **Bodily injury** including, but not limited to, all consequential, pecuniary, and/or
1723 statutory damages arising in any way out of, or derivative of, any **bodily injury**:
1724 a. to a fellow employee while on the job and arising from another employee;
1725 b. to any employee of any **insured** arising out of and/or in the course of his or
1726 her employment. This exclusion does not apply to **bodily injury** not
1727 otherwise excluded to:
1728 (1) a **residence employee** who is not covered by, and who is not entitled
1729 or required to be covered under, any workers' compensation insurance,
1730 unemployment compensation law, non-occupational disability,
1731 occupational disease benefits, the Federal Employers' Liability Act, or
1732 the Jones Act or benefits;
1733 c. to the spouse, child, parent, brother or sister of any employee as a
1734 consequence of a. or b. above.
- 1735 Exclusions a. through c. above apply whether the **insured** may be liable as an
1736 employer or in any other capacity, and to any obligation to share damages
1737 with, or to repay, a third party that must pay damages because of injury
1738 including but not limited to damages paid under unemployment compensation
1739 laws, non-occupational disability, occupational disease benefits, the Federal
1740 Employers' Liability Act, or the Jones Act.
- 1741 32. Liability arising out of, or in any way resulting from, any paid public or paid civic
1742 activities of any **insured**.
- 1743 33. Liability arising out of, or in any way resulting from, oral or written publication of
1744 material done by or at the direction of any **insured** with the knowledge of its
1745 falsity or made prior to the effective date of this coverage.
- 1746 34. Liability arising out of, or in any way resulting from, installation of, or
1747 contamination from, a known virus, malware, spyware, adware, Trojan horse,
1748 backdoor or other damaging computer program or software.

- 1749 35. Liability arising out of, or in any way resulting from, any access to or disclosure
1750 of any person's or organization's personal, private and/or confidential
1751 information.
- 1752 36. Liability arising out of, or in any way resulting from, the loss of, loss of use of,
1753 damage to, corruption of, inability to access, or inability to manipulate electronic
1754 data of any kind.
- 1755 37. Liability arising out of, or in any way resulting from, malpractice, professional
1756 liability, errors and omissions or directors and officers liability.
- 1757 38. Fiduciary liability arising from the Employees Retirement Income Security Act of
1758 1974 and all amendments thereto.
- 1759 39. Any liability related to and/or arising out of Securities Act Liability (S.E.C.
1760 Liability) of any kind.
- 1761 40. Any liability arising directly or indirectly out of violations of or alleged violations
1762 of:
- 1763 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any
1764 amendments thereto, and any similar federal, state, or local laws,
1765 ordinances, statutes, or regulations;
 - 1766 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any
1767 similar federal, state, or local laws, ordinances, statutes, or regulations;
 - 1768 c. any federal, state, or local law, regulation, statute or ordinance, other than
1769 the TCPA or the CAN-SPAM Act of 2003, that limits or prohibits the
1770 communicating, recording, receiving, transmitting, sending, or distribution of
1771 material or information;
 - 1772 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to
1773 such law, including the Fair and Accurate Credit Transactions Act (FACTA);
1774 or
 - 1775 e. any federal, state or local statute, ordinance or regulation, other than the
1776 TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and
1777 additions, that addresses, prohibits, or limits the printing, dissemination,
1778 disposal, collecting, recording, receiving, sending, transmitting,
1779 communicating or distribution of material or information.
- 1780 41. Any liability resulting from, or in any way arising directly or indirectly out of:
- 1781 a. refusal to employ any person;
 - 1782 b. termination of the employment of any person; or
 - 1783 c. coercion, demotion, evaluation, reassignment, discipline, defamation,
1784 harassment, humiliation, discrimination, sexual misconduct, or other
1785 employment-related practices, policies, acts, or omissions directed towards
1786 any person;
- 1787 This includes no liability to any spouse, child, parent, brother, or sister of any
1788 person identified in a. through c. above.
- 1789 This exclusion applies whether the **insured** is liable or alleged to be liable either
1790 as an employer or in any other capacity or there is an obligation to fully or
1791 partially reimburse a third party for such damages.
- 1792 42. **Bodily injury** or **property damage** arising out of the sale, manufacture,
1793 delivery, or transfer by any person of a controlled substance or any other items
1794 or materials subject to statutory control as defined by the Federal Food and
1795 Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments,
1796 whether or not it is legal to use or possess such substances, items, or
1797 materials.
- 1798 43. **Bodily Injury** and/or **property damage** consisting of, arising from or out of,
1799 contributed to, aggravated by, or resulting from, whether directly or indirectly,
1800 the actual, alleged, or threatened discharge, dispersal, seepage, migration,
1801 release, escape, trespass, wrongful entry, ingestion, inhalation or absorption of
1802 or exposure to:
- 1803 a. **livestock** waste runoff or spills;

- 1804 b. odor from **livestock** or **livestock** waste or **livestock** disposal,
1805 decomposition or decay; or
1806 c. dust, noise, unsightliness or nuisance, whether temporary or permanent,
1807 arising out of **your farming** operation,
1808 whether gradual or sudden.
1809

1810 Under Coverage G - Medical Payments to Others **we** also do not cover:

- 1811 1. Any person who regularly resides on any part of an **insured premises** except:
1812 a. A **residence employee**;
1813 b. Those persons listed on the Information Page(s) under Option N – Named
1814 Person Medical Payments.
1815 2. **Bodily injury** from any nuclear reaction, radiation, or radioactive contamination,
1816 or any consequence of any of these.
1817 3. Any **bodily injury** caused by an allergic reaction.
1818 4. Muscle strain or sprain of any type caused by overexertion, including
1819 overexertion due to lifting.
1820

1821 **CONDITIONS – SECTION II**

- 1822
1823 1. What an **insured** must do in case of **bodily injury** or **property damage**:
1824 a. Notify **us** immediately. The notice must give:
1825 (1) **Your** name and policy number;
1826 (2) The date, time, place, and circumstances of the accident, occurrence,
1827 or loss, and
1828 (3) The names and addresses and telephone numbers of injured persons
1829 and witnesses.
1830 b. Send **us** immediately all legal papers, including amended petitions,
1831 received relating to a claim or suit.
1832 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.
1833 d. The **insured** must not, except at the **insured's** own cost, voluntarily make
1834 any payment, assume any obligation, or incur expenses related to any
1835 **occurrence** to which this policy applies.
1836
1837 2. LIMITS OF LIABILITY
1838 Regardless of the number of **insured(s)**, injured persons, applicable insurance
1839 policies **we** have issued, premiums paid, claims made, or suits brought, **our**
1840 liability is limited as follows:
1841 a. As respects Coverage F - Personal Liability coverage, the limit of liability
1842 stated on the Information Page(s) for Coverage F is the total limit of **our**
1843 liability for all damages resulting from any one **occurrence**. When more
1844 than one policy issued by **us** to **you**, or to any **insured** on this policy,
1845 provides Personal Liability coverage for the same loss only the policy with
1846 the highest limit of liability coverage will apply. No stacking or aggregation
1847 of coverages, limits, or policies will be allowed.
1848 b. As respects Medical Payments to Others Coverage, the limit of liability
1849 stated on the Information Page(s) for Coverage G is **our** limit of liability for
1850 all medical expenses for **bodily injury** to any one person as the result of
1851 any one accident. No stacking or aggregation of coverages, limits, or
1852 policies will be allowed.
1853 3. SEVERABILITY OF INSURANCE
1854 This insurance applies separately to each **insured** against whom claim is
1855 made or suit is brought, subject to **our** limits of liability for each **occurrence**.
1856 Exclusions under this liability coverage as applied to any one **insured** may
1857 limit or exclude coverage as to all **insureds**.
1858 4. BANKRUPTCY

1859 **We** are not relieved of any obligation under this policy because of the
1860 bankruptcy or insolvency of any **insured**.

1861 5. OTHER LIABILITY INSURANCE COVERAGE

1862 Subject to all other terms of this policy, this insurance is excess over any other
1863 valid and collectible insurance, with the exception of any Excess or Umbrella
1864 coverage purchased specifically to cover as excess over the limits of liability in
1865 this policy.
1866

1867 **GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II**
1868

1869 1. ASSIGNMENT

1870 Assignment of this policy will not be valid unless **we** give **our** written consent.

1871 2. RENEWAL

1872 This policy may be continued for successive policy periods by payment of the
1873 required premium, unless **we** mail to **you** a written notice of **our** intention not
1874 to renew on or before the effective date of each renewal period. It is agreed
1875 that the renewal premium will be based upon the rates in effect, the coverages
1876 carried, the applicable limits of liability, deductibles, and other elements that
1877 affect the premium that apply at the time of renewal.

1878 As to only the interest of a lienholder or mortgagee (or trustee) declared in this
1879 policy, this insurance will be terminated only if **we** give such lienholder or
1880 mortgagee (or trustee) at least ten (10) days written notice of termination.

1881 **We** may non-renew **your** policy by written notice mailed to the address shown
1882 in the policy. The notice shall give the date the non-renewal is effective. It will
1883 be mailed to **you** at least 30 days before the non-renewal effective date. **We**
1884 will use regular mail to transmit such notice. The notice period will begin to
1885 run on the date the notice is mailed, not the date of receipt. The mailing of the
1886 notice shall be sufficient proof that notice was given.

1887 3. CANCELLATION

1888 **You** may cancel **your** policy by notifying **us** in writing of the date to cancel,
1889 which must be later than the date **you** mail or deliver it to **us**. **We** may waive
1890 these requirements by confirming the date and time of cancellation to **you** in
1891 writing.

1892 **We** may cancel **your** policy by written notice, mailed to **your** last known
1893 address. The notice shall give the date cancellation is effective.

1894 It will be mailed to **you** at least:

1895 a. Ten (10) days before the cancellation effective date:

1896 (1) If the cancellation is because **you** did not pay the premium; or

1897 (2) If the policy has been in force for 60 days or less.

1898 b. Thirty (30) days before the cancellation effective date:

1899 (1) If there is evidence of incendiarism by any **insured**;

1900 (2) The cancellation is because of any other reason allowed by law and
1901 the policy has been in force for more than sixty (60) days.

1902 **We** will use regular mail to transmit such notice. The mailing of the notice
1903 shall be sufficient proof that notice was given.

1904 Return of Unearned Premium. If **you** cancel, premium will be earned on a
1905 pro-rata basis. If **we** cancel, premium will be earned on a pro-rata basis. Any
1906 unearned premium may be returned at the time **we** cancel or within a
1907 reasonable time thereafter. Delay in the return of unearned premium does not
1908 affect the cancellation.

1909 As to only the interest of a lienholder or mortgagee (or trustee) declared in this
1910 policy, this insurance will be terminated only if **we** give such lienholder or
1911 mortgagee (or trustee) at least ten (10) days written notice of termination.

1912 4. MEMBERSHIP

1913 Payment of the Farm Bureau membership dues, which is not premium, is
1914 required by **you**, and allows **you** the opportunity to insure one or more
1915 properties for any applicable coverage and to insurance for any other
1916 coverage for which said fees were paid so long as:
1917 a. This company continues to write such coverage(s);
1918 b. The property to be insured meets the eligibility requirements of the
1919 company; and
1920 c. The **insured** remains a risk desirable to the company.
1921 A notice of **our** intention to not renew this policy will be mailed to **your** last
1922 known address at least 30 days before the end of the current policy period if
1923 **you** fail to maintain an active Missouri Farm Bureau membership.

1924 5. CONCEALMENT, FRAUD, OR MISREPRESENTATION
1925 This entire policy is void as to **you** and all other **insureds** if any **insured**
1926 before or after a loss conceals or misrepresents any material fact or
1927 circumstance, or has engaged in any fraudulent conduct.

1928 6. CHANGES
1929 No change or waiver may be effected in this policy except by written
1930 endorsement issued by **us**. If a premium adjustment is necessary, **we** will
1931 make the adjustment as of the effective date of the change. If any coverage
1932 **you** have under this policy is broadened by **us** without charge during the
1933 policy period, this policy will automatically provide the broadened coverage
1934 when effective in Missouri.
1935 **We** may reduce an amount or adversely modify this policy at any time (subject
1936 to the laws of Missouri regarding such) by giving any **insured** thirty (30) days
1937 written notice prior to the effective date of such action. Notice will be mailed to
1938 the mailing address shown on the Information Page(s). Proof of mailing will be
1939 sufficient proof of notice.

1940 7. OUR RIGHT TO RECOVER PAYMENT
1941 In the event **we** make any payment under this policy, **we** will be subrogated to
1942 all rights of recovery, based upon the same damages, which an **insured** or
1943 any other person receiving the payment, may have against any person liable
1944 for those damages.
1945 As a condition of payment under this policy, any **insured**, or other person who
1946 receives payment under this policy, agrees to execute and deliver any
1947 necessary legal instruments to **us** and do whatever else **we** may ask which is
1948 necessary to secure **our** rights.
1949 Any **insured**, or other person who receives payment under this policy, agrees
1950 to cooperate with **us** in enforcing **our** rights of recovery acquired under this
1951 section and to do nothing to prejudice **our** rights.

1952 8. OUR RIGHT TO INSPECT INSURED PREMISES
1953 **We** have the right to inspect any **insured premises** covered by this policy as
1954 often as may be reasonable. **You** agree to allow **us** to come onto those
1955 **insured premises** and into any **dwelling** or buildings or inspect personal
1956 property on those **insured premises**.

1957 9. POLICY PERIOD
1958 The policy period is shown on the Information Page of **your** policy. The policy
1959 period begins and ends at 12:01 A.M. Central Standard Time. Any change(s)
1960 in coverage made during the policy period begins at 12:01 A.M. Central
1961 Standard Time on the effective date shown for the change on the Information
1962 Page.

1963 10. RECOVERIES
1964 If **we** pay any **insured** for loss under this policy and stolen or damaged
1965 property is recovered, or payment is made by those responsible for the loss,
1966 the following provisions apply:

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- a. The **insured** must notify **us** or **we** will notify the **insured** promptly if either recovers property or receives payment.
- b. Any proper expenses incurred by either party in making the recovery are reimbursed first.
- c. The **insured** may keep recovered property by refunding to **us** the amount of the claim paid or any lesser amount to which **we** agree.
- d. If the claim paid is less than the agreed loss due to a deductible, Limitation on Certain Property, or other limiting terms of the policy, any recovery will be prorated between the **insured** and **us** based on **our** respective interests in the loss.

11. COOPERATION

You and all **insureds** 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.

1985
1986
1987



President



Secretary

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 – DWELLING REPLACEMENT COST PLUS COVERAGE

When Option A is shown on the Information Page(s), **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 coverage 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 loss;
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 coverage 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

When Option B is shown on the Information Page(s), **we** will increase the amount of insurance for Section I Coverage A – Dwelling and Coverage C – Personal Property by the annual inflation percent of construction costs which is added at the end of each twelve (12) month period of **your** policy. The percentage is determined by the method **we** filed with the Missouri Department of Insurance. This amount is included in the amounts of coverage shown on the Information Page(s).

OPTION D – INCREASED LIMIT OF PERSONAL PROPERTY AWAY FROM PREMISES

When Option D is shown on the Information Page(s), 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

When Option E is shown on the Information Page(s), the limit of insurance for covered losses under Coverage C on money, money orders, bank notes, bullion, gold other than gold ware, 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 Option E-1 is shown on the Information Page(s), **livestock** are covered for the following additional perils:

1. Accidental Shooting: Except by any **insured**, any **relative** of any **insured**, any **farm employee**, or any resident of the **insured premises**.
2. Drowning from External Causes: Except drowning of poultry. Swine under thirty (30) days old are not covered.
3. Attack by Dogs or Wild Animals: Except loss as the direct or indirect result of flight is not covered.
4. 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, subject to the following limitations: Collision, Upset and Overturn are not covered perils unless Option E-2 is shown on the Information Page(s); Farm-related business inventory, which is inventory held for resale by the business shown with Option M on the Information Page(s) and which is **individually identified**, is covered for Level Two Protection; and Tires are covered only for:
 - a. fire, wind, theft, and vandalism and malicious mischief; and
 - b. collision with, or running over, an object, if the **machinery** to which the tire is attached at the time of loss is involved in a peril otherwise covered by the policy.

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

2098 the Information Page(s), and this exclusion does not apply to glass
2099 breakage. **We** will pay for sudden and accidental direct physical loss or
2100 damage caused by or resulting from foreign objects picked up and taken
2101 into the **machinery**.

2102 **OPTION F – INCREASED SECURITIES COVERAGE**

2103
2104
2105 When Option F is shown on the Information Page(s), the amount of insurance in
2106 LIMITATIONS ON PERSONAL PROPERTY COVERAGE for securities, stamps,
2107 tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished
2108 works, and other valuable papers, drafts, cashier's checks, travelers checks,
2109 certified checks, official checks, checks, certificates of deposit, and notes other
2110 than bank notes including negotiable orders of withdrawal is increased to the
2111 amount shown on the Information Page(s) for Option F.

2112 **OPTION G – INCREASED COVERAGE DUE TO THEFT OF CREDIT CARD, 2113 FUND TRANSFER CARD, OR LOSS DUE TO CHECK FORGERY**

2114
2115
2116 When Option G is shown on the Information Page(s) the amount of insurance in
2117 LIMITATIONS ON PERSONAL PROPERTY COVERAGE due to theft of credit
2118 card, fund transfer card, or loss due to check forgery is increased to the amount
2119 shown on the Information Page(s) for Option G.

2120 **OPTION H - PERSONAL INJURY COVERAGE**

2121
2122
2123 When Option H is shown on the Information Page(s), **you** have PERSONAL
2124 INJURY COVERAGE. This coverage will share the same limit of liability as
2125 Coverage F – Personal Liability. This coverage applies only to Named Insureds
2126 and Additional Insureds that are persons.

2127
2128 The insurance provided by this Option H for the claims/suits referenced herein is
2129 the only insurance coverage applicable under the policy for such claims/suits.

2130
2131 **Personal Injury** - means injury arising out of one or more of the following
2132 offenses:

- 2133 1. False arrest, detention, or imprisonment, or malicious prosecution;
- 2134 2. Libel or slander, defamation of character, or violation of a person's right
2135 of privacy; or
- 2136 3. Wrongful entry or eviction, or other invasion of the right of private occupancy.

2137
2138 For the purposes of coverage under this Option only, the definition for **occurrence**
2139 is replaced with the following:

2140 **Occurrence** – means an unintended accident, including continuous or repeated
2141 exposure to substantially the same general harmful conditions, that happens
2142 abruptly, and which occurs during the policy period and causes **personal injury**.
2143 All exposures to substantially the same general conditions will be considered as
2144 arising out of one **occurrence**.

2145
2146 If **you** are a person and if an Additional Insured shown under Option X or Option Y
2147 on the Information Page(s) is a person, then if claim is made or suit is brought
2148 against:

- 2149 a. **you** or **your relative**;
- 2150 b. an Additional Insured shown under Option X on the Information Page(s) or a
2151 **relative** of such person while acting on behalf of **you**; or
- 2152 c. an Additional Insured shown under Option Y on the Information Page(s) or a

2153 **relative** of such person;
2154 for **personal injury** caused by an **occurrence** to which this Option applies, **we**
2155 will:

- 2156 1. Pay up to **our** limit of liability for covered damages for which:
 - 2157 a. **you** or **your relative**;
 - 2158 b. an Additional Insured shown under Option X on the Information
2159 Page(s) while acting on behalf of **you**; or
 - 2160 c. an Additional Insured shown under Option Y on the Information
2161 Page(s) or **relative** of such person;

2162 is legally liable.

2163 Any pre-judgment interest is included within the limit of liability. Any
2164 post-judgment interest is included within the limit of liability, unless **we**
2165 chose to appeal any judgment.

- 2166 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may
2167 investigate and settle any claim or suit that **we** decide is appropriate.
2168 **Our** obligation to settle or defend ends when the sum of all payments
2169 made by **us** either by settlement, satisfaction of judgment or
2170 interpleader equal **our** limit of liability shown on the Information Page
2171 for Coverage F.

2172 Unless specifically stated otherwise in this Option or in **your** policy, **we** will pay, in
2173 addition to **our** limit of liability:

2174 SETTLEMENT EXPENSES

2175 **We** will pay:

- 2176 1. All costs **we** incur at **our** election in the settlement of a claim or
2177 defense of a suit.
- 2178 2. Premiums on bonds required in a suit **we** defend. But, **we** will not pay
2179 the premium for the portion of a bond amount that is greater than **our**
2180 limit of liability. Notwithstanding 1. above, **we** have no obligation to
2181 apply for or furnish bonds.
- 2182 3. Loss of earnings up to \$100 a day, but not other income, when **we**
2183 ask **you** to help **us** investigate or defend any claim or suit.
- 2184 4. Other reasonable expenses incurred at **our** request.

2185 EXCLUSIONS:

2186 **We** do not cover:

- 2187 1. **Personal injury** arising out of the conduct of a partnership, joint
2188 venture, limited liability company (LLC), limited liability partnership
2189 (LLP), corporation, trust or other entity of which any **insured** is a
2190 partner, member, or participant and which is not shown as a Named
2191 Insured or an Additional Insured on the Information Page(s).
- 2192 2. **Personal injury** arising out of the operation, possession, ownership,
2193 repair, maintenance, use, occupancy, negligent entrustment or
2194 negligent supervision of aircraft, **motor vehicles** or watercraft, owned,
2195 operated or used by, or rented or loaned to, any **insured**.
- 2196 3. **Personal injury** arising out of the rendering or failing to render
2197 professional services.
- 2198 4. **Personal injury** arising out of **business** pursuits of any **insured**.
- 2199 5. **Personal injury** arising out of any premises owned, rented, or
2200 controlled by any **insured** which is not an **insured premises**.
- 2201 6. **Personal injury** intentionally caused by or at the direction of an
2202 **insured** or with the knowledge that the act would violate the rights of
2203 another and would inflict **personal injury**, even if the resulting
2204 **personal injury** is of a different kind, quality or degree than initially
2205 expected or intended, or is sustained by a different person, or entity
2206 than initially expected or intended.
- 2207

- 2208 7. **Personal injury** arising out of war (declared or un-declared), civil war,
2209 insurrection, rebellion, or revolution.
- 2210 8. **Personal injury** consisting of, arising from or out of, contributed to,
2211 aggravated by, or resulting from, **pollution**, whether directly or indirectly,
2212 except as provided in Section II – Supplementary Coverages. This exclusion
2213 includes but is not limited to:
- 2214 a. The cost of testing, monitoring, abating, mitigating, removing,
2215 remediating, containing, treating, detoxifying, neutralizing or disposing of
2216 any **pollutant** or **pollution**;
- 2217 b. Any supervision, instruction, disclosure, or failures to disclose,
2218 recommendations, warnings, or advice given, or that allegedly should
2219 have been given relative to any **pollutant** or **pollution** that results in
2220 **personal injury**;
- 2221 c. Any obligation to share damages, losses, costs, payments, or expenses
2222 with or repay someone else who must make payment because of such
2223 **personal injury**, damages, loss, cost, payment, or expense;
- 2224 d. Any claim of nuisance concerning or related to **pollutants** or **pollution**;
- 2225 e. Actual, alleged, constructive or threatened diminution or loss of value of
2226 any property from the actual or alleged presence of **pollutants** or
2227 **pollution**; and
- 2228 All costs, expenses or damages arising out of any order, claim, suit or
2229 threat of liability by or on behalf of a governmental authority or any
2230 other person or entity for injury, damages or injunctive relief because
2231 of or arising out of **pollutants** or **pollution**.
- 2232 9. **Personal injury** resulting from any actual, alleged, threatened or
2233 adjudicated sexual abuse, harassment, molestation, or sexual
2234 relations.
- 2235 10. **Personal injury** arising out of any illegal or criminal act of any
2236 **insured** whether or not such **insured** is actually charged with a crime
2237 for the act.
- 2238 11. **Personal injury** arising out of the intentional or negligent
2239 misrepresentation or non-disclosure of any material fact related to the
2240 sale, or attempted sale, of property owned by any **insured**.
- 2241 12. Liability assumed under, or arising out of, or in any way resulting from:
2242 a. any oral or written contract or agreement;
- 2243 b. any stated or implied warranty associated with any products or services
2244 provided by any **insured**.
- 2245 13. Punitive or exemplary damages.
- 2246 14. **Personal injury** arising out of, or in any way resulting from:
2247 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade
2248 secret, or intellectual property rights of another;
- 2249 b. any misappropriation of advertising ideas of another, or anything
2250 damaging, false or misleading in **your** advertisements or
2251 marketing activities.
- 2252 15. **Personal injury** arising out of an electronic chat room, bulletin board,
2253 Facebook, Twitter, Myspace, or other electronic social media done by
2254 or at the direction of any **insured** with the knowledge of its falsity or
2255 made prior to the effective date of this coverage.
- 2256 16. **Personal injury** arising out of the unauthorized use of, or access to,
2257 another's product, information, or service.
- 2258 17. **Personal injury** arising out of the designing or determining of the
2259 content of internet websites or web applications.
- 2260 18. **Personal injury** arising out of an offense directly or indirectly related
2261 to employment by any **insured**.
- 2262 19. **Personal injury** arising out of any paid public or civic activities of any

- 2263 **insured.**
- 2264 20. **Personal injury** resulting from oral or written publication of material
- 2265 done by or at the direction of any **insured** with the knowledge of its
- 2266 falsity or made prior to the effective date of this coverage.
- 2267 21. Liability resulting from installation of, or contamination from, a virus,
- 2268 malware, spyware, adware, Trojan horse, backdoor or other damaging
- 2269 computer program or software.
- 2270 22. **Personal injury** to any **insured.**
- 2271 23. Liability arising out of, or in any way resulting from, the loss of, loss of use of,
- 2272 damage to, corruption of, inability to access, or inability to manipulate
- 2273 electronic data of any kind.
- 2274 24. Liability arising out of, or in any way resulting from, malpractice, professional
- 2275 liability, errors and omissions or directors and officers liability.
- 2276 25. Fiduciary liability arising from the Employees Retirement Income Security Act
- 2277 of 1974 and all amendments thereto.
- 2278 26. Any liability related to and/or arising out of Securities Act Liability (S.E.C.
- 2279 Liability) of any kind.
- 2280 27. Any liability arising directly or indirectly out of violations of or alleged
- 2281 violations of:
- 2282 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any
- 2283 amendments thereto, and any similar federal, state, or local laws,
- 2284 ordinances, statutes, or regulations;
- 2285 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any
- 2286 similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2287 c. any federal, state, or local law, regulation, statute or ordinance, other than
- 2288 the TCPA or the CAN-SPAM Act of 2003, that limits or prohibits the
- 2289 communicating, recording, receiving, transmitting, sending, or distribution
- 2290 of material or information;
- 2291 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition
- 2292 to such law, including the Fair and Accurate Credit Transactions Act
- 2293 (FACTA); or
- 2294 e. any federal, state or local statute, ordinance or regulation, other than the
- 2295 TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and
- 2296 additions, that addresses, prohibits, or limits the printing, dissemination,
- 2297 disposal, collecting, recording, receiving, sending, transmitting,
- 2298 communicating or distribution of material or information.
- 2299 28. Any liability resulting from, or in any way arising directly or indirectly out of:
- 2300 a. refusal to employ any person;
- 2301 b. termination of the employment of any person; or
- 2302 c. coercion, demotion, evaluation, reassignment, discipline, defamation,
- 2303 harassment, humiliation, discrimination, sexual misconduct, or other
- 2304 employment-related practices, policies, acts, or omissions directed
- 2305 towards any person;
- 2306 This includes no liability to any spouse, child, parent, brother, or sister of any
- 2307 person identified in a. through c. above.
- 2308 This exclusion applies whether the **insured** is liable or alleged to be liable
- 2309 either as an employer or in any other capacity or there is an obligation to fully
- 2310 or partially reimburse a third party for such damages.
- 2311 29. **Personal injury** arising out of the sale, manufacture, delivery, or transfer by
- 2312 any person of a controlled substance or any other items or materials subject
- 2313 to statutory control as defined by the Federal Food and Drug Law at 21
- 2314 U.S.C.A. Sections 811 and 812, including any amendments, whether or not it
- 2315 is legal to use or possess such substances, items, or materials.
- 2316 30. Any actual, alleged, threatened or adjudicated **personal injury** resulting in
- 2317 any way from abuse, harassment, belittlement, disparagement, revilement,

2318 castigation, chastisement, criticism, perversion, maltreatment, desecration,
2319 vexation, torment, torture, devilment or bullying, whether through physical,
2320 verbal, imaged, texted, electronically transmitted, telephonic, or any other
2321 means.

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CONDITIONS – SECTION II

Paragraphs 1., 2., and 5. in CONDITIONS – SECTION II of **your** policy are replaced with the following for the purposes of coverage provided under this Option, only.

1. What an **insured** must do in case of **personal injury**:
 - a. Notify **us** immediately. The notice must give:
 - (1) **Your** name and policy number;
 - (2) The date, time, place, and circumstances of the accident, **occurrence**, or loss; and
 - (3) The names, addresses, and telephone numbers of injured persons/entities and any witnesses.
 - b. 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** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur expenses related to any **occurrence** to which this policy applies.

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2. LIMITS OF LIABILITY

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

- a. As respects Personal Injury Coverage, the limit of liability stated on the Information Page(s) for Coverage F is the total limit of **our** liability under this policy for all covered damages resulting from any one **occurrence**; and
- b. As respects Personal Injury Coverage, two (2) times the limit of liability stated on the Information Page(s) for Coverage F is the total limit of **our** liability under this policy for all covered damages resulting from all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

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5. OTHER INSURANCE COVERAGE

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

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OPTION I – BUSINESS PURSUITS

When 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.

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ADDITIONAL DEFINED TERMS

Subject to all exclusions, limitations and restrictions in this Option and in **your** policy:

Your Work – means:

1. Work or operations performed by **you** or any **insured** or on **your** behalf by employees hired full or part-time in the business shown with this Option; and

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2373 2. Materials, parts, and equipment supplied for such work or operations
2374 performed by those identified in 1. above.

2375 **Your work** includes:

- 2376 a. warranties or representations made at any time regarding quality, fitness,
2377 durability, performance, or use of **your work**;
- 2378 b. providing or failing to provide warnings or instructions; and
- 2379 c. the loading or unloading of a vehicle by any **insured** which is not owned or
2380 operated by **you**.

2381 **Your Completed Work** means **your work** at the earliest of the following times:

- 2382 1. When all work specified in **your** contract has been completed;
- 2383 2. When all the work to be done at a job site has been completed if **your** contract
2384 specifies work at more than one job site; or
- 2385 3. When that part of the work at a job site has been put to its intended use by any
2386 person or organization other than another contractor or subcontractor working
2387 on the same project.

2388 Work which requires further service, maintenance, correction, repair, or
2389 replacement because of defect or deficiency, but which is otherwise complete,
2390 will be deemed completed.
2391

2392 **Your Products** – means goods or products manufactured, sold, handled,
2393 distributed, or disposed of by **you** or any **insured**, others trading under **your**
2394 name, or a person or organization whose business or assets **you** have acquired.

2395 **Your products** include:

- 2397 a. Warranties or representations made at any time regarding the quality,
2398 fitness, durability, performance, or use of **your products**;
- 2399 b. Containers (other than vehicles), materials, parts, or equipment furnished in
2400 connection with **your products**; and
- 2401 c. **Your** or those acting on **your** behalf, providing or failing to provide warnings
2402 or instructions.

2403 **Your Products** does not include:

- 2404 a. Real property;
- 2405 b. Property rented to or located for the use of others but not sold, including, but
2406 not limited to, vending machines; and
- 2407 c. **Farm products**.

2408 **Impaired property** – means tangible property, other than **your product** or **your**
2409 **work**:

- 2410 1. That is less useful or no longer usable because:
 - 2411 a. it includes **your product** or **your work** that is, or is believed to be,
2412 defective, deficient, inadequate or dangerous; or
 - 2413 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a
2414 contract or agreement; and
- 2415 2. Which can be restored by:
 - 2416 a. the repair, replacement, adjustment or removal of **your product** or **your**
2417 **work**; or
 - 2418 b. **your** fulfillment of the terms of the contract or agreement.

2419 EXCLUSIONS

2420 For coverage under this Option I, exclusion 3. under EXCLUSIONS – SECTION II
2421 is deleted and replaced with the following:

- 2422 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any
2423 **insured**. But, the activities of an **insured** pertaining to the business described
2424 on the Information Page(s) for Option I will not be considered **business**
2425 pursuits.
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ADDITIONAL EXCLUSIONS

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

This insurance does not cover:

1. **Bodily injury** or **property damage** arising out of any **business** pursuits of any **insured** in connection with any **business** owned or financially controlled by any **insured** or by a partnership, LLC, LLP, Corporation, Trust or other entity of which any **insured** is a partner, member, manager, officer, director, executor, administrator, or trustee.
2. **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.
3. When any **insured** is a member of the faculty or teaching staff of any school or college and **bodily injury** or **property damage** arises out of the maintenance, use, loading or unloading of draft or saddle animals, vehicles for their use, aircraft, **motor vehicles**, or watercraft owned or operated or hired by or for any **insured** for the purpose of instruction in the use thereof.
4. **Bodily injury** or **property damage** arising out of barber or beauty operation if the **business** employs two (2) or more persons.
5. **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.
6. Any loss, cost, or expense incurred by any **insured** 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, your products, or impaired property**. This applies if **your work, your 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 **your work, your products, or impaired property**.
7. **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 completed work or your products** after physical possession of the products has been relinquished to others.
8. **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, LLP, Corporation, Trust or other entity.
9. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises.
10. **Property damage** to that specific part of real or personal property on which work is being performed by:
 - a. any **insured**; or
 - b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;
if the **property damage** arises out of such work.
11. **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.

- 2482 12. **Property damage to your products** if the damage arises out of **your**
 2483 **products** or their parts.
 2484 13. **Property damage to your work** if the **property damage** arises out of **your**
 2485 **work** or any part of it.
 2486 14. **Property damage** to property that has been physically injured or impaired,
 2487 arising out of:
 2488 a. a delay or failure to perform a contract or agreement as specified in its
 2489 terms by **you** or one acting on **your** behalf; or
 2490 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or
 2491 **your products**.
 2492 15. **Bodily injury** or **property damage** for which any **insured** may be held liable
 2493 by reason of:
 2494 a. contributing to or causing the intoxication of a person;
 2495 b. the furnishing of alcoholic beverages to a person under the influence of
 2496 alcohol or under the legal drinking age; or
 2497 c. any statute, law, ordinance or regulation relating to the sale, gift,
 2498 distribution, or use of alcoholic beverages.
 2499 This exclusion applies only if **you** or any other **insured**:
 2500 (1) manufacture, distribute, or sell alcoholic beverages;
 2501 (2) furnish or serve alcoholic beverages for a charge, whether or not doing
 2502 so requires a license or is undertaken for business purposes or profit; or
 2503 (3) furnish or serve alcoholic beverages without a charge, if doing so
 2504 requires a license.
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2506 **OPTION J – OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE**
 2507

2508 When Option J is shown on **your** Information Page(s), the following applies:
 2509

2510 **SECTION I**

2511 **We** agree that Coverage C - Personal Property includes property used or intended
 2512 for use in the **business** shown on the Information Page(s) for Option J, only while
 2513 on the **insured premises**.
 2514

2515 **SECTION II**

2516 **We** agree that, with respect to Coverage F - Personal Liability coverage and
 2517 coverage G - Medical Payments To Others coverage, the occupancy of the
 2518 **insured premises** by the **insured** as described on the Information Page(s) as an
 2519 office, school, or studio will not be considered a **business**.
 2520

2521 **ADDITIONAL DEFINED TERMS**

2522 Subject to all exclusions, limitations and restrictions in this Option and in **your**
 2523 policy:
 2524

2525 **Your Work** – means:

- 2526 1. Work or operations performed by **you** or any **insured** or on **your** behalf by
 2527 employees hired full or part-time in the business shown with this Option; and
- 2528 2. Materials, parts, and equipment supplied for such work or operations
 2529 performed by those identified in 1. above.

2530 **Your work** includes:

- 2531 a. warranties or representations made at any time regarding quality, fitness,
 2532 durability, performance, or use of **your work**;
- 2533 b. providing or failing to provide warnings or instructions; and
- 2534 c. the loading or unloading of a vehicle by any **insured** which is not owned or
 2535 operated by **you**.

2536 **Your Completed Work** means **your work** at the earliest of the following times:

- 2537 1. When all work specified in **your** contract has been completed;
2538 2. When all the work to be done at a job site has been completed if **your** contract
2539 specifies work at more than one job site; or
2540 3. When that part of the work at a job site has been put to its intended use by any
2541 person or organization other than another contractor or subcontractor working
2542 on the same project.
2543 Work which requires further service, maintenance, correction, repair, or
2544 replacement because of defect or deficiency, but which is otherwise complete,
2545 will be deemed completed.
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2547 **Your Products** – means goods or products manufactured, sold, handled,
2548 distributed, or disposed of by **you** or any **insured**, others trading under **your**
2549 name, or a person or organization whose business or assets **you** have acquired.

2550 **Your products** include:

- 2551 a. Warranties or representations made at any time regarding the quality,
2552 fitness, durability, performance, or use of **your products**;
2553 b. Containers (other than vehicles), materials, parts, or equipment furnished in
2554 connection with **your products**; and
2555 c. **You** or those acting on **your** behalf, providing or failing to provide warnings
2556 or instructions.

2557 **Your Products** does not include:

- 2558 a. Real property;
2559 b. Property rented to or located for the use of others but not sold, including, but
2560 not limited to, vending machines; and
2561 c. **Farm products**.

2562 **Impaired property** – means tangible property, other than **your product** or **your**
2563 **work**:

- 2564 1. That is less useful or no longer usable because:
2565 a. it includes **your product** or **your work** that is, or is believed to be,
2566 defective, deficient, inadequate or dangerous; or
2567 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a
2568 contract or agreement; and
2569 2. Which can be restored by:
2570 a. the repair, replacement, adjustment or removal of **your product** or **your**
2571 **work**; or
2572 b. **your** fulfillment of the terms of the contract or agreement.

2573 EXCLUSIONS

2574 For coverage under this Option J, exclusion 3. under EXCLUSIONS – SECTION II
2575 is deleted and replaced with the following:

- 2576 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any
2577 **insured**. But, the activities of an **insured** pertaining to the business described
2578 on the Information Page(s) for Option J will not be considered **business**
2579 pursuits.
2580

2581 ADDITIONAL EXCLUSIONS

2582 In addition to the exclusions in Exclusions - Section II of **your** policy:

2583 This insurance does not cover:

- 2584 1. **Bodily injury** to any pupil arising out of corporal punishment administered by
2585 or at the direction of any **insured**.
2586 2. **Bodily injury** to any attendees of a school or daycare operated by or for **you**
2587 or any **insured**, or on any **insured premises**, if the school or daycare has
2588 more than four (4) students, children, or adults.
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- 2591 3. Any loss, cost, or expense incurred by any **insured** or any other person or
2592 organization arising out of, or in any way resulting from, the loss of use,
2593 disposal, withdrawal, recall, inspection, notification, repair, replacement,
2594 adjustment, or removal of **your work, your products, or impaired property**.
2595 This applies if **your work, your products, or impaired property** is withdrawn
2596 or recalled from the market or from use by any person or organization because
2597 of a known or suspected defect, deficiency, or unsafe condition in **your work,**
2598 **your products, or impaired property**.
- 2599 4. **Bodily injury or property damage** occurring off the **insured premises** which
2600 arises out of, or in any way results from, a defect, deficiency, inadequacy, or
2601 unsafe condition in **your completed work or your products** after physical
2602 possession of the products has been relinquished to others.
- 2603 5. **Property damage** to any real, personal, or **business** property owned,
2604 occupied, used by, rented, leased, loaned to, or in the care, custody or control
2605 of, or over which physical control is being exercised for any purpose by any
2606 **insured**, any employees or volunteer workers of any **insured**, or any partners,
2607 members, officers, directors, managers, administrators, executors or trustees
2608 if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other
2609 entity.
- 2610 6. **Property damage** to any premises **you** sell, give away or abandon, if the
2611 **property damage** arises out of any part of those premises
- 2612 7. **Property damage** to that specific part of real or personal property on which
2613 work is being performed by:
- 2614 a. any **insured**; or
2615 b. a contractor or subcontractor working directly or indirectly on any **insured's**
2616 behalf;
2617 if the **property damage** arises out of such work.
- 2618 8. **Property damage** to that specific part of any property that must be restored,
2619 repaired, or replaced because **your work** that was performed on the property
2620 was faulty.
- 2621 9. **Property damage** to **your products** if the damage arises out of **your**
2622 **products** or their parts.
- 2623 10. **Property damage** to **your work** if the **property damage** arises out of **your**
2624 **work** or any part of it.
- 2625 11. **Property damage** to property that has been physically injured or impaired,
2626 arising out of:
- 2627 a. a delay or failure to perform a contract or agreement as specified in its
2628 terms by **you** or one acting on **your** behalf; or
2629 b. a defect, deficiency, inadequacy, or unsafe condition in **your work or your**
2630 **products**.
- 2631 12. **Bodily injury or property damage** for which any **insured** may be held liable
2632 by reason of:
- 2633 a. contributing to or causing the intoxication of a person;
2634 b. the furnishing of alcoholic beverages to a person under the influence of
2635 alcohol or under the legal drinking age; or
2636 c. any statute, law, ordinance or regulation relating to the sale, gift,
2637 distribution, or use of alcoholic beverages.
- 2638 This exclusion applies only if **you** or any other **insured**:
- 2639 (1) manufacture, distribute, or sell alcoholic beverages;
2640 (2) furnish or serve alcoholic beverages for a charge, whether or not doing
2641 so requires a license or is undertaken for business purposes or profit; or
2642 (3) furnish or serve alcoholic beverages without a charge, if doing so
2643 requires a license.
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OPTION K – SEWER BACKUP COVERAGE

When Option K is shown for a **dwelling** on **your** Information Page(s):

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 or electrical 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 Option L is shown on the Information Page(s), the following applies:

1. Within the DEFINED WORDS section, **Business, Insured premises,** and **Residence employee** are amended as referenced within such definitions, when **your** Information Page shows OPTION L – FARM LIABILITY.
2. Within EXCLUSIONS – SECTION II, exclusion 9. and exclusion 23. are amended as referenced within such exclusions, when **your** Information Page shows OPTION L – FARM LIABILITY.

Supplementary Coverages – Section II is amended and the following language is added to 1.a. LIMITED POLLUTION COVERAGE:

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

- a. **Property damage** to crops, plants, or trees 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; and
- 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.

Exclusions – Section II, exclusion 10. does not apply to a. and b. above.

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

- i. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed \$25,000 for any one **occurrence**, and no more than \$50,000 for all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.
- 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.

2700 Supplementary Coverages – Section II is amended and the following language is
2701 added as 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION:
2702 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION
2703 The Limit of Liability for covered claims made and suits brought under Option L
2704 for **bodily injury** and/or **property damage** consisting of, arising from or out of,
2705 contributed to, aggravated by, or resulting from, whether directly or indirectly, the
2706 actual, alleged, or threatened discharge, dispersal, seepage, migration, release,
2707 escape, trespass, wrongful entry, ingestion, inhalation or absorption of or
2708 exposure to:
2709 a. **livestock** waste runoff or spills;
2710 b. odor from **livestock** or **livestock** waste or **livestock** disposal,
2711 decomposition or decay; or
2712 c. dust, noise, unsightliness or nuisance, whether temporary or permanent,
2713 arising out of **your farming** operation,
2714 whether gradual or sudden, will not exceed \$25,000 for any one **occurrence**.
2715 The limit of liability for all such claims made and suits brought for all covered
2716 losses arising out of all **occurrences** during the twelve (12) month policy period
2717 shown on **your** Information Page will not exceed \$50,000. This provision will not
2718 increase our total limit of liability. This is not an additional amount of coverage.

2719 LIMITS OF LIABILITY

2720 For the purposes of this Option L, the limit of liability for all damages covered by
2721 this Option will not exceed the limit of liability shown for Coverage F on **your**
2722 Information Page for any one **occurrence**.
2723

2724 EXCLUSIONS

2725 For coverage under this Option L, exclusion 1. b. under EXCLUSIONS –
2726 SECTION II is deleted and replaced with the following:
2727

- 2728 1. **Bodily injury** or **property damage** arising out of the operation, possession,
2729 ownership, repair, maintenance, use, occupancy, negligent entrustment, or
2730 negligent supervision of:
2731 b. A **motor vehicle**. **We** do provide coverage if the **motor vehicle** is not subject
2732 to motor vehicle registration and it is:
2733 (1) Used exclusively on the **insured premises**;
2734 (2) Kept in dead storage on the **insured premises**; or
2735 (3) A **utility vehicle (UTV)** being used in **your farming** operation or in a
2736 business shown with Option M on the Information Page(s) at the time
2737 of the loss.

2738 The exceptions to the exclusion under 1. b. (1), (2) & (3) above, do not
2739 apply to amphibious type motor vehicles identified in item 8. of the **motor**
2740 **vehicle** definition.

2741 ADDITIONAL EXCLUSIONS

2742 In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy,
2743 **we** do not cover:
2744

- 2745 1. **Property damage** arising out of:
2746 a. erroneous delivery of seed or feed;
2747 b. error in mixture of seed or feed;
2748 c. error in labeling of seed or feed;
2749 d. failure of seed to germinate;
2750 e. cross pollination after seed has germinated; or
2751 f. the presence of disease organisms, toxins, noxious weeds, or varietal
2752 variations.
2753 2. Liability arising out of, or in any way resulting from, any product which has
2754 been processed from its original form into another product.

- 2755 3. Damages awarded under:
2756 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US
2757 sections 1801 et seq.) hereafter "M.S.A.W.P.A.";
2758 b. Any law, duet to violation of the M.S.A.W.P.A; or
2759 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.
2760

2761 **OPTION M – FARM-RELATED BUSINESS COVERAGE**

2762 When Option M is shown on the Information Page(s), the following applies:
2763

2764 For the purpose of Coverage F Liability and Coverage G Medical Payments To
2765 Others coverages only, when this Option is shown on **your** Information Page(s)
2766 the definition of **business** in the policy will not mean the business identified within
2767 Option M on the Information Page(s).
2768

2769 For the purposes of coverage under Option M, only, the definition for **farm**
2770 **employee** is replaced with the following:
2771

2772 **Farm Employee** – means any person who receives compensation, pay, wages,
2773 or other remuneration for performing duties or tasks and/or providing services for
2774 **you** and whose duties, tasks or services are performed on **your** behalf in
2775 connection with the operation of the business identified within Option M on the
2776 Information Page(s) and the **farming** of the **insured premises**.
2777

2778 **Farm Employee** does not include:

- 2779 1. Any person, other than a **farm employee**, who is an **insured** or any
2780 **insured's relative**;
- 2781 2. Any person shown as an Additional Insured on the Information Page(s), or
2782 any such Additional Insured's **relative**; or
- 2783 3. Any employee while engaged in any **business** activity other than **farming** or
2784 the business identified within Option M on the Information Page(s).
2785

2786 **ADDITIONAL DEFINED TERMS**

2787 Subject to all exclusions, limitations and restrictions in this Option and in **your**
2788 policy;

2789 **Your Work** – means:

- 2790 1. Work or operations performed by **you** or any **insured** or on **your** behalf by
2791 employees hired full or part-time in the business shown with this Option; and
- 2792 2. Materials, parts, and equipment supplied for such work or operations
2793 performed by those identified in 1. above.

2794 **Your work** includes:

- 2795 a. warranties or representations made at any time regarding quality, fitness,
2796 durability, performance, or use of **your work**;
- 2797 b. providing or failing to provide warnings or instructions; and
- 2798 c. the loading or unloading of a vehicle by any **insured** which is not owned or
2799 operated by **you**.
2800

2801 **Your Completed Work** means **your work** at the earliest of the following times:

- 2802 1. When all work specified in **your** contract has been completed;
- 2803 2. When all the work to be done at a job site has been completed if **your**
2804 contract specifies work at more than one job site; or
- 2805 3. When that part of the work at a job site has been put to its intended use by
2806 any person or organization other than another contractor or subcontractor
2807 working on the same project.

2808 Work which requires further service, maintenance, correction, repair, or
2809 replacement because of defect or deficiency, but which is otherwise complete,
2810 will be deemed completed.

2811
2812 **Your Products** – means goods or products manufactured, sold, handled,
2813 distributed, or disposed of by **you** or any **insured**, others trading under **your**
2814 name, or a person or organization whose business or assets **you** have acquired.

2815 **Your products** include:

- 2816 a. Warranties or representations made at any time regarding the quality,
2817 fitness, durability, performance, or use of **your products**;
- 2818 b. Containers (other than vehicles), materials, parts, or equipment furnished
2819 in connection with **your products**; and
- 2820 c. **Your** or those acting on **your** behalf, providing or failing to provide
2821 warnings or instructions.

2822 **Your Products** does not include:

- 2823 a. Real property;
- 2824 b. Property rented to or located for the use of others but not sold, including,
2825 but not limited to, vending machines; and
- 2826 c. **Farm products**.

2827
2828 **Impaired property** – means tangible property, other than **your product** or **your**
2829 **work**:

- 2830 1. That is less useful or no longer usable because:
 - 2831 a. it includes **your product** or **your work** that is, or is believed to be,
2832 defective, deficient, inadequate or dangerous; or
 - 2833 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a
2834 contract or agreement; and
- 2835 2. Which can be restored by:
 - 2836 a. the repair, replacement, adjustment or removal of **your product** or **your**
2837 **work**; or
 - 2838 b. **your** fulfillment of the terms of the contract or agreement.

2839 **Limit of Liability**

2840 For the purposes of this Option M, whether **you** have one business or multiple
2841 businesses listed under Option M on the Information Page(s) of **your** policy, the
2842 limit of liability for all damages covered by this Option will not exceed the limit of
2843 liability shown for Coverage F on **your** Information Page for any one **occurrence**
2844 and no more than twice (two times) the amount of the limit of liability shown for
2845 Coverage F on **your** Information Page for all damages covered by this Option
2846 from all **occurrences** during the twelve (12) month policy period shown on **your**
2847 Information Page.

2848 **EXCLUSIONS**

2849 For coverage under this Option M, exclusion 3. under EXCLUSIONS – SECTION
2850 II is deleted and replaced with the following:

- 2851 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any
2852 **insured**. But, the activities of an **insured** pertaining to the business described
2853 on the Information Page(s) for Option M will not be considered **business**
2854 pursuits.

2855 **ADDITIONAL EXCLUSIONS**

2856 In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy,
2857 **we** do not cover:

- 2858 1. **Bodily injury** or **property damage** occurring off the **insured premises** which
2859 arises out of, or in any way results from, a defect, deficiency, inadequacy, or

- 2863 unsafe condition in **your completed work** or **your products** after physical
2864 possession of the products has been relinquished to others.
- 2865 2. **Property damage** to any real, personal, or **business** property owned,
2866 occupied, used by, rented, leased, loaned to, or in the care, custody or control
2867 of, or over which physical control is being exercised for any purpose by any
2868 **insured**, any employees or volunteer workers of any **insured**, or any partners,
2869 members, officers, directors, managers, administrators, executors or trustees
2870 if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other
2871 entity.
- 2872 3. **Property damage** to any premises **you** sell, give away or abandon, if the
2873 **property damage** arises out of any part of those premises.
- 2874 4. **Property damage** to that specific part of real or personal property on which
2875 work is being performed by:
- 2876 a. any **insured**; or
2877 b. a contractor or subcontractor working directly or indirectly on any **insured's**
2878 behalf;
- 2879 if the **property damage** arises out of such work.
- 2880 5. **Property damage** to that specific part of any property that must be restored,
2881 repaired, or replaced because **your work** that was performed on the property
2882 was faulty.
- 2883 6. **Property damage** to **your products** if the damage arises out of **your**
2884 **products** or their parts.
- 2885 7. **Property damage** to **your work** if the **property damage** arises out of **your**
2886 **work** or any part of it.
- 2887 8. **Property damage** to property that has been physically injured or impaired,
2888 arising out of:
- 2889 a. a delay or failure to perform a contract or agreement as specified in its
2890 terms by **you** or one acting on **your** behalf; or
2891 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your**
2892 **products**.
- 2893 9. Any loss, cost, or expense incurred by any **insured** or any other person or
2894 organization arising out of the loss of use, disposal, withdrawal, recall,
2895 inspection, notification, repair, replacement, adjustment, or removal of **your**
2896 **work**, **your products**, or **impaired property**. This applies if **your work**, **your**
2897 **products**, or **impaired property** is withdrawn or recalled from the market or
2898 from use by any person or organization because of a known or suspected
2899 defect, deficiency, or unsafe condition in **your work**, **your products**, or
2900 **impaired property**.
- 2901 10. Damages awarded under:
- 2902 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US
2903 sections 1801 et seq.) hereafter "M.S.A.W.P.A.";
- 2904 b. Any law, due to violation of the M.S.A.W.P.A; or
- 2905 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.
- 2906 11. **Bodily injury** or **property damage** for which any **insured** may be held liable
2907 by reason of:
- 2908 a. contributing to or causing the intoxication of a person;
- 2909 b. the furnishing of alcoholic beverages to a person under the influence of
2910 alcohol or under the legal drinking age; or
- 2911 c. any statute, law, ordinance or regulation relating to the sale, gift,
2912 distribution, or use of alcoholic beverages.
- 2913 This exclusion applies only if **you** or any other **insured**:
- 2914 (1) manufacture, distribute, or sell alcoholic beverages;
- 2915 (2) furnish or serve alcoholic beverages for a charge, whether or not doing
2916 so requires a license or is undertaken for business purposes or profit; or

2917 (3) furnish or serve alcoholic beverages without a charge, if doing so
2918 requires a license.

2919 12. **Property damage** arising out of:

- 2920 a. erroneous delivery of seed or feed;
- 2921 b. error in mixture of seed or feed;
- 2922 c. error in labeling of seed or feed;
- 2923 d. failure of seed to germinate;
- 2924 e. cross pollination after seed has germinated; or
- 2925 f. the presence of disease organisms, toxins, noxious weeds, or varietal
2926 variations.

2927
2928 **OPTION N – NAMED PERSON MEDICAL PAYMENTS**

2930 When Option N is shown on **your** Information Page(s), Coverage G – Medical
2931 Payments to Others applies to those persons listed on the Information Page(s) up
2932 to the limits shown for Named Person Medical Payments.

2933 In addition to the exclusions found in Exclusions – Section II, **we** do not cover:

- 2934 1. **Bodily injury** to any person listed with this Option resulting from accidental
2935 injury unless the injury is the result of **farming**.
- 2936 2. **Bodily injury** to any person listed with this Option, when the accidental injury
2937 occurs within any residence.

2938
2939
2940 **OPTION O – LOSS ASSESSMENT COVERAGE**

2941 When Option O is shown on the Information Page(s), **we** will pay any assessment
2942 levied against **you** as a member of a property owners association by the
2943 association in accordance with its governing rules if the assessment is necessary
2944 because of:

- 2945 1. A direct loss to property collectively owned by the association members
2946 caused by perils **we** insure against; or
- 2947 2. An **occurrence** to which Section II of this policy applies; or
- 2948 3. Liability for an act of a director, officer, or trustee elected by the association
2949 members if acting within the scope of the duties of a director, officer, or trustee
2950 and without deriving any income from the performance of duties exclusively on
2951 behalf of the association.

2952 **We** will pay no more than the Limit stated for Option O on the Information Page(s).

2953 **We** will pay **your** assessment on covered losses minus \$250.

2954
2955 **OPTION P – INCREASED POLLUTION COVERAGE**

2956 When Option P is shown on **your** Information Page(s), it modifies **our** limit of
2957 liability in respect to LIMITED POLLUTION COVERAGE in SUPPLEMENTARY
2958 COVERAGES – SECTION II, item 1.a.

2959 **Our** limit of liability for **bodily injury** and **property damage** consisting of, arising
2960 from or out of, contributed to, aggravated by, or resulting from, **pollution**, whether
2961 directly or indirectly, will not exceed \$100,000 for any one **occurrence**, and no
2962 more than \$100,000 for all covered **occurrences** during the twelve (12) month
2963 policy period shown on **your** Information Page.

2964 This provision is not in addition to the limit of liability for Coverage F and does not
2965 increase **our** total limit of liability. No more than one limit of Coverage F liability
2966
2967
2968
2969
2970
2971

2972 shown on **your** Information Page will apply to all covered losses from one
2973 **occurrence**.

2974
2975 If the Information Page(s) lists Option L – Farm Liability, **we** cover:

- 2976 a. **Property damage** to crops, plants, or trees resulting from the accidental
2977 above-ground contact with herbicides, pesticides, fungicides, and fertilizers
2978 caused by the application of the same which results in actual damages
2979 sustained within one growing season of the application.
- 2980 b. **Bodily injury** resulting from the accidental above-ground contact with
2981 herbicides, pesticides, fungicides and fertilizers caused by the application of
2982 the same which results in medical treatment within one year (365 days) of the
2983 application.

2984 Exclusions – Section II, exclusion 10. does not apply to a. and b. above.

2985 The limit of coverage in a. and b. above:

- 2986 i. For **bodily injury** or **property damage** resulting from activities occurring
2987 away from the **insured premises** will not exceed \$100,000 for any one
2988 **occurrence**, and no more than \$100,000 during the twelve (12) month policy
2989 period shown on **your** Information Page.
- 2990 ii. For **bodily injury** or **property damage** resulting from activities occurring on
2991 any **insured premises** is the limit of liability shown on the Information
2992 Page(s).

2993
2994 However, this Option will not increase **our** total limit of liability.

2995 **OPTION Q – LIMITED LIVESTOCK LIABILITY COVERAGE**

2996
2997 When Option Q is shown on the Information Page(s), **your** policy is modified as
2998 follows:

3000
3001 Exclusion 9. of EXCLUSIONS – SECTION II is replaced with the following:

- 3002 9. **Bodily injury** or **property damage** that arises out of the ownership or use of
3003 **livestock** for any purpose other than personal use or personal consumption.

3004
3005 Supplementary Coverages – Section II is amended and the following language is
3006 added as 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION:

3007 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION

3008 The Limit of Liability for covered claims made and suits brought under Option Q
3009 for **bodily injury** and/or **property damage** consisting of, arising from or out of,
3010 contributed to, aggravated by, or resulting from, whether directly or indirectly, the
3011 actual, alleged, or threatened discharge, dispersal, seepage, migration, release,
3012 escape, trespass, wrongful entry, ingestion, inhalation or absorption of or
3013 exposure to:

- 3014 a. **livestock** waste runoff or spills;
3015 b. odor from **livestock** or **livestock** waste or **livestock** disposal,
3016 decomposition or decay; or
3017 c. dust, noise, unsightliness or nuisance, whether temporary or permanent,
3018 arising out of ownership or use of **livestock**,

3019 whether gradual or sudden will not exceed \$25,000 for any one **occurrence**.

3020 The limit of liability for all such claims made and suits brought for all covered
3021 losses arising out of all **occurrences** during the twelve (12) month policy period
3022 shown on **your** Information Page will not exceed \$50,000. This provision will not
3023 increase our total limit of liability. This is not an additional amount of coverage.

3027 **OPTION R – VENDOR’S SINGLE INTEREST**

3028
3029 When Option R is shown on the Information Page(s) **we** will provide coverage to
3030 the mortgagee shown on the Information Page(s), who is the lienholder on **your**
3031 manufactured home, for losses which occur during the policy period and result
3032 from the following:

- 3033 **Collision, Upset, and Overturn** – meaning sudden, accidental, and direct loss
3034 to the manufactured home caused by **collision, upset, and overturn** while the
3035 manufactured home is being moved from one place to another. Collision which
3036 damages only wheels, tires, axles, and running gear is not covered.
3037 **Alteration** – meaning deliberate damage caused by **you** to the manufactured
3038 home or substantial changes in the structure of the manufactured home with the
3039 intention of reducing its value without permission of the lienholder or the
3040 manufactured home dealer.
3041 **Conversion** – meaning transfer of ownership without permission of the
3042 lienholder, if the lienholder is not successful in an effort to recover possession
3043 of the manufactured home or its missing parts.
3044 **Concealment** – meaning withholding or hiding the manufactured home.
3045

3046 If the manufactured home is repossessed by or on behalf of the lienholder or
3047 manufactured home dealer, **we** will pay the lienholder or manufactured home
3048 dealer for an amount equal to the expense of transporting the manufactured home
3049 from the place of repossession to the nearest of the following:

- 3050 1. The place where it was sold by the lienholder or manufactured home dealer; or
3051 2. The nearest business location of the lienholder or manufactured home dealer.

3052 Repossession Expense applies only to the expense of returning the entire
3053 manufactured home, but not the expense of returning only separated parts,
3054 equipment, or accessories.
3055

3056 **DEDUCTIBLE**

3057 \$500 will be deducted from the amount of loss in each claim for loss or damage.
3058

3059 **ADDITIONAL EXCLUSIONS**

3060 In addition to all Section I exclusions **we** do not pay for:

- 3061 1. **Conversion** of attached property originally provided with the manufactured
3062 home including furniture (not appliances), drapes, curtains, and bedding.
3063 2. Expense of returning separate parts, equipment, or accessories.
3064 3. Damage resulting from neglect, omission to act, wear and tear, or hard usage.
3065 4. Gas bottles, fuel tanks, pumps, steps, skirting, porches, decks, awnings,
3066 carports, and any other addition to the manufactured home after its original
3067 manufacture.
3068 5. Loss resulting from the fraudulent actions of the lienholder, its employee(s), or
3069 agents.

3070 Exclusion 28. in GENERAL EXCLUSIONS - APPLICABLE TO ALL LEVELS OF
3071 PROTECTION of Section I of **your** policy is replaced for the purposes of coverage
3072 under this Option only, with the following:

- 3073 28. Intentional losses, meaning any loss or damage that is intentionally caused
3074 by, at the direction of, or with the permission of, any **insured** or any of **your**
3075 members, partners, managers, officers, directors, shareholders, executors,
3076 administrators, or trustees if **you** are an entity other than a person, whether
3077 such persons are sane or insane, unless payment of any such loss is
3078 otherwise mandated under 375.1312 RSMO regarding a claim of any
3079 innocent coinsured. Payment of any loss required by law shall be limited to
3080 the amount mandated by 375.1312 RSMO. For the purposes of this
3081 exclusion, when the **dwelling** described on the Information Page(s) is owner

3082 occupied, **insured** also means any person related to an **insured** by blood,
3083 marriage, or adoption, or any ward or foster child, living anywhere in the
3084 **dwelling** described on the Information Page(s), whether or not they are
3085 paying rent, lease payments or other consideration. This exclusion does not
3086 apply to **alteration** damage.

3087
3088 **IN CASE OF LOSS**

3089 The lienholder must, at the lienholder's expense, use every reasonable effort,
3090 including litigation, until settlement of the loss to:

- 3091 1. Secure, protect, and preserve the manufactured home from loss.
- 3092 2. Locate the policyholder, the manufactured home, and any missing parts.
- 3093 3. Declare the loan in default.
- 3094 4. Repossess the manufactured home promptly.
- 3095 5. Collect all amounts due.

3096 The lienholder must give **us** as part of the loss notice, the following:

- 3097 1. An inspection report prepared at the time of repossession describing the
3098 condition of the manufactured home and a detailed list of missing parts.
- 3099 2. Manufacturer's invoice.
- 3100 3. Documents which detail the lienholder's efforts to locate missing parts.
- 3101 4. Retail sales contract and credit application.
- 3102 5. All evidence showing how the manufactured home was equipped when sold.
- 3103 6. Summary of collection efforts.
- 3104 7. Statement from the law enforcement agency to which the lienholder gave
3105 prompt notice of loss.

3106
3107 **SETTLEMENT AND VALUATION**

3108 In addition to the Settlement and Valuation provisions of the policy, the amount of
3109 the lienholder's interest in any loss from **alteration**, **conversion**, or **concealment**
3110 will not exceed the unpaid balance not more than sixty (60) days past due, less:

- 3111 1. Unearned interest, insurance, finance and other carrying charges computed as
3112 of the date of claim.
- 3113 2. Penalties or other charges which have been added to the unpaid balance after
3114 the loan was finalized.

3115
3116 **LIEN TRANSACTION, LATE OR DEFAULT IN PAYMENT NOTICE**

3117 **We** have no coverage unless the following took place:

- 3118 1. The lien transaction was entered into in accordance with normal and usual
3119 credit standards.
- 3120 2. The lien instrument, at the time executed, was legally enforceable and created
3121 a valid security interest for the lienholder.
- 3122 3. At the date this coverage came into effect, no payment was more than thirty
3123 (30) days past due.
- 3124 4. The **insured** has defaulted in payment.
- 3125 5. Written notice of the claim has been given to **us** within thirty (30) days after
3126 repossession has occurred.

3127
3128 **RECORDS**

3129 **We** will, at any reasonable time, be allowed to examine the lienholder's books,
3130 records, and files to determine facts relating to a claim under this coverage.

3131
3132 **SETTLEMENT WITH SELLING DEALER**

3133 Settlement of loss may be made with the selling dealer when the lienholder's
3134 interest has been satisfied under a repurchase agreement.

3135
3136

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.
2. 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 gold ware and pewter ware, but excluding pens, pencils, flasks, smoking implements, or jewelry.
6. 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 Information Page. 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.

ADDITIONAL ACQUIRED PROPERTY

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

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

PERILS INSURED AGAINST

Subject to all other terms of this Option and **your** policy, **we** cover sudden, accidental, and direct loss to scheduled property shown with Option S on the Information Page(s).

3192 ADDITIONAL EXCLUSIONS

3193 Except as otherwise noted below, all exclusions in GENERAL EXCLUSIONS –
3194 APPLICABLE TO ALL LEVELS OF PROTECTION of Section I of **your** policy
3195 apply to Option S coverage, as well as the following additional exclusions:

- 3196 1. As to Fine Art(s):
- 3197 a. Damage caused by any repairing, restoration, or retouching process.
- 3198 b. Breakage of art glass windows, statuary, marble, glassware, bric-a-brac,
- 3199 porcelains, and similar fragile articles unless caused by fire, lightning,
- 3200 aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake,
- 3201 flood, explosion, malicious damage, collision, derailment, or overturn of
- 3202 conveyance.
- 3203 c. Loss to property on exhibition or loan, unless the premises where the
- 3204 item(s) is on exhibition or loan is an **insured premises**.
- 3205 2. As to Postage Stamps or Rare and Current Coin Collections:
- 3206 a. Fading, creasing, denting, scratching, tearing, thinning, transfer of color,
- 3207 inherent defect, dampness, extremes of temperature, gradual depreciation,
- 3208 damage sustained from handling, or while being actually worked upon.
- 3209 b. Mysterious disappearance of individual stamps, coins, or other articles
- 3210 insured unless specifically scheduled with a definite amount set opposite
- 3211 their description or if not specifically scheduled unless mounted in a
- 3212 volume and the page to which they are attached is also lost.
- 3213 c. Loss of or damage to property in the custody of transportation companies
- 3214 or shipments by mail unless by registered mail.
- 3215 d. Theft from any unattended **motor vehicle** except while being shipped by
- 3216 registered mail.
- 3217 e. Loss of or damage to any property described herein which is not an actual
- 3218 part of a stamp, money, or numismatic collection.
- 3219 3. As to lawn and garden equipment:

3220 **We** provide Level 3 Protection subject to the General Exclusions – Applicable
3221 to all Levels of Protection.

3222 Exclusions 16., 21., 22., 23., 24., 29. b, c, d, & e, 31., and 32 in General
3223 Exclusions – Applicable to all Levels of Protection do not apply to property
3224 insured under Option S, with the exception of lawn and garden equipment.

3225 Exclusion 30 in General Exclusions – Applicable to all Levels of Protection does
3226 not apply to property insured under Option S, with the exception of lawn and
3227 garden equipment, Postage Stamps, and Rare and Current Coin Collections.

3228
3229 **CONDITIONS**

3230 The following are Conditions in addition to those found in **CONDITIONS –**
3231 **SECTION I** of **your** policy:

- 3232 1. Fine Art(s): If fine art(s) are covered, **you** agree that the fine art(s) insured will
- 3233 be packed and unpacked by competent packers.
- 3234 **We** will not be liable for more than the amount of insurance shown on the
- 3235 Information Page for any article(s) of Fine Art(s). The amount of insurance for
- 3236 article(s) of Fine Art(s) shown on the Information Page is the agreed value of
- 3237 the article(s), both at the time of insuring the article(s) and at the time of loss.
- 3238 In the event of a total loss, as determined by **us**, **we** agree to pay **you** the full
- 3239 amount of insurance for the article(s), as shown on the Information Page. In
- 3240 the event of a total loss of the article(s) of Fine Art(s), **you** agree to surrender
- 3241 the article(s) to **us**. If the article is a total loss, and the article(s) is/are part of a
- 3242 pair or set, **we** will pay the amount of insurance shown for the pair or set as
- 3243 shown on the Information Page(s), and **you** agree to surrender the pair or set
- 3244 to **us**.

- 3245 2. Sporting Equipment: If golfer's equipment is covered, **we** will also cover other
3246 clothing of **yours** and **your relative's** while contained in any locker when **you**
3247 or **your relative** is playing golf.
3248 Golf balls are covered only against loss by
3249 a. fire; or
3250 b. theft, if physical evidence of forced entry into the locker, room or structure
3251 exists.
- 3252 3. Musical Instruments: If musical instruments are covered, **you** agree that loss
3253 to scheduled property while **you** or any **insured** is using that property for
3254 **business** purposes will not be paid.
- 3255 4. Postage Stamps or Rare and Current Coin Collection – Unscheduled Property
3256 Only: If a stamp or a coin collection that is not specifically scheduled is
3257 covered, in the event of loss or damage, the amount payable will be
3258 determined as follows:
3259 a. **We** will not be liable for more than the **market value** of the property at the
3260 time of loss, but not more than \$1,000 on unscheduled numismatic
3261 property and not more than \$250 for any one stamp, coin, or other
3262 individual article or any one pair, strip, block, series, sheet, cover, frame, or
3263 card.
3264 b. **We** will not be liable for a greater proportion of any loss on property not
3265 specifically scheduled than the total sum **insured** on such unscheduled
3266 property bears to the **market value** at the time of loss.
- 3267 5. Loss Clause: The amount of insurance under this coverage will not be
3268 reduced except for total loss of a specifically scheduled item. Any unearned
3269 premium that applies to such item will be refunded to **you** or applied to the
3270 premium due on item(s) replacing those on which the claim was paid.
- 3271 6. Parts: In case of loss or damage to any part of property covered, consisting of
3272 several parts when complete, **we** will pay only for the value of the part lost or
3273 damaged.
- 3274 7. Territorial Limits: **We** cover the described property wherever it may be located
3275 with the exception of Fine Art(s). **We** cover described Fine Art(s) only while
3276 within the United States and Canada.

3277 For the purposes of coverage under this Option only, the following Condition
3278 replaces 2. SETTLEMENT AND VALUATION, in CONDITIONS – SECTION I of
3279 **your** policy:

3280 2. SETTLEMENT AND VALUATION

- 3281 a. If the Information Page(s) states that Actual Cash Value applies, then the
3282 most **we** will pay will be the lesser of:
3283 (1) The difference in **market value** before and after the loss;
3284 (2) The limit of liability as scheduled on the Information Page(s);
3285 (3) The amount of the **insured's** insurable interest in the property; or
3286 (4) Any applicable coverage limitation on the property as set forth in
3287 this policy.
- 3288 b. If the Information Page(s) states Replacement Cost, applies, then, until
3289 **you** complete repair or replacement of the damaged or stolen property, the
3290 most **we** will pay will be the lesser of:
3291 (1) The difference in **market value** before and after the loss;
3292 (2) The limit of liability which pertains to the coverage;
3293 (3) The amount of the **insured's** insurable interest in the property; or
3294 (4) Any applicable coverage limitation on the property as set forth in
3295 this policy.

3296 If **you** complete repair or replacement of the damaged or stolen property
3297 and make a repair or replacement cost claim within 180 days of the original
3298 loss settlement, then **we** will pay the lesser of:

- 3299 (1) The amount required, as determined by **us**, to repair or replace the
3300 damaged or stolen property;
- 3301 (2) The amount it would take, as determined by **us**, to repair or replace
3302 the damaged or stolen property, with like kind and quality but not
3303 necessarily identical or matching materials; or
- 3304 (3) The limit of liability.
- 3305 Unless stated otherwise within this Option, coverage for repair or
3306 replacement will not include payment to replace undamaged portions of
3307 property and will not include payment for any difference in value due to
3308 replacement materials that are not identical to, or an exact match to,
3309 undamaged materials.
- 3310 c. If **you** have a partial loss caused by fire, then **you** have an option to have
3311 **us** repair the property, the cost not to exceed the amount written in the
3312 policy, so that the property shall be in as good a condition as before the
3313 fire.
- 3314 d. Under any valuation method, the cost to repair or replace is determined by
3315 **us**, based on **our** knowledge of the prices charged by repair or
3316 replacement facilities. To aid **us** in determining the cost to repair or
3317 replace, **we** may utilize any one or more of the data bases, appraisal tools,
3318 and other methods commonly used in the insurance industry to determine
3319 the prices charged by repair or replacement facilities.
- 3320 e. In respect to a loss of or damage to a pair or set, **we** may repair or replace
3321 any part of the pair or set to restore it to its value before the covered loss,
3322 or **we** may pay the difference between the **market value** of the property
3323 before and after the covered loss.
- 3324 Total loss, as determined by **us**, to any article(s) of Fine Art(s) or to an
3325 article(s) of Fine Art(s) that is part of a pair or set, will be handled per the
3326 Fine Art(s) paragraph above in this CONDITIONS section.

3327 **OPTION T – FARM CARGO OPTION**

3328
3329
3330 When Option T is shown on the Information Page(s) it provides coverage for **your**
3331 legal liability as a common or contract carrier under tariff documents, bills of
3332 lading, or shipping receipts issued by **you** for sudden, accidental, and direct loss
3333 to **farm products** in transit, while loaded for shipment in or on any **motor**
3334 **vehicle(s)** owned by **you** and operated by an **insured** anywhere within the
3335 continental United States (except Alaska) and Canada. Losses occurring
3336 elsewhere will not be covered under this Option.

3337
3338 For the purposes of this Option only, the definition of **motor vehicle** in DEFINED
3339 WORDS is replaced with the following:

3340 **Motor vehicle** – means:

- 3341 1. A motorized land vehicle designed for travel on public roads and which can
3342 be registered and licensed for operation on US highways. This includes
3343 vehicles which with acceptable modifications could pass safety inspections
3344 and be registered for operation on all public roads and US highways.
- 3345 2. A motorized land vehicle subject to motor vehicle registration.
- 3346 3. A trailer or semi-trailer designed for travel on public roads.
- 3347 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper,
3348 home, or utility trailer not being towed by or carried on a vehicle included in
3349 1. or 2. is not a **motor vehicle**. A utility trailer is any trailer that may be
3350 used for more than one use.
- 3351
3352
3353

3354 LIMITS OF LIABILITY

3355 **Our** liability for covered loss to shipments while loaded in or on any one **motor**
3356 **vehicle** will not exceed the amount shown on the Information Page(s) for Option
3357 T, for each **motor vehicle**.

3358
3359 **Our** aggregate limit of liability for all covered losses resulting from any one
3360 **occurrence** will not exceed the amount shown on the Information Page(s) for
3361 Option T, for each **occurrence**.

3362
3363 ADDITIONAL EXCLUSIONS

3364 In addition to the exclusions in EXCLUSIONS – SECTION II this policy does not
3365 cover:

- 3366 1. Loss or damage to any shipment in or on any **motor vehicle** under **your** or
3367 any **insured's** control after such **motor vehicle** has remained at any dock,
3368 depot, station, or terminal for more than seventy-two (72) hours after arrival of
3369 the **motor vehicle** at such location.
- 3370 2. Loss caused by **your** neglect or the neglect of any **insured** to use all
3371 reasonable means to save and preserve the property at and after any covered
3372 loss.
- 3373 3. Loss caused by or resulting from strikes, lockouts, labor disturbances, riots,
3374 civil commotion, or the acts of any person or persons taking part in any such
3375 occurrence or disorder.
- 3376 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.
- 3377 5. Loss of or injury to **livestock**, except against accident causing death or
3378 rendering death necessary.
- 3379 6. Freight charges, except such charges that were earned prior to the
3380 acceptance of the shipments insured under this Option and for which **you** are
3381 legally liable.
- 3382 7. Loss caused by shifting of load, poor packing or rough handling, for loss
3383 caused by breakage or by contact with oil or grease or any other commodity,
3384 marring or scratching, wetness or dampness, leakage of liquids, or as the
3385 result of being spotted, discolored, molded, rusted, frosted or frozen, rotted,
3386 soured, steamed or heated, or changed in flavor.
- 3387 8. Breakage of eggs.
- 3388 9. Collision caused:
 - 3389 a. By coming in contact with any portion of the roadbed.
 - 3390 b. By striking the rails or ties of a railroad or railway.
 - 3391 c. By coming in contact with any stationary object in backing for loading or
3392 unloading purposes.
 - 3393 d. By the coming together of truck and trailer during coupling or uncoupling.
 - 3394 e. By collision of the covered property with another object while in the
3395 ordinary course of transportation.
- 3396 10. All claims for loss, damage, or expense by wear and tear from ordinary
3397 handling due to the mode of transportation.

3398 Exclusion #16 under EXCLUSIONS – SECTION II does not apply to
3399 coverage provided under Option T – FARM CARGO OPTION only.

3400
3401 ADDITIONAL CONDITIONS

3402 The following conditions are added to **your** policy for this Option.

3403 1. SUBSTITUTION CLAUSE

3404 If any **motor vehicle** owned by **you** is withdrawn from normal use because of
3405 sale, breakdown, repair, loss, or destruction, the limit of liability applying to
3406 such **motor vehicle** under this Option will apply to any other **motor vehicle**
3407 operated by an **insured** and substituted for such **motor vehicle**, provided the
3408 substitution is reported to **us** as soon as practicable (but in any event, within

3409 thirty [30] days from the date of substitution) and additional premium is paid
3410 thereon as required by **us**.

3411 2. REIMBURSEMENT

3412 Should **we** pay a loss or losses in compliance with any special provision
3413 required by law or legal regulations or by the Interstate Commerce
3414 Commission or by any Public Service Commission, Public Utilities
3415 Commission, Corporation Commission, or Railroad Commission for which **we**
3416 were not liable under the terms of the policy, **you** agree to reimburse **us** to the
3417 full extent of such payments, plus any additional expense incurred.

3418 3. STATUTORY ENDORSEMENTS

3419 This Option is issued in contemplation of the possible addition of provisions to
3420 effect compliance by **you** with statutes regulating **your business**. No such
3421 provision will be valid for any purpose unless required for mandatory or
3422 permissive compliance with terms of the statute actually applicable to **you** at
3423 the time of loss.

3424 4. INSPECTION OF RECORDS

3425 **We** have the right to inspect and copy **your** books, accounts, and records with
3426 reference to any claims for loss to which this Option may apply, including those
3427 required to be kept by **you** under any statute, or under any rule or regulation of
3428 any state, federal authority, or agency will be open to inspection at reasonable
3429 times by any of **our** authorized representatives.

3430
3431 **OPTION U – CUSTOM FARMERS EQUIPMENT OPTION**

3432
3433 When Option U is shown on the Information Page(s), Option E-2 Machinery
3434 Collision is added for the specifically identified **machinery** shown on the
3435 Information Page(s) under Option U – Custom Farmers Equipment.

3436
3437 **COVERAGE E – FARM PERSONAL PROPERTY**

3438 Sub-paragraph 2.a. of Property Not Covered in Coverage E – Farm Personal
3439 Property of Section I is replaced with the following for the purposes of this Option:
3440 **We** do not cover with respect to Coverage E:

3441
3442 2. **Machinery:**

- 3443 a. While beyond a 100-mile radius of the **insured premises** when used in
3444 **custom farming**. When Option U – Custom Farmers Equipment is
3445 shown on **your** Information Page, this exclusion 2.a. does not apply to the
3446 specifically identified **machinery** listed with Option U.

3447
3448 **EXCLUSIONS – SECTION II**

3449 For the purposes of this Option, Exclusion 23. is deleted and replaced with the
3450 following:

- 3451 23. **Bodily injury** and **property damage** arising out of **custom farming**;
3452 however, if the Information Page(s) shows Option L – Farm Liability
3453 Coverage, **custom farming** conducted in a 250-mile radius from the **insured**
3454 **premises** is covered, subject to all other terms of this policy.

3455
3456 **OPTION V – SPECIAL LOSS SETTLEMENT**

3457
3458 When Option V is shown on the Information Page(s), it applies only to the
3459 **dwelling(s)** and/or other structures showing Option V on the Information Page(s).
3460 In the event of a partial loss, except fire loss, to a covered **dwelling** or other
3461 structure, **we** will pay the percentage shown on the Information Page(s) opposite
3462 the covered property of the actual loss minus the deductible shown on the

3463 Information Page(s). In no event will the amount paid exceed the total amount of
3464 insurance shown on the Information Page(s) for the **dwelling** or other structure.
3465

3466
3467 **OPTION W – REBUILDING CLAUSE**
3468

3469 When Option W is shown on the Information Page(s), it applies only to the
3470 **dwelling(s)** and/or other structures showing Option W on the Information Page(s).
3471 In the event of a covered loss, except fire to a covered **dwelling** or other
3472 structure, at **our** option, **we** will pay to **you** the actual cost of repairs, not to
3473 exceed 60% of the actual loss or 60% of the amount of insurance shown on the
3474 Information Page(s) for that **dwelling** or other structure, whichever is less. If the
3475 structure is repaired or replaced for the same use and occupancy within twelve
3476 (12) months of the date of loss, at or within 500 feet of the original site prior to the
3477 loss, **we** will pay 100% of the actual loss, not to exceed the amount of insurance
3478 shown on the Information Page(s) for that **dwelling** or other structure.
3479

3480 **OPTION X – ADDITIONAL INSURED - PREMISES ONLY**
3481

3482 When Option X is shown on the Information Page(s), the person(s) and/or
3483 entity(s) listed under Option X as an Additional Insured will have coverage as
3484 stated below:
3485

3486 **SECTION I**
3487

3488 Subject to all terms of this Option and **your** policy, the person(s) listed under
3489 Option X as an Additional Insured, their **relatives**, and/or the entity(s) listed under
3490 Option X as an Additional Insured, will share the same coverage **you** have for
3491 Section I coverage(s) in accordance with their separate legal financial interest in
3492 the covered property when such interest is set forth as required in the Sworn
3493 Statement in Proof of Loss.
3494

3495 The level of coverage and settlement options provided to **you** for Section I
3496 coverages will apply, unless otherwise stated in this Option.
3497

3498 This Option does not increase any amount of insurance shown on the Information
3499 Page(s) for any coverage, option or endorsement.
3500

3501 **SECTION II**
3502

3503 Subject to all other terms of this Option and **your** policy, the person(s) listed under
3504 Option X as an Additional Insured, their **relatives**, and/or the entity(s) listed under
3505 Option X as an Additional Insured, will be an **insured** under Coverage F liability
3506 for covered losses for which the Additional Insured is made liable:
3507

3507 a. by **you**;

3508 b. by an **insured** acting on **your** behalf; or

3509 c. by the Additional Insured's own actions or lack of actions while acting on
3510 **your** behalf with **your** knowledge and consent;

3511 and which arises out of activities occurring in conjunction with **your** ownership,
3512 maintenance or use of the **insured premises**, only.
3513

3514 This Option does not increase any limit of liability shown on the Information
3515 Page(s) for any coverage, option or endorsement.
3516
3517

3518 **OPTION Y – ADDITIONAL INSURED – GENERAL**

3519
3520 When Option Y is shown on the Information Page(s), the person(s) listed under
3521 Option Y as an Additional Insured will have coverage as stated below:

3522 **SECTION I**

3523
3524
3525 Subject to all terms of this Option and **your** policy, the person(s) listed under
3526 Option Y as an Additional Insured, and their **relatives**, will share the same
3527 coverage **you** have for Section I coverage(s) in accordance with their separate
3528 legal financial interest in the covered property when such interest is set forth as
3529 required in the Sworn Statement in Proof of Loss.

3530
3531 The level of coverage and settlement options provided to **you** for Section I
3532 coverages will apply to the Additional Insured and their **relatives**, unless
3533 otherwise stated in this Option.

3534
3535 This Option does not increase any amount of insurance shown on the Information
3536 Page(s) for any coverage, option or endorsement.

3537
3538 **SECTION II**

3539
3540 Subject to all other terms of this Option and **your** policy, the person(s) listed under
3541 Option Y, and their **relatives**, will be an **insured** under Coverage F Liability.

3542
3543 This Option does not increase any limit of liability shown on the Information
3544 Page(s) for any coverage, option or endorsement.

3545
3546 **OPTION Z – WEIGHT OF ICE, SNOW, OR SLEET**

3547
3548 When Option Z is shown on the Information Page(s), and subject to all
3549 restrictions, exclusions, and other terms in SECTION I of **your** policy, **we** cover
3550 sudden, accidental, and direct loss caused by weight of ice, snow, or sleet to other
3551 structure(s) listed on the Information Page(s); or property contained in the other
3552 structure(s), if the policy provides coverage for Coverage C – Personal Property.

3553
3554 Exclusion 19. b. in GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS
3555 OF PROTECTION does not apply to coverage provided under this Option for
3556 those structures listed and showing a premium on the Information Page(s) under
3557 COVERAGE B – OTHER STRUCTURES.

3558
3559 There is no coverage for a loss which occurs or is in progress within the first three
3560 (3) days of the original effective date of this Option.

3561
3562 **OPTION AB – EQUINE BUSINESS LIABILITY COVERAGE**
3563 **FOR THE BOARDING OF HORSES OR HORSES IN THE**
3564 **CARE, CUSTODY, AND CONTROL OF AN INSURED**

3565
3566 When Option AB is shown on the Information Page(s), the following applies:

3567
3568 With respect to the Provisions of this endorsement only, the following defined
3569 words are added:

3570
3571 **Equine** – means horses, donkeys, and mules.

3572 **Racing** – means the sport of engaging in contests of speed with **equine**.

3573 **Riding** – means to sit or travel on the back of **equine** while controlling or
3574 attempting to control the **equine’s** motions. Riding is not allowed by anyone
3575 without the consent or permission of the **insured**.

3576 **Training** – means the act or process of exercising, disciplining, or educating
3577 **equine** to ride or to cart.
3578

3579 For purposes of this endorsement only, the term “**business** does not mean” in the
3580 Defined Words section has been expanded to include:

- 3581 3. **Riding** by others of boarded **equine**;
- 3582 4. Boarding or breeding of non-owned **equine**;
- 3583 5. Care, custody, and control of boarded **equine**;
- 3584 6. Judging or officiating **equine**-related competitions of events;
- 3585 7. Training **equine**.
- 3586

3587 Subject to all terms within this endorsement, **we** agree that coverage is provided
3588 for death, injury, and theft of **equine** in the care, custody, and control of an
3589 **insured**. Coverage is also extended to provide **bodily injury** and **property**
3590 **damage** for liability arising out of the use and occupancy of the **insured premises**
3591 to board, breed, or train **equine**.
3592

3593 This coverage is subject to the Annual Aggregate Limit and the Per **Equine** Limit
3594 shown in this endorsement. Also, this coverage is subject to all the exclusions
3595 and conditions otherwise applicable to Section II – Personal Liability unless
3596 amended by the terms of this endorsement.
3597

3598 This coverage for the boarding of **equine** in the care, custody, and control of an
3599 **insured** applies only:

- 3600 1. To death, injury, or theft of **equine you** do not own in **your** care, custody, and
3601 control for which **you** are legally liable; and
- 3602 2. While the **equine** are at an **insured premises** or are temporarily in transit to or
3603 from an **insured premises** for purposes of breeding, veterinarian services,
3604 **training**, showing, or boarding and arising from the negligence of the **insured**.
3605

3606 ADDITIONAL EXCLUSIONS

3607 In addition to the exclusions in EXCLUSIONS – SECTION II of **your** policy **we** do
3608 not cover:

- 3609 1. Mysterious disappearance of **equine**.
- 3610 2. Death, injury, or theft of **equine** caused by criminal, fraudulent, dishonest, or
3611 illegal acts, alone or in collusion with another, by:
 - 3612 a. An **insured**;
 - 3613 b. Others who have an interest in the **equine**;
 - 3614 c. Others to whom **you** entrust the **equine**;
 - 3615 d. **Your** partners, officers, directors, trustees, executors,
3616 administrators, joint venturers, members, or managers if **you** are a
3617 partnership or joint venture, limited liability company, limited liability
3618 partnership, Corporation, Trust or other entity; or
 - 3619 e. The **farm employee** of (a), (b), (c), or (d) above, whether or not
3620 they are at work.
- 3621 3. Death, injury, or theft of **equine** used for any purpose not intended by
3622 the owner.
- 3623 4. Death, injury, or theft of **equine** due to seizure or destruction under
3624 quarantine, customs regulations, confiscation of contraband, or illegal
3625 transportation or trade.

- 3626 5. Death or injury of **equine** arising out of professional care or treatment
3627 by veterinarians, veterinary assistants, farriers, or any person providing
3628 veterinary care or medication.
- 3629 6. Liability assumed by an **insured** under a contract or agreement;
- 3630 7. Death, injury, or theft of **equine** that occurs in the course of
3631 transportation by air or water.
- 3632 8. Theft of **equine** due to unauthorized instructions to transfer **equine** to
3633 any person or to any place.
- 3634 9. Theft of **equine** due to voluntary parting with possession of **equine** if **you** or
3635 any other **insured** is induced to do so by trick, scheme, or device or through
3636 fraud or false pretense.
3637 This includes but is not limited to the acceptance of:
3638 a. Counterfeit money or fraudulent post office or express money orders;
3639 b. Checks or promissory notes that are not paid upon presentation; or
3640 c. Credit cards that are illegally obtained and/or used;
- 3641 10. Loss of earnings or projected future income.
- 3642 11. **Bodily injury** to any employee injured arising out of and in the course of
3643 employment for the **equine** activities.
- 3644 12. **Bodily injury or property damage** arising from any stated or implied warranty
3645 associated with the products or services provided by the **equine** operations.
- 3646 13. **Property damage** to products sold by the **equine** operations.
- 3647 14. **Bodily injury or property damage** due to **equine** being ridden in any
3648 prearranged race or competitive speed contest, or preparation for a race or
3649 speed contest whether the race or speed test has ended before the **bodily**
3650 **injury or property damage** occurs.
- 3651 15. **Bodily injury or property damage** arising out of hauling **equine** for hire;
3652 however, transportation incidental to boarding or breeding these boarded
3653 **equine** is covered, subject to all other terms of this policy.
- 3654 16. **Bodily injury or property damage** for which any **insured** is obligated to pay
3655 as a result of giving **riding** lessons.
- 3656 17. **Bodily injury** to any person who receives remuneration from any **insured**
3657 while practicing for or participating in any club meets, races, or other contests.
- 3658 18. **Bodily injury or property damage** arising out of **riding** instruction, rental
3659 **equine**, or rodeos.
- 3660 19. **Bodily injury or property damage** arising out of **equine** sales or auctions,
3661 veterinary stables, dude ranches, and **racine** stables.
- 3662 20. **Bodily injury or property damage** due to **equine** being ridden without **your**
3663 permission.
3664

3665 Exclusion #16 under EXCLUSIONS – SECTION II does not apply to coverage
3666 provided under Option AB – Equine Business Liability Coverage only.
3667

3668 AGGREGATE PER EQUINE LIMIT

3669 An Annual Aggregate of \$25,000 is the most **we** will pay for death, injury, or theft
3670 of all **equine** for each consecutive 12-month period beginning with the inception
3671 date of this endorsement.
3672

3673 The Annual Aggregate limit also applies separately to any remaining policy
3674 period of less than 12 months.
3675

3676 A Per **Equine** Limit of \$5,000, subject to the Annual Aggregate Limit, is the most
3677 **we** will pay for the death, injury, or theft of a single **equine**.
3678

3679 Any insurance **we** provide under this coverage shall be excess over any other
3680 similar collectible insurance, whether primary, excess, or contingent for non-
3681 owned **equine** under the care, custody, and control of an **insured**.

3682 **CONDITIONS – SECTION II**

3683 With respect to the coverage provided by this option, the following additional
3684 conditions are added:

3685 **NORMAL HEALTH**

3686 **You** agree that **equine** in **your** care, custody, and control are in normal health
3687 and are not receiving veterinary care for any illness, disease, lameness, injury or
3688 physical disability.

3689 **VETERINARY TREATMENT**

3690 If **equine** in **your** care, custody, and control are injured, **you** agree to
3691 immediately:

- 3692 1. Secure the services of a licensed veterinarian to treat the injury;
- 3693 2. To give the proper care to the **equine**; and
- 3694 3. To use every possible means to save the **equine**.

3695 Any expenses incurred in securing veterinary treatment and in giving
3696 proper care to the **equine** are solely **your** responsibility.

3697 **DEATH OF EQUINE**

3698 **You** agree to have two postmortem exams conducted by qualified veterinary
3699 surgeons immediately upon the event of death of **equine** in **your** care, custody,
3700 and control. Any postmortem or related expenses incurred are solely **your**
3701 responsibility.

3702
3703 **OPTION AC – ACTUAL CASH VALUE ROOF DAMAGE**
3704 **SETTLEMENT**

3705
3706 When Option AC is shown on the Information Page(s), any covered loss to the
3707 roof of the **dwelling** or other structure listed on the Information Page(s), as having
3708 Option AC, will be on an Actual Cash Value (ACV) basis as stated in paragraph
3709 2.a. of SETTLEMENT AND VALUATION, in CONDITIONS – SECTION I.

3710
3711 **OPTION AD – IDENTITY THEFT EXPENSE COVERAGE**
3712 **AND RESOLUTION SERVICE**

3713
3714 When Option AD is shown on the Information Page(s) the following
3715 applies:

3716 **DEFINED WORDS**

3717 With respect to the Provisions of this endorsement only, the following defined
3718 words are added:

3720 **Identity Theft** – means the act of knowingly transferring or using, without lawful
3721 authority, a means of identification of an **insured** with the intent to commit, or to
3722 aid or abet another to commit, any unlawful activity that constitutes a violation of
3723 federal law or a felony under any applicable state or local law.

3724 **Advocate** – means a third party expert retained by **us** to help an **insured** to
3725 resolve the fraudulent use of their personal information and to restore it to pre-
3726 incident status. This help may include contacting credit reporting agencies, credit
3727 grantors, collection agencies, and governmental agencies. Such contacts will
3728 take place with the permission and cooperation of the **insured**.

3729 **Advocacy Service** – As an added value, Farm Bureau will provide access to
3730 **identity theft** resolution services by an **advocate** at no additional premium or
3731 cost to the policyholder. This service is not an insurance product and does not
3732 reimburse expenses or losses to the policyholder. This service will help victims
3733 to notify the appropriate authorities, track and monitor their credit files, and work

3734 with grantors of credit until the problem is resolved. Farm Bureau reserves the
3735 right to change the providers of these services at its sole discretion.

3736 **Account Takeover** - is defined as the use of another person's accounts by an
3737 unauthorized third party.

3738 **Proactive Inquiry** – is defined as the **insured** experiencing an event which places
3739 him or her at greater risk of **identity theft** including but not limited to lost or
3740 stolen wallet, stolen financial records, or receipt of a third party notice of security
3741 breach or database compromise.

3742
3743 **Expenses** – mean:

- 3744 1. Costs for notarizing affidavits or similar documents attesting to **identity theft**
3745 required by financial institutions or similar credit grantors or credit agencies.
- 3746 2. Costs for certified mail to law enforcement agencies, credit agencies, financial
3747 institutions, or similar credit grantors related to **identity theft**.
- 3748 3. Lost income resulting from time taken off work to complete **identity theft**
3749 affidavits, meet with or talk to law enforcement agencies, credit agencies,
3750 and/or legal counsel related to same, up to a maximum payment of \$200 per
3751 day. Total payment for all lost income under this coverage is not to exceed
3752 \$5,000.
- 3753 4. Loan application fees for re-applying for a loan or loans when the original
3754 application is rejected solely because the lender received incorrect credit
3755 information due to **identity theft**.
- 3756 5. Reasonable attorney fees incurred as a result of **identity theft** to;
3757 a. Defend lawsuits brought against an **insured** by merchants, financial
3758 institutions, or their collection agencies;
3759 b. Remove any criminal or civil judgments wrongly entered against an
3760 **insured**; and
3761 c. Challenge the accuracy or completeness of any information in a consumer
3762 credit report.
- 3763 6. Charges incurred for long distance telephone calls to merchants, law
3764 enforcement agencies, financial institutions or similar credit grantors, or credit
3765 agencies to report or discuss an actual **identity theft**.

3766
3767 **IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE**

3768 **We** will provide **advocacy service** and **identity theft** expense reimbursement
3769 coverage provided:

- 3770 1. The **insured** has experienced an **identity theft**; and
- 3771 2. Such **identity theft** is first discovered by the **insured** during the policy period
3772 for which the Identity Theft Expense Coverage and Resolution Service applies;
3773 and
- 3774 3. Such **identity theft** is reported to **us** within 60 days after it is first discovered
3775 by **you**. Failure of the **insured** to report identity theft and to provide the
3776 information requested concerning such identity theft within 60 days of **our**
3777 request may result in the denial of any insurance coverage otherwise available
3778 if **we** can establish that **our** rights have been prejudiced by the lack of such
3779 notice.

3780 **We** do not warrant that **our** services or coverage will end, resolve, or solve all
3781 problems associated with an **identity theft**. **We** do not warrant that **our** services
3782 or coverage will prevent future **identity theft**.

3783
3784 **LIMITS OF LIABILITY FOR THIS COVERAGE**

3785 **Identity Theft Expense Reimbursement Coverage**

3786 **We** will pay up to \$25,000 for necessary and reasonable **expenses** incurred by an
3787 **insured** as the direct result of any one **identity theft** just discovered or learned of

3788 during the policy period provided the **insured** utilizes the advocacy-guided
3789 resolution services part of this coverage.

3791 Any acts or series of acts committed by one or more persons, or in which such
3792 person or persons are aiding or abetting others against an **insured**, is considered
3793 to be one **identity theft**, even if a series of acts continues into a subsequent policy
3794 period.

3795 This coverage is additional insurance. No deductible applies to this coverage.

3796

3797 **Advocacy Service**

3798 This service is available as needed for any one **identity theft** for up to twelve (12)
3799 consecutive months from the inception of service. Expenses **we** incur to provide
3800 **advocacy service** do not reduce the limit of liability available for Identity Theft
3801 Expense Reimbursement Coverage.

3802 No deductible applies to this service. This service is available for **account**
3803 **takeover, identity theft, and/or proactive inquiry.**

3804

3805 **EXCLUSIONS**

3806 In addition to all other exclusions in **your** policy, the following exclusions apply to
3807 this coverage:

3808 **We** do not cover:

- 3809 1. **Identity theft** loss arising out of or in connection with a **business**.
- 3810 2. **Identity theft** loss of a professional or **business** identity.
- 3811 3. **Expenses** incurred due to any fraudulent, dishonest, or criminal act by an
3812 **insured**, or any person aiding or abetting an **insured**, or by any authorized
3813 representative of an **insured**, whether acting alone or in collusion with others.
- 3814 4. Loss other than **expenses**.
- 3815 5. An **identity theft** by or with the knowledge of any relative or former relative of
3816 the **insured** unless the **insured** is willing to file a police report and FTC
3817 Affidavit and will cooperate with prosecutorial action against the perpetrator.
- 3818 6. An **identity theft** first discovered by the **insured** prior to or after the period for
3819 which this coverage applies.
- 3820 7. An **identity theft** that is not reported to the police.
- 3821 8. **Identity theft** loss presented by a **farm employee**.
- 3822 9. **Identity theft** loss to individuals and entities shown as an Additional Insured.

3823

3824 **COVERAGE UNDER TWO OR MORE PARTS**

3825 If **we** provide an **insured** with **advocacy service**, **we** reserve the right to review,
3826 limit, reduce and/or possible deny a claim for Identity Theft Expense
3827 reimbursement coverage arising from the same event.

3828

3829 **COMPUTER SECURITY**

3830 Each **insured** has the responsibility to use and maintain security for his/her
3831 computer system. This includes the use of personal firewalls and anti-virus
3832 software. This includes the proper disposal of used diskettes, CDs, hard drives,
3833 and other media used for storage of data and records.

3834

3835 **ADDITIONAL CONDITION**

3836 The following condition is added to **your** policy with respect to coverage provided
3837 by this option:

3838

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

3839

The following is added:

3840

Send to **us**, within sixty (60) days after **our** request, receipts, bills, or other
3841 records that support **your** claim for **expenses** under **identity theft** coverage.

3842 Failure of the **insured** to provide the information within the specified time
3843 period may result in the denial of any insurance coverage otherwise available if
3844 **we** can establish that **our** rights have been prejudiced by the lack of such
3845 notice.

3846
3847 All definitions, duties, exclusions, limitations, general provisions, and
3848 conditions in **your** policy apply unless specifically modified by this Option.

3849 **OPTION AE – REDUCING PROPERTY DEDUCTIBLE**

3850
3851 When Option AE is shown on the Information Page(s), the following applies:

3852
3853 The deductible amounts shown on the Information Page(s) for Coverage A –
3854 Dwelling, Coverage B – Other Structures, Coverage C – Personal Property and
3855 Coverage E – Farm Personal Property will be reduced by \$100 after the policy
3856 has been continuously in effect for twelve (12) months provided that no loss
3857 payment of any kind has been made by **us** during this twelve (12) month period.
3858 A further reduction of \$100 of the deductible amount will be given for each
3859 consecutive twelve (12) month policy period where no loss payment is made,
3860 effective beginning at 12:01 a.m. on the next anniversary date following such
3861 period. In no event will the deductible be less than zero for any coverage part.

3862
3863 In the event of any loss payment by **us**, the deductible originally shown on the
3864 Information Page(s) will be reinstated with respect to any subsequent loss(es) at
3865 the next renewal date.

3866
3867 If two or more of the following coverages are involved in any one loss, only the
3868 largest applicable deductible will be applied: Coverage A – Dwelling, Coverage B
3869 – Other Structures, Coverage C – Personal Property, or Coverage E – Farm
3870 Personal Property.

3871 **OPTION AF – ELITE COVERAGE**

3872
3873 When Option AF is shown on the Information Page(s), **your** policy is amended as
3874 follows:

3875
3876 Option AE – Reducing Property Deductible and Option AD – Identity Fraud
3877 Expense Coverage and Resolution Service are hereby added and included as part
3878 of the Option AF – Elite Coverage.

3879
3880 The following in Limitations on Personal Property Coverage, Section I, are
3881 increased and amended to read:

- 3882
3883 3. \$2,500 on securities, stamps, tickets, accounts, deeds, evidence of debt,
3884 passports, manuscripts, unpublished works, and other valuable papers, drafts,
3885 cashiers' checks, travelers' checks, certified checks, official checks, checks,
3886 certificates of deposit, and notes other than bank notes including negotiable
3887 orders of withdrawals.
3888
3889 4. \$1,500 per item, maximum of \$5,000 per **occurrence** on jewelry, watches,
3890 precious and semi-precious stones, gems, and furs.
3891 10. \$5,000 due to theft of credit card or fund transfer card or loss due to check
3892 forgery.
3893 15. \$1,000 on collector cards.
3894 16. \$1,000 on comic books.
3895

3896 These limitations do not increase the amount of insurance for Coverage C –
3897 Personal Property shown on the Information Page(s). Each limit is the total limit
3898 per **occurrence** for all property in that category.
3899

3900 The following Supplementary Coverages – Section I are increased and
3901 amended as follows:

3902 Sub-paragraph 4.a. is amended to read:

3903 4. Trees, Plants, Shrubs, Fences, and Lawn:

3904 **We** will not pay:

3905 a. More than \$1000 on any one tree, shrub, or plant.
3906

3907 The first sentence of 7. is replaced with the following:

3908 7. Outdoor Antennas: **We** pay up to \$1000 per **occurrence** for covered loss
3909 caused by a Level One Peril to outdoor radio or TV or satellite antennas,
3910 satellite dishes, or similar equipment used to transmit or receive audio or video
3911 signals, including their lead-in wiring, accessories, masts, and towers.
3912

3913 The following Supplementary Coverage – Section I is hereby added:

3914 • Lock Replacement Coverage

3915 **We** will pay up to \$1,000 for the actual cost incurred to replace or re-key
3916 exterior **dwelling** door locks when the exterior door keys or automatic garage
3917 door controller(s) are stolen in a covered theft. No deductible applies to Lock
3918 Replacement Coverage.
3919

3920 Under the SUPPLEMENTARY COVERAGES – SECTION II section of LIABILITY
3921 COVERAGES – SECTION II:

3922 The first sentence of 2. DAMAGE TO PROPERTY OF OTHERS is replaced with
3923 the following:

3924 2. DAMAGE TO PROPERTY OF OTHERS

3925 **We** will pay up to \$2,000 per **occurrence** for **property damage** to property
3926 owned by others caused by any **insured** regardless of fault.
3927

3928 **OPTION AG – INCREASE RENTERS BUILDING ADDITIONS AND** 3929 **ALTERATIONS**

3930 When Option AG is shown on the Information Page(s), the amount of insurance
3931 for 5. Renters Building Additions and Alterations in SUPPLEMENTARY
3932 COVERAGES – SECTION I is increased to the amount shown on the Information
3933 Page(s) for Option AG.
3934

3935 **OPTION AH – CONDOMINIUM OWNERS ADDITIONS AND ALTERATIONS**

3936 When Option AH is shown on the Information Page(s), the amount of insurance
3937 for 6. Condominium Owners Additions and Alterations in SUPPLEMENTARY
3938 COVERAGES – SECTION I is increased to the amount shown on the Information
3939 Page(s) for Option AH.
3940

3941 **OPTION AI – ADDITIONAL INSURED MACHINERY** 3942 **LIENHOLDERS/LESSORS**

3943 When Option AI is shown on **your** Information Page(s), the person(s) and/or
3944 entity(s) listed under Option AI as an Additional Insured will have coverage as
3945 stated below:
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SECTION I

Subject to all terms of this Option and **your** policy, the person(s) and/or entity(s) listed under Option AI as an Additional Insured will share the same coverage **you** have for **machinery** under Coverage E, in accordance with such Additional Insured's separate legal financial interest in the **machinery**, when such interest is set forth as required in the Sworn Statement in Proof of Loss.

The level of coverage and settlement options in the policy provided to **you** for **machinery** under Coverage E will apply, unless otherwise stated in this Option.

This Option does not increase any amount of insurance shown on the Information Page(s) for any coverage, option or endorsement.

SECTION II

Subject to all terms of this Option and **your** policy, the person(s) and/or entity(s) listed under Option AI will be an **insured** under Coverage F liability. Liability provided by this Option AI for an Additional Insured shown, is limited to **bodily injury** and **property damage** arising out of the use of the **machinery** owned in whole or in part by the Additional Insured and shown on the Information Page, while used by **you** or an **insured** in **your farming** operations.

This Option does not increase any limit of liability shown on the Information Page(s) for any coverage, option or endorsement.

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, 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

When Option AN is shown on the Information Page(s) of **your** policy, the following applies:

4004 This Option replaces the language in Option L or Option Q which added Item 2. in
4005 Supplementary Coverages – Section II for FARM EXPOSURES NOT
4006 CONSIDERED POLLUTION with the following language:

4007 2. FARM EXPOSURES NOT CONSIDERED POLLUTION

4008 The Limit of Liability for covered claims made and suits brought under Option L or
4009 Option Q for **bodily injury** and/or **property damage** consisting of, arising from or
4010 out of, contributed to, aggravated by, or resulting from, whether directly or
4011 indirectly, the actual, alleged, or threatened discharge, dispersal, seepage,
4012 migration, release, escape, trespass, wrongful entry, ingestion, inhalation or
4013 absorption of or exposure to:

- 4014 a. **livestock** waste runoff or spills;
- 4015 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition
4016 or decay; or
- 4017 c. dust, noise, unsightliness or nuisance, whether temporary or permanent,
4018 arising out of **your farming** operation,
4019 whether gradual or sudden, will not exceed the limit of liability shown for Coverage
4020 F on **your** Information Page(s) for any one **occurrence** and no more than the
4021 amount of the aggregate limit of liability shown on **your** Information Page for all
4022 damages covered by this Option from all **occurrences** during the twelve (12)
4023 month policy period shown on **your** Information Page. This provision will not
4024 increase **our** total limit of liability. This is not an additional amount of coverage.
4025

4026
4027 **Farm Bureau Town & Country Insurance Company of Missouri**
4028 **MISSOURI PROPERTY AND CASUALTY INSURANCE**
4029 **GUARANTY ASSOCIATION COVERAGE LIMITATION ENDORSEMENT**

- 4030
- 4031 1. Subject to the provisions of the Missouri Property and Casualty Insurance
4032 Guaranty Association Act (to be referred to as the Act), if **we** are a member of
4033 the Missouri Property and Casualty Insurance Guaranty Association (to be
4034 referred to as the Association), the Association will pay claims covered under
4035 the Act if **we** become insolvent.

4036 2. **LIMITATIONS OF COVERAGE**

4037 The Act contains various exclusions, conditions, and limitations that govern a
4038 claimant's eligibility to collect payment from the Association and affect the
4039 amount of any payment. The following limitations apply subject to all other
4040 provisions of this Act.

- 4041 a. Claims covered by the Association do not include a claim by or against an
4042 "insured" of any insolvent insurer, if that "insured" has a net worth of more
4043 than \$25 million on the later of the end of the insured's most recent fiscal
4044 year of the December thirty-first of the year next preceding the date the
4045 insurer becomes an insolvent insurer.

- 4046 b. Payments made by the Association for covered claims will include only
4047 the amount of each claim which is less than \$300,000.

4048 However, the Association will not:

- 4049 (1) Pay an amount in excess of the applicable limit of liability of the
4050 policy from which a claim arises, or
- 4051 (2) Return any unearned premium to an "insured" in excess of \$25,000.

4052 These limitations have no effect on the coverage **we** will provide under this
4053 policy.

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Reserved for future use.

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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