

SAFEGUARD INSURANCE POLICY

NEW HORIZONS INSURANCE COMPANY OF MISSOURI

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NU-MO-1266 (09/17)

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**NEW HORIZONS INSURANCE COMPANY OF MISSOURI
PROTECTOR INSURANCE POLICY**

NU-MO-1266 (09/17)

GENERAL AGREEMENTS

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

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

We, the New Horizons Insurance Company of Missouri, agree to insure **you** according to the terms of this policy based:

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

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

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

You agree, by acceptance of this policy, that:

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

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

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

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

Loss Reduction and Other Benefits

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

- a) items, memberships, merchandise, points, vouchers, rewards, gift cards, services, classes, seminars, or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, 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 New Horizons 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:

74 1. Any full or part-time occupation, profession, or trade, including farming and/or **custom farming**; however, **business** does not
75 include **farming** or **custom farming** if the Information Page(s) lists Option L - Farm Liability.
76 2. Any activity for which the person engaged in that activity reasonably expects to receive monetary compensation or gain
77 including **farming** or **custom farming**; however, **business** does not include **farming** or **custom farming** if the Information
78 Page(s) lists Option L – Farm Liability.
79 3. The use of any part of any premises as identified in 1. and 2., above.
80 4. Any property rented or held for rental by any **insured**. However, when a **dwelling** is rented and used exclusively for residential
81 purposes, it is not considered a **business** if the Information Page(s) identifies such **dwelling** as tenant occupied.
82 **Business** does not mean:
83 1. The occasional, non-repetitive sale of personal property at **your residence premises** or **non-owner occupied residence**
84 **premises**.
85 2. Any part-time activity, other than **custom farming** involving the spraying of herbicides, pesticides, fungicides, and fertilizers,
86 engaged in by **you** or any **insured**, if the individual engaged in that activity is under the age of twenty- one.
87 **Custom Farming** – means farm work done by any **insured** for others in exchange for monetary or commodity remuneration.
88 **Custom Farming** does not include exchange labor.
89 **Dwelling** – means the house(s), duplex(s), apartment(s), condominium(s), townhouse(s), mobile home(s), manufactured home(s),
90 or modular home(s) identified on the Information Page(s) and showing Coverage A – Dwelling coverage under Section I of this
91 policy.
92 **Farming** – means **your** production of unaltered **farm products** through the ownership, maintenance, or use of the **insured**
93 **premises**. **Farming** includes operation of roadside stands where the products sold are the **insured's** own **farm products**.
94 **Farm Employee** – means any person who receives compensation, pay, wages, or other remuneration for performing duties or tasks
95 and/or providing services for **you** and whose duties, tasks or services are in connection with the **farming** of the **insured premises**.
96 It does not include:
97 1. Any person, other than a **farm employee**, who is an **insured** or any **insured's relative**;
98 2. Any person shown as an Additional Insured on the Information Page(s), or any such Additional Insured's **relative**; or
99 3. Any employee while engaged in any **business** activity other than **farming**.
100 **Farm Personal Property** – means **livestock**, **machinery**, and **grain and feed** owned by **you**, or **your relatives** if **you** are a
101 person, while being used for personal or **farming** purposes. It does not include any property which is attached to the land or any
102 permanent structure except as provided for irrigation or GPS equipment under **machinery** coverage. A lawn or garden tractor
103 used solely to service **your residence premises** and/or a **non-owner occupied residence premises** is considered personal
104 property. **All-terrain vehicles (ATV's)** are not considered **farm personal property**, regardless whether used for **farming**
105 purposes.
106 **Farm Products** – means grain crops, grass, hay, silage, cotton, **livestock**, poultry, eggs, bulk milk, fish, vegetables, mushrooms,
107 herbs, fruits, honey, nursery stock, and Christmas trees twelve (12) feet or less in height, raised or grown on the **insured**
108 **premises**. It does not include any product which has been processed from its original form into another product.
109 **Fungi or mold** – means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts
110 produced or released by **fungi or mold**. Under Section II, this does not include any **fungi or mold** that are, are on, or are
111 contained in, products or goods intended for consumption.
112 **Grain and Feed** – means:
113 1. **Grain**, including threshed, harvested or combined corn, wheat, grain sorghum, rice, soy beans, barley, oats, rye, sunflowers,
114 grass seeds, cotton, cotton seed, and fruits and vegetables.
115 2. **Feed**, including hay, straw, fodder, silage, ground feed, and manufactured and processed stock food and food additives.
116 **Individually Identified** – means **farm personal property** which is separately described on the Coverage E schedule on the
117 Information Page. This includes **machinery** purchased by **you**, or **your relative** if **you** are a person, as a replacement for an item
118 listed on the schedule.
119 **Insured** – means **you**, and if **you** are:
120 1. A person, **insured** also means **your relatives**;
121 If **you** die, the person having proper legal custody of covered property replaces **you** as the Named Insured. This applies only
122 to insurance on covered property and **your** legal liability arising out of that property. If **you** die, any person who is an **insured**
123 continues to be an **insured** while residing on **your residence premises**.
124 2. A partnership or joint venture, **insured** also means **your** members or partners acting within the scope of the duties of a member
125 or partner exclusively on behalf of **your** partnership or joint venture;
126 3. A limited liability partnership, **insured** also means **your** members or partners acting within the scope of the duties of a member
127 or partner exclusively on behalf of **your** limited liability partnership;
128 4. A limited liability company, **insured** also means **your** members or managers acting within the scope of the duties of a member
129 or manager exclusively on behalf of **your** limited liability company;
130 5. A Corporation, **insured** also means **your** officers and directors acting within the scope of the duties of an officer or director
131 exclusively on behalf of **your** Corporation;
132 6. A Trust or other entity, **insured** also means **your** executors, administrators, trustees, or directors, of the Trust or other entity
133 acting within the scope of the duties of an executor, administrator, trustee or director exclusively on behalf of **your** Trust or other
134 entity.
135 If the Information page(s) lists Option L – Farm Liability, **insured** also includes any **farm employee** while acting within the course
136 and scope of employment in **your farming** operation.
137 **Insured premises** – means:
138 1. All locations shown on the Information Pages of **your** policy;
139 2. For Coverage F - Personal Liability and Coverage G - Medical Payments To Others only, **insured premises** also includes:
140 a. The part of any residential premises **you** acquire or which is being built by or for **you** during the current policy period for **your**
141 occupancy, until the renewal date of this policy.
142 b. Individual or family cemetery lots and burial vaults.
143 c. The part of any residential premises not owned by any **insured**, while **you** or **your relatives** are temporarily residing there,
144 including while attending school.
145 d. Vacant land **you** own without any structure(s) provided **you** don't own more than 40 such acres.
146 If **your** Information Page lists Option L – Farm Liability, **insured premises** also include:

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

150 **Livestock** – means:

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

153 **Machinery** – means:

- 154 1. Tractors, combines, corn pickers, cotton pickers, and similar self-propelled equipment and their attachments designed and
155 principally used for **farming** purposes on the **insured premises**. GPS equipment and its components used in **farming** are
156 considered **machinery** whether they are mobile, attached to **machinery**, self-standing, or attached to a tower or other structure.
157 A tower or other structure is not considered **machinery** and if insured, must be insured as an Other Structure.
158 2. Hay balers, mowers, rakes, forage harvesters, drills, seeders, cultivators, plows, disks, harrows, wagons, and similar implements
159 including portable augers, designed and principally used for **farming** purposes on the **insured premises**.
160 3. Irrigation equipment and all its components to include all pumping and necessary electrical equipment, whether mobile, free
161 standing, or attached to the land or any permanent structure. **Machinery** does not mean wells, well casings, seals, collars,
162 joints, couplings, or other parts used with well casings.
163 4. Farm chemicals, including herbicides, pesticides, fungicides, and fertilizers.
164 5. Farm records and supplies, including gas, diesel fuel, oils, and lubricants.
165 6. Other miscellaneous farm equipment, including tools, saddles and tack, machines, and supplies.
166 7. Other machinery and equipment designed for **business** use while being used:
167 a. in **your farming** operation; or
168 b. in a business shown within Option M on the Information Page(s);
169 at the time of the loss.
170 8. Portable structures, portable feeders, fencing materials, and portable corrals.
171 9. Building materials for use in **farming**.
172 10. Farm-related business inventory which is inventory held for resale by the business shown with Option M on the Information
173 Page(s) but only when **individually identified**.
174 11. **Utility vehicles (UTV's)** while being used in **your farming** operation or in a business shown with Option M on the Information
175 Page(s) at the time of the loss, but only when **individually identified**.

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

178 **Motor vehicle** – means:

- 179 1. A motorized land vehicle designed for travel on public roads and which can be registered and licensed for operation on US
180 highways. This includes vehicles which with acceptable modifications could pass safety inspections and be registered for
181 operation on all public roads and US highways.
182 2. A motorized land vehicle subject to motor vehicle registration.
183 3. A trailer or semi-trailer designed for travel on public roads.
184 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper, home, or utility trailer not being towed by or carried
185 on a vehicle included in 1. or 2. is not a **motor vehicle**. A utility trailer is any trailer that may be used for more than one use.
186 5. A self-propelled riding golf cart, snowmobile, or other motorized land vehicle owned or used by any **insured** and designed for
187 recreational use off public roads, while off the **insured premises**. A motorized golf cart while used for golfing purposes on a golf
188 course is not a **motor vehicle**.
189 6. A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy, moped, motor scooter, mini-bike, utility bike, pocket rocket,
190 or **all-terrain vehicle (ATV)**, owned or used by any **insured** while off the **insured premises**.
191 7. A motorized mini-truck, mini-car, **utility vehicle (UTV)** or similar vehicle, whose operation or use is prohibited on public roads in
192 the United States, while operated or used by any **insured** off the **insured premises**.
193 8. Any amphibious type vehicle that can be operated on land and/or water.

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

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

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

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

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

207 **Pollutant** does NOT include:

- 208 a. **livestock** waste runoff or spills;
209 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or
210 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation.

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

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

214 **Relative** – means a person related by blood, marriage or adoption who is

215 a resident of **your** household. This includes a ward or foster child. It also includes **your** unmarried and unemancipated child away
216 at school under the age of twenty-five (25).

217 **Residence employee** – means an employee of the Named Insured whose duties are connected to the maintenance of a **dwelling**
218 described on the Information Page(s) and related real property at that location. It also includes a **farm employee** if the Information

219 Page(s) lists Option L – Farm Liability. A **residence employee** does not include persons while performing duties for any **business**
220 of the Named Insured.
221 **Utility Vehicle (UTV)** – means any motorized vehicle manufactured and designed for off-highway use which is more than fifty
222 inches but no more than sixty-seven inches in width, with an unladen dry weight of two thousand pounds or less, traveling on four
223 or six wheels, with side by side seating and a cargo bed and is used primarily for landscaping, lawn care, maintenance or farming
224 purposes and is not subject to registration in Missouri.
225 **Your residence premises** - means the **dwelling(s)** and other structures and grounds at such location(s) identified on the
226 Information Page, where **you** regularly or seasonally reside.
227

228 **SECTION I**
229 **COVERAGE A – DWELLING**

230
231 This policy provides coverage for the described **dwelling** only if Coverage A - Dwelling is shown on the Information Page(s) for that
232 **dwelling** and a premium is listed for such **dwelling**.

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

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

245 **We** do not cover:

- 246 1. Outdoor radio or TV or satellite antenna, satellite dish, or similar equipment used to transmit or receive audio or video signals,
247 including their lead-in wiring, accessories, masts, and towers, except as provided in Supplementary Coverages.
248 2. Unattached structures, meaning any structure that is not affixed to the foundation, slab, roof or common wall of the **dwelling**,
249 unless specifically listed on the Information Page(s) under Coverage B Other Structures.
250 3. Above-ground pools, hot tubs, or spas unless specifically listed on the Information Page(s) under Coverage B or as provided in
251 Supplementary Coverages.
252 4. In-ground pools unless specifically listed on the Information Page(s) under Coverage B – Other Structures.
253 5. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in Supplementary Coverages.
254 6. Removal and disposal of debris, except as provided in Supplementary Coverages.
255 7. Fire Department charges, except as provided in Supplementary Coverages.
256 8. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
257 9. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
258 10. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.

259
260 **COVERAGE B – OTHER STRUCTURES**

261
262 This policy provides coverage only to those structures listed on the Information Page(s) under Coverage B – Other Structures and
263 showing a premium.

264 **We** do not cover:

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

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

271
272 **COVERAGE C – PERSONAL PROPERTY**

273
274 This policy provides coverage for personal property only if Personal Property is shown on the Information Page(s) and an amount of
275 insurance is listed for Personal Property. **We** cover personal property owned by **you**, or **your relatives** if **you** are a person.

276
277 **LIMITATIONS ON PERSONAL PROPERTY COVERAGE**

278
279 These limitations do not increase the amount of insurance for Coverage C. Each limit below is the total limit per covered
280 **occurrence** for all property in that category:

- 281 1. For personal property away from the **insured premises**, **we** will pay up to a maximum of 10% of the amount of insurance shown
282 under Coverage C on the Information Page(s). This limitation does not apply to personal property in a newly acquired principal
283 residence that is secured and ready for occupation, for the thirty (30) days immediately after **you** begin to move **your** personal
284 property there.
285 2. \$200 on money, money orders, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins,
286 precious metals, or loss through acceptance of counterfeit money.
287 3. \$1,000 on securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other
288 valuable papers, drafts, cashier's checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and
289 notes other than bank notes including negotiable orders of withdrawal.
290 4. \$1,000 per item, maximum of \$3,000, on jewelry, watches, precious and semi-precious stones, gems, and furs.
291 5. \$1,000 on watercraft, including their trailers, equipment, accessories, and outboard motor(s).

- 292 6. \$1,000 on trailers not used with watercraft, including but not limited to utility, camping, and recreation trailers.
- 293 7. \$1,000 per item, maximum of \$3,000, for loss by theft of firearms, including their parts, accessories, and ammunition.
- 294 8. \$2,000 on fishing rods, reels, lures, tackle boxes, and fishing accessories for loss by theft.
- 295 9. \$2,000 for loss by theft of hunting and archery equipment and accessories, excluding firearms, their parts, accessories, and
- 296 ammunition.
- 297 10. \$2,500 due to the theft of credit card or fund transfer card or loss due to check forgery.
- 298 11. \$500 per structure, maximum \$1,500, for portable structures **you** own while on or off the **insured premises**.
- 299 12. \$500 for property of domestic employees while on the **insured premises**.
- 300 13. \$2,500 for loss by theft of silverware, gold ware, china, or crystal.
- 301 14. \$2,000 for loss by theft of musical instruments.
- 302 15. \$500 on collector cards.
- 303 16. \$500 on comic books.
- 304 17. \$500 on parts and accessories for **motor vehicles** which are not attached to a **motor vehicle**.
- 305 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
- 306 tack.

PERSONAL PROPERTY NOT COVERED

We do not cover with respect to Coverage C:

- 311 1. Property covered by any scheduled insurance whether in this policy or any other policy, or any vehicle covered for physical
- 312 damage on an automobile policy or on any other type policy.
- 313 2. Animals, birds, insects, or fish.
- 314 3. **Motor vehicles**, including but not limited to their attached parts or supplies, camper shells, and slide-in campers. This exclusion
- 315 #3. does not apply to a golf cart while being hauled to and from the golf course for golfing purposes.
- 316 4. Motorcycles, motor-tricycles, dune buggies, mini-trucks, or mini-cars whether on or off an **insured premises**.
- 317 5. Any type of manned or unmanned aircraft, including their parts and equipment, except small lightweight model airplanes used
- 318 for recreation and not used or designed for:
- 319 a. transporting cargo or persons; or
- 320 b. **business** or commercial use.
- 321 6. Outdoor radio or TV or satellite antenna, satellite dish, or similar equipment used to transmit or receive audio or video signals,
- 322 including their lead-in wiring, accessories, mast, and tower, except as provided in Supplementary Coverages.
- 323 7. Any device, accessories, or antennas designed for reproducing, detecting, receiving, transmitting, recording, or playing back
- 324 data, radar, sound, or picture (or any film, tape, wire, record, disc, chip, memory card or other medium designed for use with
- 325 such device) which may be operated from the electrical system of a **motor vehicle** or watercraft while in or on that **motor**
- 326 **vehicle** or watercraft.
- 327 8. **Business** property, meaning any property which is currently used in or owned by any **business you** are connected with, except
- 328 as provided in Supplementary Coverages.
- 329 9. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in Supplementary Coverages.
- 330 10. Above-ground pools, hot tubs, or spas unless specifically listed on the Information Page(s) under Coverage B or as provided in
- 331 Supplementary Coverages.
- 332 11. **Farm Personal Property**, except as provided in Coverage E.
- 333 12. Personal property specifically or categorically listed in the section entitled "Limitations on Personal Property Coverage" above,
- 334 except to the extent of the limit stated in that section.
- 335 13. Personal property covered in any option or endorsement to this policy, except to the extent of the limit stated in that option or
- 336 endorsement.
- 337 14. Removal and disposal of debris, except as provided in Supplementary Coverages.
- 338 15. Fire Department charges, except as provided in Supplementary Coverages.
- 339 16. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
- 340 17. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
- 341 18. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.
- 342 19. Farm-related business inventory which is inventory held for resale by the business shown with Option M on the Information
- 343 Page(s), except as provided in Coverage E.
- 344 20. Any controlled substance or any other items or materials subject to statutory control as defined by the Federal Food and Drug
- 345 Law at 21 U.S.C.A. Section 812, Schedules 1, 2, and 3, including any amendments, whether or not it is legal to use or possess
- 346 such substances, items, or materials.
- 347 21. Currency or representation of value of any kind that is not issued by a central bank or public authority, by whatever name known:
- 348 a. Whether actual or fictitious; and/or
- 349 b. Whether it may or may not be accepted as a means of payment; and/or
- 350 c. Whether it can be transferred, stored, or traded electronically or by any other means; and/or
- 351 d. Whether it is recognized as, or exchangeable for, legal tender.
- 352 This includes, but is not limited to, digital currency, crypto currency, or any other electronic or virtual currency.

COVERAGE D – EXTRA EXPENSE

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

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

- 361 1. Additional Living Expense. If a loss covered under Section I makes the **dwelling** uninhabitable, **we** cover any necessary and
- 362 reasonable increase in living expenses incurred by **you**, so that **your** household can maintain its normal standard of living.
- 363 Payment will not be for more than either:
- 364 a. The shortest time it should take to repair or replace the premises, or

- 365 b. The shortest time it should take for **your** household to move elsewhere, if **you** permanently relocate.
 366 Generator rental expenses incurred as a result of extended power failure due to a covered loss are eligible for reimbursement up
 367 to \$250.
 368 If **you** have a Fair Rental Value claim on a covered loss, this Additional Living Expense coverage will not apply to a **dwelling**
 369 inhabited by any **insured**.
- 370 2. Fair Rental Value. If a loss covered under Section I makes that part of the **dwelling** rented to others or held for rental by **you**
 371 uninhabitable, **we** cover its Fair Rental Value. **We** will not pay the Fair Rental Value for any **dwelling** or that portion of a
 372 **dwelling** held for rental if it has not been inhabited within 180 days prior to the loss. **We** will pay for the shortest time needed to
 373 repair or replace the part of the premises rented or held for rental. Fair Rental Value will not include any expense that does not
 374 continue while that part of the **dwelling** rented or held for rental is uninhabitable. No **insured** will be entitled to payment under
 375 Additional Living Expense and Fair Rental Value for the same element of loss under extra expense.
- 376 3. Prohibited Use. A Civil authority may forbid use of the **insured premises** as a result of direct damage to neighboring premises
 377 by a Peril Insured Against in this policy. If so, **we** will cover resulting extra expense loss up to two weeks during which use is
 378 prohibited.

379
 380 **We** do not cover loss or expense due to cancellation of a lease or agreement.
 381 **We** do not cover Fire Department charges, except as provided in Supplementary Coverages.
 382 **We** do not cover Additional Living Expenses or Fair Rental Value for loss due to **fungi** or **mold**, except as provided in
 383 Supplementary Coverages – Section I.

384 **COVERAGE E – FARM PERSONAL PROPERTY**

385
 386
 387 This policy provides coverage for **Farm Personal Property** only if Farm Personal Property is shown on the Information Page(s) and
 388 a premium is listed for **Farm Personal Property**.

389 **We** cover with respect to Coverage E:

- 390 1. The **individually identified** property shown on the Coverage E Schedule on the Information Page(s); and
 391 2. **Blanket** property but only to the extent that the total amount of insurance shown for Coverage E on the Information Page(s)
 392 exceeds the cumulative amount of insurance for all **individually identified** property owned by **you**, or **your relatives** if **you** are
 393 a person. This includes **machinery** leased to **you**, or **your relatives** if **you** are a person, under a written agreement.

394 Perils insured against with respect to Coverage E:

395 Subject to all other terms of the policy:

- 396 1. **Livestock** are covered for Level One Protection, plus the following:
 397 a. Electrocution of **livestock** from artificially generated electrical current.
 398 b. Collision, Upset, and Overturn of a **motor vehicle** or **machinery**.
- 399 2. **Machinery** is covered for Level Three Protection, subject to the following limitations: Collision, Upset and Overturn are not
 400 covered perils unless Option E-2 is shown on the Information Page(s); Farm-related business inventory, which is inventory held
 401 for resale by the business shown with Option M on the Information Page(s) and which is **individually identified**, is covered for
 402 Level Two Protection; and Tires are covered only for:
 403 a. fire, wind, theft, vandalism and malicious mischief; and
 404 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
 405 peril otherwise covered by the policy.
- 406 3. **Grain and Feed** are covered for Level Three Protection.

407 **LIMITATIONS ON CERTAIN FARM PERSONAL PROPERTY**

408
 409
 410 The following limitations are not applicable to **individually identified** property. When covered on a **blanket** basis, **we** will not pay
 411 more than:

- 412 1. \$5,000 per head of cattle; \$2,000 per head of cattle under one year old including embryos at the time of loss.
 413 2. \$2,000 per head for horses; \$1,000 per head for horses under one year old including embryos at the time of loss.
 414 3. \$1,000 per head on all other **livestock**, including embryos.
 415 4. \$500 per portable structure.
 416 5. \$2,000 on farm records, including cost of their reproduction.
 417 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
 418 feet of clear space.
 419 7. \$5,000 per **occurrence** for cotton, whether in pickers, bales, wagons, trailers, or modules.

420 **PROPERTY NOT COVERED**

421
 422
 423 **We** do not cover with respect to Coverage E:

- 424 1. **Livestock** while:
 425 a. In transit by common carrier or carrier for hire.
 426 b. In a slaughter house, packing plant, public yard, public sale barn, or public sale yard.
- 427 2. **Machinery**:
 428 a. While beyond a 100-mile radius of the **insured premises** when used in **custom farming**.
 429 b. While being used in any **business**, tractor pull, race, contest or competition. Parades are not considered a contest or
 430 competitive event. This exclusion does not apply to **your** business personal property while being used in a business shown
 431 within Option M on the Information Page(s) or in **your farming** operation at the time of the loss.
 432 c. Attached to structures or land, including equipment attached to poultry houses, hog confinement, nursery or farrowing
 433 houses, or dairy barns. When **we** have irrigation equipment insured, **we** do cover all of its components including those
 434 attached to the land or any permanent structure. **We** do not cover wells, well casing, seals, collars, joints, couplings, or other
 435 parts used with well casings. When **we** have GPS equipment and components, used in **farming**, insured, **we** do cover GPS
 436 equipment and components attached to a tower or other structure. Towers or other structures to which GPS equipment or
 437 components are attached, if insured, must be insured as an Other Structure.

- 438 d. Of the following types: alcohol stills, cotton gin equipment, logging, forestry or sawmill equipment, or quarry equipment.
439 3. **Motor vehicles**, watercraft, or aircraft, including their equipment and supplies, except **utility vehicles (UTV's)** while being used
440 in **your farming** operation or in a business shown with Option M on the Information Page(s) at the time of the loss but only when
441 **individually identified**.
- 442 4. **Grain and Feed**:
- 443 a. While in transit by common carrier or a carrier for hire.
444 b. While stored or being processed in public elevators or warehouses, seed houses, drying plants, and manufacturing plants.
445 c. While in the open, including while in a temporary or makeshift structure; however, **grain and feed** in the open is covered
446 against loss by fire only.
447 d. That is:
- 448 1) under government loan or seal; or
449 2) held for resale; or
450 3) of any type crop or plant not falling under the definition of **grain and feed**;
451 unless **individually identified**.
- 452 5. That property which is specifically excluded in the Coverage E schedule shown on the Information Page(s).
453 6. Motorcycles, motor-tricycles, dune buggies, mini-trucks, mini cars, or **all-terrain vehicles (ATV's)**, whether on or off premises.
454 7. **Farm personal property** specifically or categorically listed in the section entitled "Limitations on Certain Farm Personal Property
455 Coverage" above, except to the extent of the limit stated in that section.
456 8. **Farm personal property** specifically or categorically listed in any option or endorsement to this policy, except to the extent of
457 the limit stated in that option or endorsement.
458 9. Removal and disposal of debris, except as provided in Supplementary Coverages.
459 10. Fire Department charges, except as provided in Supplementary Coverages.
460 11. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.
461 12. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.
462 13. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.
463 14. Any product which has been processed from its original form into another product.

464 SUPPLEMENTARY COVERAGES – SECTION I

- 465 **We** provide the following Supplementary Coverages. None of these provide for any additional dollar amounts above and beyond
466 the Limits shown on the Information Page. Each is subject to the applicable coverage deductible, except where otherwise stated.
- 467 1. Emergency Removal: **We** pay for loss to covered property while removed from the **insured premises** to prevent damage by
468 loss which would be covered by this policy. Such property is covered against sudden, accidental, and direct loss not specifically
469 excluded under this policy, for a period up to thirty (30) days.
- 470 2. Debris Removal: **We** pay reasonable and necessary expense incurred by **you** for the removal of debris of covered property
471 following an insured loss not to exceed an amount equal to 10% of the coverage involved. This coverage does not extend to
472 fees or expenses **you** incur for the tearing off, or tearing out, or other costs associated with the demolition of the remains of
473 covered property.
- 474 3. Fire Department Service Charge: **We** will pay up to \$500 for **your** obligation assumed by contract or agreement for fire
475 department charges incurred to save or protect covered property against sudden, accidental, and direct loss not specifically
476 excluded under this policy. No deductible applies to this coverage.
- 477 4. Trees, Plants, Shrubs, Fences, and Lawn: **We** will pay up to 5% of the Coverage A or C amount, whichever is greater, for
478 sudden, accidental and direct loss to trees, plants, shrubs, fences, and lawn caused by fire, lightning, explosion, riot, civil
479 commotion, vandalism or malicious mischief, theft, aircraft, or vehicles not owned or operated by any **insured**.
- 480 **We** will not pay:
- 481 a. More than \$500 on any one tree, shrub, or plant.
482 b. For trees, shrubs, plants, or sod grown for **business** purposes.
483 c. If the trees, plants, shrubs, fences, and lawn are located more than 250 feet from the **dwelling** on the **insured premises**.
- 484 5. Renters Building Additions and Alterations: This coverage applies only if **you** are not the owner of the residence. **We** will cover
485 fixtures, alterations, installations, or additions that **you** have added to that portion of the residence used exclusively by **you**, and
486 that **you** would be responsible for if there was a covered loss. The most **we** will pay is \$1,000. The same Level of Protection
487 and Settlement and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C.
- 488 6. Condominium Owners Additions and Alterations: **We** will cover, for an amount not greater than \$1,000, unit owner's additions,
489 alterations, fixtures, or installations made to the part of a condominium unit shown on this policy, within the unfinished interior
490 surfaces of the perimeter walls, floors, and ceilings. The same Level of Protection and Settlement and Valuation method apply
491 to this Supplementary Coverage as the Information Page(s) shows for Coverage C on said condominium unit.
- 492 7. Outdoor Antennas: **We** pay up to \$500 per **occurrence** for covered loss caused by a Level One Peril to outdoor radio or TV or
493 satellite antennas, satellite dishes, or similar equipment used to transmit or receive audio or video signals, including their lead-in
494 wiring, accessories, masts, and towers. The same Settlement and Valuation method applies to this Supplementary Coverage as
495 the Information Page(s) shows for Coverage A, or Coverage C, if Coverage A is not listed.
- 496 8. **Business** Property: If coverage C – Personal Property is shown on the Information Page(s) **we** will pay up to \$2,500 per
497 **occurrence** for property used in **business**, or held for resale, but only while the **business** property is on the **insured premises**.
498 The same Level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the Information
499 Page(s) shows for Coverage C.
- 500 9. Refrigerated Food: If Coverage C – Personal Property is shown on the Information Page(s) **we** will pay up to \$500 per
501 **occurrence** for loss of food under refrigeration as a result of power interruption. The same Level of Protection and Settlement
502 and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C. A \$25
503 deductible applies to this Supplementary coverage.
- 504 10. Pools, Hot tubs and Spas: If Coverage C – Personal Property is shown on the Information Page(s) **we** will pay up to \$5,000 per
505 **occurrence** for loss to above-ground pools, hot tubs, and spas, and for the fixtures, equipment, machinery, and decking
506 pertaining to the operation, service, or use of those items. This is the most **we** will pay regardless of the number of items
507 covered. The same Level of Protection and Settlement and Valuation method applies to this Supplementary coverage as the
508 Information Page shows for Coverage C.

- 511 11. If a loss to a **dwelling**, caused by a Peril Insured Against for that **dwelling** under Section I results in **fungi or mold**, other
512 microbes, or rot, **we** will pay for:
- 513 a. Remediation of the **fungi or mold**, other microbes, or rot. This includes payment for the reasonable and necessary cost
514 incurred to :
- 515 (1) Remove the **fungi or mold**, other microbes, or rot from covered property or to repair, restore, or replace that property;
516 and
- 517 (2) Tear out and replace any part of the building as needed to gain access to the **fungi or mold**, other microbes, or rot.
- 518 b. Any reasonable and necessary increase in living expense **you** incur, so that **your** household can maintain its normal
519 standard of living if the **fungi or mold**, other microbes, or rot makes the **dwelling** unfit to live in. **We** do not cover loss or
520 expense due to cancellation of a lease or agreement.
- 521 c. Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence, or level of the **fungi**
522 **or mold**, other microbes, or rot, whether performed prior to, during, or after removal, repair, restoration, or replacement. The
523 cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi or**
524 **mold**, other microbes, or rot.

525 **We** will pay under this additional coverage only if:

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

530 The most **we** will pay under this supplementary coverage is \$5,000 per covered **occurrence**.

- 531 12. Outdoor Equipment: If Coverage B – Other Structures is shown on the Information Page(s) **we** will pay up to \$1000 per covered
532 **occurrence** for permanently installed outdoor equipment on **your insured premises**, not otherwise covered under Coverage A
533 or Coverage B, which provides service to an Other Structure(s) shown on the information page(s) for heating, cooling, supplying
534 water, electricity, or lighting. But, this does not include any equipment which **you** do not own or any equipment which services
535 the **dwelling**. The same level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the
536 Information Page(s) shows for the Other Structure the equipment services. If the equipment services more than one Other
537 Structure, the highest level of coverage applies.

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

542 This is not additional insurance and does not increase the amount of insurance that applies to the damaged property.

544 SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E ONLY

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

- 550 1. Borrowed **Machinery**: **We** cover **machinery** which **you** or any **insured** borrows or rents for use in the operation of **your** farm.
551 This does not include **machinery** used for **business** purposes or **custom farming**. The most **we** will pay is 50% of the total
552 amount of insurance for Coverage E or \$25,000, whichever is less. **We** will not pay for any borrowed machinery in which any
553 **insured** has an ownership, lease, or lienholder interest. This coverage is excess over any other insurance available to the
554 owner of the borrowed **machinery**.
- 555 2. Co-Insurance Waiver for Newly Purchased **Machinery**: When the policy includes **machinery** on a **blanket** basis, **we** also cover
556 newly purchased **machinery**. Within Thirty (30) days of the purchase date, **we** will use only the **market value** of the new
557 **machinery** which exceeds \$50,000 in determining the co-insurance requirement for any covered loss. After the thirty (30) days
558 has expired, the full **market value** will be used.
- 559 3. Farm Extra Expense: **We** will pay up to \$3,000 per **occurrence** to cover reasonable extra expense actually incurred by the
560 **insured** to continue **your** normal **farming** operations which are interrupted because of a covered loss. The co-insurance
561 requirement does not apply to this coverage.
- 562 4. Power Interruption: **We** will pay up to \$2,000 per **occurrence** for loss to frozen semen and embryos, to refrigerated bulk milk,
563 and to refrigerated **farm products** covered by this policy when the loss is the result of power outage, including leakage of
564 cooling agent, causing heating or cooling failure. This does not include loss resulting from accidental disconnection of an
565 electrical cord, negligence in the operation of any **machinery**, or failure to make a reasonable attempt to reduce the loss.

567 PERILS INSURED AGAINST – SECTION I

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

571 LEVEL ONE PROTECTION

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

- 576 1. Fire.

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

- 578 a. to property on the **insured premises** if the **dwelling** at the premises where the vandalism or malicious mischief occurs
579 has been vacant or unoccupied for more than sixty (60) consecutive days immediately before the loss. For the purpose of
580 this peril, a **dwelling** under construction is not considered vacant or unoccupied.
- 581 b. if committed by a tenant of the **dwelling**.

582 Fires including, but not limited to, those resulting from arson or from an incendiary origin will be considered vandalism or
583 malicious mischief under both a. and b. above.

- 584 2. Lightning.
585 3. Windstorm or hail.
586 This peril does not include loss to the inside of a **dwelling** or other structure or property contained in a **dwelling** or other
587 structure caused by rain, water, snow, sleet, sand, or dust unless the direct force of wind or hail damages the **dwelling** or other
588 structure causing an opening in a roof or wall and the rain, water, snow, sleet, sand, or dust enters through this opening.
589 4. Explosion.
590 5. Riot or civil commotion.
591 6. Aircraft, including self-propelled missiles and spacecraft.
592 7. Vehicles.
593 This peril does not include loss caused by a vehicle owned or operated by any **insured** or a resident of the **insured premises**.
594 8. Smoke means sudden, accidental, and direct damage from smoke.
595 This peril does not include loss caused by smoke from any solid fuel burning device or from agricultural or industrial operations.
596 Sudden and accidental smoke or soot that escapes from household appliances, fire places, or non-solid fuel heating systems is
597 included in this peril.
598 9. Vandalism or malicious mischief.
599 This peril does not include:
600 a. loss to property on the **insured premises** if the **dwelling** at the premises where the vandalism or malicious mischief occurs
601 has been vacant or unoccupied for more than sixty (60) consecutive days immediately before the loss. For the purpose of
602 this peril, a **dwelling** under construction is not considered vacant or unoccupied.
603 b. loss committed by a tenant of the **dwelling**.
604 10. Theft.
605 11. Breakage of glass or safety glazing material which is part of a **dwelling** or other structure, storm door, or storm window.
606 This peril does not include loss on the **insured premises** if the **dwelling** has been vacant or unoccupied for more than sixty (60)
607 consecutive days immediately before the loss. For the purpose of this peril, a **dwelling** under construction is not considered
608 vacant or unoccupied.
609

LEVEL TWO PROTECTION

- 610
611
612 If **you** have Level Two Protection shown on the Information Page, **we** provide the coverage set forth under Level One Protection
613 above, and **we** also cover sudden, accidental and direct loss caused by the following additional perils, subject to the limitations
614 included within the perils listed below and the General Exclusions - Applicable to all Levels of Protection, and all other terms of this
615 policy:
616
617 12. Falling objects. This peril does not include loss to the inside of a **dwelling** or other structure or property contained in the
618 **dwelling** or other structure unless the roof or an outside wall of such **dwelling** or other structure is first damaged by a falling
619 object. Damage to the falling object itself is not covered.
620 13. Weight of ice, snow, or sleet, which causes damage to a **dwelling** or other structure or property contained in the **dwelling** or
621 other structure. This peril does not include loss to an awning, fence, patio, pavement, sidewalk, driveway, swimming pool,
622 foundation, retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock or a carport not
623 attached to the **dwelling**.
624 14. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective
625 sprinkler system, or from within a household appliance. If the loss is not otherwise excluded, **we** will also pay for tearing out and
626 replacing any part of a covered building on the **insured premises** necessary to repair the system or appliance from which the
627 water or steam escaped. This peril does not include loss:
628 a. To a **dwelling** or other structure caused by continuous or repeated seepage or leakage of water or steam from a :
629 (1) Heating, air conditioning, or automatic fire protective sprinkler system;
630 (2) Household appliance; or
631 (3) Plumbing system, including from, within or around any shower stall, shower bath, tub installation, hot tub, spa, whirlpool,
632 or other plumbing fixture, including their walls, ceiling, or floors which occurs over a period of time and results in
633 deterioration, corrosion, rust, **fungi or mold**, or wet or dry rot.
634 b. On the **insured premises** if the **dwelling** at the premises where the loss occurs has been vacant for more than sixty (60)
635 consecutive days immediately before the loss. For the purposes of this peril only, a **dwelling** under construction is not
636 considered vacant.
637 c. To the system or appliance from which the water or steam escaped.
638 d. Caused by or resulting from freezing, except as provided in peril number 16.
639 e. On the **insured premises** caused by accidental discharge or overflow which occurs off the **insured premises**.
640 f. Caused by backup of any sewer or drain.
641 15. Sudden, accidental, and direct tearing apart, cracking, burning, or bulging of a steam or water heating system, an air
642 conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss
643 caused by or resulting from freezing except as provided in peril number 16.
644 16. Freezing of a plumbing, heating or air conditioning system, automatic fire protective sprinkler system, or a household appliance.
645 This peril does not include loss while the **dwelling** or other structure at the premises where the loss occurs is vacant,
646 unoccupied, or under construction unless:
647 a. Heat has been maintained in the **dwelling** or other structure where the loss occurs; or
648 b. The liquid supply has been shut off and all liquid drained from the system and appliances in such **dwelling** or other structure.
649 17. Sudden, accidental, and direct damage from artificially generated electrical current.
650 18. Collapse. **We** will cover loss or damage to covered property caused by the collapse of a **dwelling** or other structure at the
651 **insured premises**. Collapse means the abrupt falling down or caving in of a building or part of a building with the result that the
652 building or part of the building cannot be occupied or used for its current intended purpose. A building or any part of a building
653 that is in danger of falling down or caving in is not considered to be in a state of collapse. A part of a building that is standing is
654 not considered to be in a state of collapse even if it has separated from another part of the building. A building or any part of a
655 building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging,
bending, leaning, settling, shrinkage or expansion. This peril does not include damage to any of the following unless the

657 damage is the direct result of the **dwelling** or other structure collapse: retaining walls, foundation walls, decorative walls,
658 landscape walls, free-standing walls, swimming pools, piers, wharves, docks, patios, walks, roadways and other paved surfaces,
659 or awnings or yard fixtures. Nor does it include damage caused by settling, cracking, bulging, shrinking, or expansion of
660 pavement, foundation, wall, floor, roof, or ceiling unless the damage is the direct result of the **dwelling** or other structure
661 collapse.
662

663 LEVEL THREE PROTECTION

664
665 **We** cover all sudden, accidental, and direct loss to property insured under Level Three Protection as shown on the Information
666 Page(s). This protection is subject to the General Exclusions - Applicable to all Levels of Protection, and all other terms of this
667 policy.
668

669 GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION

670
671 **We** will not pay for loss or damage whether sudden or gradual, that is directly or indirectly caused by, arising out of, contributed to,
672 or aggravated by any of the following causes of loss. Such loss or damage is excluded regardless of any other causes or events
673 that contribute concurrently or in any other sequence to the loss.

- 674 1. Wear and tear.
- 675 2. Marring or scratching.
- 676 3. Deterioration.
- 677 4. Inherent vice.
- 678 5. Latent or inherent defect.
- 679 6. Mechanical or electrical breakdown or lack of lubrication.
- 680 7. Rust or corrosion.
- 681 8. **Fungi or mold**, except as provide in Supplementary Coverages.
- 682 9. Wet or dry rot.
- 683 10. Contamination.
- 684 11. **Pollution**.
685 However, this exclusion does not apply to sudden and accidental smoke or soot that escapes from household appliances, fire
686 places or non-solid fuel heating systems.
- 687 12. Smog.
- 688 13. Smoke from agricultural or industrial operations.
- 689 14. Settling, cracking, shrinkage, bulging, sagging, leaning, or expansion of pavement, walks, patios, foundations, walls, floors,
690 ceilings, chimneys, fences, retaining walls, decorative walls, landscape walls, free-standing walls, decks, driveways, carports, or
691 swimming pools.
- 692 15. Birds, vermin, rodents, insects, or domestic or wild animals.
- 693 16. Vandalism or malicious mischief or breakage of glass and safety glazing:
 - 694 a. If the **dwelling** at the premises where the loss occurs has been vacant or unoccupied for more than sixty (60) consecutive
695 days immediately preceding the loss. For the purpose of vandalism or malicious mischief or breakage of glass and safety
696 glazing only, a **dwelling** or other structure under construction is not considered vacant.
 - 697 b. If committed by a tenant of the **dwelling**.
- 698 17. Loss:
 - 699 a. To a **dwelling** or other structure caused by continuous or repeated seepage or leakage of water or steam from a:
 - 700 (1) Heating, air conditioning or automatic fire protective sprinkler system; or
 - 701 (2) Household appliance; or
 - 702 (3) Plumbing system, including from, within, or around any shower stall, shower bath, tub installation, hot tub, spa,
703 whirlpool, or other plumbing fixture, including their walls, ceilings, or floors which occurs over a period of time and
704 results in deterioration, rust, **fungi or mold**, or wet or dry rot.
 - 705 b. To the system or appliance from which water or steam escapes.
 - 706 c. On the **insured premises** caused by accidental discharge or overflow of water which occurs off the **insured premises**.
 - 707 d. Caused by backup of any sewer or drain.
- 708 18. Freezing of a plumbing, heating or air-conditioning system, automatic fire sprinkler system, or household appliances including
709 but not limited to hot tubs, spas, or whirlpools, or by discharge, leakage, or overflow from the system or appliance, while the
710 **dwelling** or other structure at the premises where the loss occurs is vacant or unoccupied unless:
 - 711 a. Heat has been maintained in the **dwelling** or other structure where the loss occurs; or
 - 712 b. The liquid supply has been shut off and all liquid drained from the system and domestic appliances in such **dwelling** or other
713 structure.
- 714 19. a. Freezing, thawing, or pressure of water, ice, sleet, or snow whether driven by wind or not, to pavement, patios, foundations,
715 walls, retaining walls, decorative walls, landscape walls, free-standing walls, floors, ceilings, chimneys, fences, decks,
716 sidewalks, driveways, carports, or swimming pools, bulkheads, piers, wharfs, or docks;
717 b. Weight of water, ice, sleet, or snow to an awning, fence, patio, pavement, sidewalk, driveway, swimming pool, foundation,
718 retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock, or a carport not attached to the
719 **dwelling**.
- 720 20. Ordinance or law, meaning enforcement of any ordinance or law regulating the construction, maintenance, repair, or demolition
721 of a **dwelling** or other structure, unless specifically provided under this policy. **We** will cover loss caused by actions of civil
722 authorities to prevent the spread of a fire caused by an insured peril or with respect to glass replacement with safety glazing
723 when required by law. **We** do not cover under Coverage E – Farm Personal Property seizure of, destruction of, damage to, or
724 quarantine of any **farm personal property** by any government, public, or local authority.
- 725 21. Earthquake, including land shock waves or tremors before, during, or after an earthquake. However, **we** do cover direct
726 physical loss by fire resulting from earthquake.
- 727 22. Earth movement, including but not limited to sinking, rising, shifting, expanding, contracting, settling, subsidence, collapse, and
728 bulging, whether caused naturally or manmade. However, **we** do cover direct physical loss by fire resulting from earth
729 movement.

- 730 23. Water damage, meaning:
- 731 a. Flood, waves, tidal water, overflow of a body of water, or surface water from any cause. **We** do not cover spray from any of
- 732 these, whether or not driven by wind.
- 733 b. Water or sewage from any source which backs up through sewers or drains, or which overflows from a sump.
- 734 c. Regardless of its source, water below the surface of the ground.
- 735 This includes, but is not limited to, water which exerts pressure on, flows, seeps, or leaks through any part of any **dwelling**,
- 736 building or other structure, or any foundation, wall, floor, ceiling, sidewalk or walk, driveway, patio, swimming pool, retaining wall,
- 737 decorative wall, landscape wall, free-standing wall, or any other part of **your** property.
- 738 24. Power interruption, meaning the interruption of power or other utility service, if the interruption takes place away from the
- 739 **insured premises**. This does not apply to supplementary coverage applicable to Coverage E – Farm Personal Property. If a
- 740 peril insured against occurs on the **insured premises**, **we** will pay only for loss caused by that peril.
- 741 25. Neglect of any **insured** to use all reasonable means to protect covered property at and after the time of loss or when property is
- 742 threatened by an insured peril. For the purposes of this exclusion, when the **dwelling** described on the Information Page(s) is
- 743 owner occupied, **insured** also means any person related to an **insured** by blood, marriage, or adoption, or any ward or foster
- 744 child, living anywhere in the **dwelling** described on the Information Page(s), whether or not they are paying rent, lease
- 745 payments or other consideration.
- 746 26. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or discharge of a nuclear weapon or device, even if
- 747 accidental.
- 748 27. Nuclear hazard, meaning nuclear reaction, radiation, radioactive contamination, or any consequence of any of these. Loss
- 749 caused by nuclear action is not considered loss by perils of Fire, Explosion, or Smoke. Sudden, accidental, and direct loss by
- 750 fire resulting from nuclear action is covered.
- 751 28. Intentional losses, meaning any loss or damage that is intentionally caused by, at the direction of, or with the permission of, any
- 752 **insured** or any of **your** partners, members, managers, officers, directors, shareholders, executors, administrators, or trustees if
- 753 **you** are an entity other than a person, whether such persons are sane or insane, unless payment of any such loss is otherwise
- 754 mandated under 375.1312 RSMO regarding a claim of any innocent coinsured. Payment of any loss required by law shall be
- 755 limited to the amount mandated by 375.1312 RSMO. For the purposes of this exclusion, when the **dwelling** described on the
- 756 Information Page(s) is owner occupied, **insured** also means any person related to an **insured** by blood, marriage, or adoption,
- 757 or any ward or foster child, living anywhere in the **dwelling** described on the Information Page(s), whether or not they are paying
- 758 rent, lease payments or other consideration.
- 759 29. Theft:
- 760 a. When committed by, at the direction of, or with the permission of:
- 761 (1) any **insured**, the husband, wife, child, or **relative** of any **insured**;
- 762 (2) any of **your** partners, members, managers, officers, directors, shareholders, executors, administrators, or trustees, if
- 763 **you** are an entity other than a person; or
- 764 (3) any **farm employee** or any resident of the **insured premises**.
- 765 This exclusion 29.a. shall not apply to an **insured** who did not cooperate in or contribute to the creation of the loss and the
- 766 loss arose out of a pattern of domestic violence, provided that said **insured** files a police report and completes a sworn
- 767 affidavit for **us** that indicates both the cause of the loss and a pledge to cooperate in the criminal prosecution of the person
- 768 committing the act causing the loss.
- 769 b. Of tools, unattached materials, or unattached supplies for use in the construction, repair, addition, remodel, renovation, or
- 770 rehabilitation of any **dwelling**, building or building component, or other structure while such tools, materials or supplies are
- 771 located away from **your residence premises**.
- 772 c. From that part of an **insured premises** rented from any **insured** to other than any **insured**.
- 773 d. When it occurs off the **insured premises** of :
- 774 (1) Property while at any building owned, rented or occupied by any **insured**, except while **you** or **your relative** is
- 775 temporarily living there. Property of **you** or **your relative** when a student is covered while at a residence away from the
- 776 **insured premises** if such student has been there at any time during the forty-five (45) days immediately before the loss.
- 777 (2) Watercraft and its furnishings, equipment, and outboard motors.
- 778 (3) Trailers and campers of any type, including their parts and supplies whether attached or not.
- 779 e. Disclosed at the time of taking inventory.
- 780 f. Due to wrongful conversion, misappropriation of assets, or embezzlement.
- 781 30. Escape or mysterious disappearance.
- 782 31. The action, lack of action, decision or lack of decision, of any person, group, organization, or government body.
- 783 32. The conduct of any person, group, organization, or government body, regardless of whether the conduct is negligent, wrongful,
- 784 intentional, or without fault.
- 785 33. Defect, weakness, inadequacy, fault, or unsoundness in:
- 786 a. Planning, zoning, development, surveying, setting.
- 787 b. Design, specifications, workmanship, construction, grading, compaction.
- 788 c. Materials used in construction or repair.
- 789 d. Maintenance of any property (including land, structures, or improvements of any kind) whether on or off the **insured**
- 790 **premises**.
- 791 34. Illegal, criminal, or dishonest acts or activities by, at the direction of, or with the permission of:
- 792 a. any **insured** or the husband, wife, child or **relative** of any **insured**; or
- 793 b. any of **your** members, partners, managers, officers, directors, shareholders, executors, administrators, or trustees, if **you** are
- 794 an entity other than a person.
- 795 For the purposes of this exclusion, when the **dwelling** described on the Information Page(s) is owner occupied, **insured** also
- 796 means any person related to an **insured** by blood, marriage, or adoption, or any ward or foster child, living anywhere in the
- 797 **dwelling** described on the Information Page(s), whether or not they are paying rent, lease payments or other consideration.
- 798 35. Any act or activity or change in hazard that materially increases the risk.
- 799 36. **Machinery** colliding with the ground or rocks on the ground, or objects entering **machinery** whether or not this policy includes
- 800 Option E-2. However, this exclusion does not apply to mobile GPS equipment while not attached to other **machinery** if Option
- 801 E-2 is shown on the Information Page(s), and this exclusion does not apply to glass breakage.

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

805 CONDITIONS – SECTION I

806 1. WHAT THE INSURED SHALL DO IN CASE OF LOSS

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

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

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

- 837 f. Not dispose of any damaged property until **we** authorize disposal of it. The damaged property must be exhibited to **us** or **our** representative, as often as may be reasonably required, and **we** must be permitted to take samples of the property.
- 839 g. At **our** request, submit to examinations under oath as often as reasonably required, while not in the presence of any other **insured**, and sign the transcript of the examinations. This applies to any and all **insureds**.
- 841 h. Produce for examination, with permission to copy, all information contained in any writings or other magnetic, recording, or storage media which **we** deem material to **our** investigation. If any such information is not in the **insured's** possession, custody, or control, the **insured** must authorize **us** to obtain the information.
- 843 i. Produce receipts or records for any items or expenses claimed.
- 844 j. Cooperate with **us** in determining the cause and amount of loss.
- 845 k. Provide a detailed inventory of all **farm personal property** not **individually identified** or shown as excluded on the Information Page(s).

847 2. SETTLEMENT AND VALUATION

848 a. If the Information Page(s) states that Actual Cash Value applies, then the most **we** will pay will be the lesser of:

- 850 (1) The difference in **market value** before and after the loss;
- 851 (2) Replacement Cost of damaged or stolen property less depreciation;
- 852 (3) The limit of liability which pertains to the coverage;
- 853 (4) The amount of the **insured's** insurable interest in the property; or
- 854 (5) Any applicable coverage limitation on the property as set forth in this policy.

855 b. If the Information Page(s) states that Replacement Cost applies, then, until **you** complete repair or replacement of the damaged or stolen property, the most **we** will pay will be the lesser of:

- 856 (1) The difference in **market value** before and after the loss;
- 857 (2) Replacement Cost of damaged or stolen property less depreciation;
- 858 (3) The limit of liability which pertains to the coverage;
- 859 (4) The amount of the **insured's** insurable interest in the property; or
- 860 (5) Any applicable coverage limitation on the property as set forth in this policy.

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

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

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

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

874 d. Under any valuation above, **we** do not pay for any increase in loss or expense due to any ordinance, code, or law requiring
875 or regulating the construction, repair, replacement or demolition of a **dwelling** or other structure.

876 e. Under any valuation method, the cost to repair or replace is determined by **us**, based on **our** knowledge of the prices
877 charged by repair or replacement facilities. To aid **us** in determining the cost to repair or replace, **we** may utilize any one or
878 more of the data bases, appraisal tools, and other methods commonly used in the insurance industry to determine the prices
879 charged by repair or replacement facilities.

880 f. In determining **market value**, **we** will not pay more than \$2,500 in total for value derived from age, history, or rarity. There is
881 no coverage for sentimental value. This \$2,500 amount will be the aggregate limit per **occurrence** regardless of the number
882 of items damaged or stolen.

883 g. Replacement Cost coverage will not apply to property not maintained in good or workable condition or which because of its
884 age or condition has become outdated or obsolete, property no longer available or unusable for its originally intended
885 purpose, or property for which parts are no longer available.

886 h. Replacement Cost will not apply to **all-terrain vehicles (ATV's)** and **utility vehicles (UTV's)**.

887 i. In respect to Replacement Cost claims for personal property, notwithstanding any of the above referenced provisions, **we** will
888 pay no more than four hundred percent (400%) of the original cost of any item.

889 j. In respect to a loss of, or damage to, a pair or set, **we** may repair or replace any part of the pair or set to restore it to its value
890 before the covered loss, or **we** may pay the difference between the **market value** of the property before and after the
891 covered loss.

892 k. With respect to a loss to a **dwelling** or other structure under construction, the amount on the Information Page(s) will be
893 reduced to equal the amount actually spent on such **dwelling** or other structure at the time of loss.

894 l. The following co-insurance requirement applies to Coverage E only:
895 **You** must maintain insurance on all covered property for at least 80% of the total **market value** of all covered property. If
896 **you** do not maintain the 80% requirement, **we** will pay the percentage of loss produced by dividing the amount of insurance
897 carried by the amount **you** should have carried.
898 If a covered loss occurs, **we** will use the following in determining the amount of insurance **you** should have carried:
899 a. Regarding **individually identified** property:
900 (1) The co-insurance requirement will be calculated individually for each item damaged or destroyed.
901 (2) **We** will not pay more than the **market value** of **individually identified** property.
902 b. Regarding **blanket** property:
903 (1) The total insurance amount for all **blanket** property will be determined by subtracting the total amount of insurance
904 for **individually identified** property from the total amount of insurance for Coverage E.
905 (2) The **market value** of all **blanket** property will be determined.
906 However, property subject to the Limitation on Certain Farm Personal Property will not be valued in excess of the stated limit;
907 property which is excluded will not be included in the inventory; and property covered by other insurance will be based upon
908 its **market value** minus the other insurance payable amount.

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

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

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

928 6. SALVAGE
929 If **we** pay the full **market value** minus any applicable deductible, of an item, pair or set, or pay to replace a part of an item, **we**
930 may, at **our** option, take title and possession of that item, pair, set, or part, and retain any proceeds from the sale thereof. If **we**
931 do not pay the full **market value** minus any applicable deductible, **we** will share in the proceeds from any sale of the item(s) on a
932 pro-rata basis, based on the percentage **our** payment bears to the full **market value** minus any applicable deductible.

933 7. **OUR** PAYMENT OF LOSS
934 **We** will adjust any covered loss with **you** and pay **you** unless another payee is named in the policy. If there is coverage under
935 this policy, **we** will pay **you** within 30 days after **you** comply with all the terms and conditions of this policy and the amount of
936 loss is finally determined by:
937 a. Agreement between **you** and **us**; or
938 b. A court judgment.

939 8. MORTGAGEE
940 Covered loss on the **dwelling** will be payable to any mortgagee named on the Information Page(s), in accordance with the
941 mortgagee loss valuation clause herein. Mortgagee includes a trustee under a deed of trust or a seller under a contract for deed
942 if shown on the Information Page.
943 **Our** Duties
944 **We** will:
945 a. Protect the mortgagee's interest subject to the same terms, exclusions, and conditions that apply to **you** including, but
946 not limited to, statements, representations or warranties in the application for insurance or other documents, except that

- 947 the mortgagee's interest will still be protected if the loss is caused by any **insured's** intentional act designed to cause a
948 loss.
- 949 b. Protect the mortgagee's interest as set forth in a., above, except that if the mortgagee has foreclosed, the mortgagee's
950 interest will be reduced to the same extent that the mortgage debt has been reduced by the proceeds from the
951 foreclosure sale, and said reduction will apply regardless of whether the foreclosure sale occurs before or after the loss.
- 952 c. Give the mortgagee ten (10) days notice before canceling this policy.

953 **Mortgagee's Duties**

954 The mortgagee shall:

- 955 a. Furnish proof of loss within sixty (60) days of **our** request, providing the information **we** request.
- 956 b. Submit to an examination under oath if requested and sign the transcript.
- 957 c. Provide the note, deed of trust, mortgage, loan file and all written information concerning the loan upon **our** request.
- 958 d. Pay upon demand any premium due if the **insured** fails to do so.
- 959 e. Immediately inform **us** in writing of any change of ownership or occupancy or any increase in hazard of which the
960 mortgagee has knowledge. Failure to notify **us** will result in a forfeiture of coverage.
- 961 f. Give **us** the right of recovery against any party liable for loss; but giving **us** this right will not impair the right of the
962 mortgagee to recover the full amount of the mortgagee's claim.

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

964 **Mortgagee Loss Valuation:**

965 If **we** refuse payment to the **you** on a loss otherwise payable to the Mortgagee, **we** will pay the mortgagee the lesser of the
966 following amounts:

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

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

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

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

980 **9. NO BENEFIT TO BAILEE**

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

982 **10. OTHER INSURANCE**

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

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

988 **11. LOSS PAYEE**

989 When a Loss Payee is listed in the Schedule of Additional Interests section of the Information Page(s), this policy will provide
990 coverage to the person or entity shown with the Loss Payee and for the property shown with the Loss Payee on the Information
991 Page(s). Payment for a covered loss will not exceed the insurable interest of the person or entity shown. All definitions, duties,
992 exclusions, limitations, conditions and general provisions of the policy apply. A Loss Payee listed in the Schedule of Additional
993 Interests section of the Information Page(s) does not increase the Amount of Insurance for any Coverage, Option or
994 Endorsement.

995
996 **LIABILITY COVERAGES – SECTION II**

997
998 This coverage applies only if Section II Coverage F – Personal Liability and Coverage G – Medical Payments to Others is shown on
999 the Information Page(s) and a premium is listed for Personal Liability and Medical Payments to Others.

1000
1001 **COVERAGE F – PERSONAL LIABILITY**

1002
1003 If claim is made or suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an
1004 **occurrence** to which this policy applies, **we** will:

- 1005 1. Pay up to **our** limit of liability for covered damages for which the **insured** is legally liable. Any pre-judgment interest is included
1006 within the limit of liability. Any post-judgment interest is included within the limit of liability, unless **we** chose to appeal any
1007 judgment.
- 1008 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may investigate and settle any claim or suit that **we** decide is
1009 appropriate. **Our** obligation to settle or defend ends when the sum of all payments made by **us** either by settlement, satisfaction
1010 of judgment or interpleader equal to **our** limit of liability for Coverage F shown on the Information Page.

1011 This insurance only provides coverage for an **occurrence**.

1012
1013 **COVERAGE G – MEDICAL PAYMENTS TO OTHERS**

1014
1015 **We** will pay the reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any
1016 governmental program, including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in
1017 payment of the bills, liens, judgments or claims for such medical expenses, whichever is less, for **bodily injury** caused by accident,
1018 for services furnished within three years of the date of the accident. These expenses are for necessary medical, surgical, X-ray,

- 1019 dental, ambulance, hospital, professional nursing, and funeral services, eyeglasses, hearing aids, and prosthetic devices. The
1020 **bodily injury** must be discovered and treatment commenced within one year of the date of the accident.
1021 Reasonable medical expenses do not include expenses:
1022 1. For treatment, services, products or procedures that are:
1023 a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
1024 b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for
1025 the treatment of the **bodily injury**; or
1026 2. Incurred for:
1027 a. The use of thermography or other related procedures of a similar nature; or
1028 b. The use of acupuncture or other related procedures of a similar nature; or
1029 c. The purchase or rental of equipment not primarily designed to serve a medical purpose; or
1030 d. Massage therapy.

1031 **We** have the right to engage reviewers, consultants, and data providers in formulating **our** judgment as to whether the charges are
1032 reasonable and necessary charges for the **bodily injury** sustained. The determination of whether charges are reasonable and
1033 necessary charges may be made after receipt of the goods and services for which the charges are made. The fact that a licensed
1034 health care provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges
1035 made for them are reasonable and necessary charges. **We** have the sole discretion in the determination of whether charges are
1036 reasonable or necessary.
1037

1038 Coverage G – Medical Payments to Others applies to a person, other than an **insured**, when the person sustains a **bodily injury**:

- 1039 1. On an **insured premises** with the permission of any **insured**, or
1040 2. Elsewhere, if the **bodily injury**:
1041 a. Arises out of a condition on the **insured premises**;
1042 b. Is caused by the activities of **you**, or **your relatives** if **you** are a person;
1043 c. Is caused by a **residence employee** in the course of employment by **you**, or **your relatives** if **you** are a person; or
1044 d. Is caused by an animal other than **livestock** owned by or in the care of **you**, or **your relatives** if **you** are a person.

1045 Coverage G – Medical Payments to Others also applies to:

- 1046 1. **Farm employees** if the Information Page(s) shows Option L – Farm Liability Coverage;
1047 2. Those persons listed on the Information Page(s) under OPTION N – Named Person Medical Payments.
1048

1049 **We** may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of
1050 liability by **us** or any **insured**.

1051 Any individual who makes a claim under this coverage must, as a condition of payment:

- 1052 1. Authorize **us** to obtain any records which may be relevant to the claim or which may reasonably be expected to aid **our**
1053 investigators in determining the facts relevant to the claim;
1054 2. Answer, under oath as often as **we** may reasonably require, any questions posed by **us**, out of the presence of any other
1055 individual, and sign a written transcript of such questions and answers;
1056 3. Submit to physical examinations, at **our** expense, by doctors **we** select as often as **we** may reasonably require; and
1057 4. Authorize **us** to obtain medical records which are material to the claim, including prior medical records.

1058 Any payment made under this coverage shall be set-off against any judgment obtained against any **insured**.
1059

1060 ADDITIONAL COVERAGE

1061
1062 Except where specifically stated otherwise in the Additional Coverages below, the amount provided within them is an amount in
1063 addition to **your** Coverage F limit.

1064 1. SETTLEMENT EXPENSES

1065 **We** will pay:

- 1066 a. All costs **we** incur in the settlement of a claim or defense of a suit.
1067 b. Premiums on bonds required in a suit **we** defend. But, **we** will not pay the premium for the portion of a bond amount that is
1068 greater than **our** limit of liability. Notwithstanding a. above, **we** have no obligation to apply for or furnish bonds.
1069 c. Loss of earnings up to \$100 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or suit.
1070 d. Other reasonable expenses incurred at **our** request.

1071 2. FIRST AID EXPENSES

1072 **We** will pay up to \$1,000 per **occurrence** for **bodily injury** for expenses for immediate medical and surgical treatment **we** deem
1073 reasonable and necessary for other persons at the time of the accident. **We** will pay only expenses which any **insured** incurs for
1074 treatment of **bodily injury** covered by the policy.
1075

1076 SUPPLEMENTARY COVERAGES – SECTION II

1077
1078 1. **We** provide the following Supplementary Coverages. These coverages are not in addition to the limit of liability for Coverage F
1079 and do not increase **our** total limit of liability. No more than one limit of Coverage F liability shown on **your** Information Page will
1080 apply to all covered losses from one **occurrence**.

1081 a. LIMITED POLLUTION COVERAGE

1082 **Our** limit of liability for **bodily injury** and **property damage** consisting of, arising from or out of, contributed to, aggravated by,
1083 or resulting from, **pollution**, whether directly or indirectly, will not exceed \$25,000 for any one **occurrence**, and no more than
1084 \$50,000 for all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

1085 b. DAMAGE TO PROPERTY OF OTHERS

1086 **We** will pay up to \$1,000 per **occurrence** for **property damage** to property owned by others caused by any **insured**
1087 regardless of fault. But, **we** will not pay for **property damage**:

- 1088 (1) Caused intentionally by any **insured** who has attained the age of 13.
1089 (2) To property owned by, or rented or leased to, any **insured**, a tenant of any **insured**, or a resident of any **insured's**
1090 household.
1091 (3) Arising out of:

- 1092 i. An act or omission in connection with any premises other than the **insured premises**;
- 1093 ii. **Business** pursuits; or
- 1094 iii. Ownership, maintenance, or use of a **motor vehicle**, trailer, watercraft, or aircraft, except small lightweight model
- 1095 airplanes used for recreation purposes and not used or designed for:
- 1096 a) transporting cargo or persons; or
- 1097 b) **business** or farming purposes.
- 1098 (4) To property insured under Section I of this policy.
- 1099 (5) Otherwise covered under Coverage F – Personal Liability.
- 1100 **We will not pay more than the smallest of the following amounts for any one occurrence:**
- 1101 i. The **market value** of the property at the time of the loss;
- 1102 ii. The repair cost; or
- 1103 iii. \$1,000.
- 1104 This is not an amount in addition to **your** Coverage F limit.

EXCLUSIONS – SECTION II

1108 Under Coverage F – Personal Liability, Coverage G – Medical Payment To Others, and under any other Option or endorsement
 1109 shown on the Information Page(s) that provides coverage under Section II unless it specifically states otherwise in the pertinent
 1110 Option or endorsement, **we** do not cover:

- 1111 1. **Bodily injury or property damage** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy,
 1112 negligent entrustment, or negligent supervision of :
 1113 a. Aircraft. **We** do cover small lightweight model airplanes used for recreation purposes and not used or designed for:
 1114 (1) transporting cargo or persons; or
 1115 (2) **business** or farming purposes.
 1116 b. A **motor vehicle**. **We** do provide coverage if the **motor vehicle** is not subject to motor vehicle registration and it is:
 1117 (1) Used exclusively on the **insured premises**; or
 1118 (2) Kept in dead storage on the **insured premises**.
 1119 The exceptions to the exclusion under 1. b. (1) & (2) above, do not apply to amphibious type motor vehicles identified in
 1120 item 8. of the **motor vehicle** definition.
 1121 c. Watercraft, unless the watercraft is owned or rented by any **insured** and has an inboard or outboard or inboard-outboard
 1122 motor power of less than 15 horsepower, or is a sailing vessel which is less than 17 feet in length owned or rented by any
 1123 **insured**.
 1124 d. Watercraft powered by water jet pumps, including, but not limited to, jet skis, or wave runners.
- 1125 2. **Bodily injury or property damage** arising out of the rendering or failing to render professional services.
- 1126 3. **Bodily injury or property damage** arising out of **business** pursuits of any **insured**.
- 1127 4. **Bodily injury or property damage** arising out of any premises owned, rented, or controlled by any **insured** which is not an
 1128 **insured premises**. But, **we** will cover **bodily injury** to a **residence employee** not otherwise excluded, arising out of and in the
 1129 course of employment by any **insured** at such premises.
- 1130 5. **Bodily injury or property damage** expected or intended by any **insured** even if the resulting **bodily injury or property**
 1131 **damage** is of a different kind, quality or degree than initially expected or intended, or is sustained by a different person, entity,
 1132 real or personal property, than initially expected or intended.
- 1133 6. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution.
- 1134 7. **Bodily injury or property damage** resulting from false arrest, detention, or imprisonment, eviction, invasion of privacy, wrongful
 1135 entry, libel, slander, defamation, malicious prosecution or any act, or lack of action, that in any manner disparages a person, a
 1136 person's goods, products, or services, or violates a person's right of privacy.
- 1137 8. **Bodily injury or property damage** which arises out of the transmission of a communicable disease, bacteria, virus, fungus, or
 1138 parasite by any **insured**.
- 1139 9. **Bodily injury or property damage** that arises out of the possession, lease, or ownership of any **livestock**, unless Option L –
 1140 Farm Liability or Option Q – Limited Livestock Liability is shown on the Information Page(s).
- 1141 10. **Bodily Injury or property damage** consisting of, arising from or out of, contributed to, aggravated by, or resulting from,
 1142 **pollution**, whether directly or indirectly, except as provided in Section II – Supplementary Coverages. This exclusion includes
 1143 but is not limited to:
 1144 a. The cost of testing, monitoring, abating, mitigating, removing, remediating, containing, treating, detoxifying, neutralizing or
 1145 disposing of any **pollutant or pollution**;
 1146 b. Any supervision, instruction, disclosure, or failures to disclose, recommendations, warnings, or advice given, or that
 1147 allegedly should have been given relative to any **pollutant or pollution** that results in **bodily injury or property damage**;
 1148 c. Any obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make
 1149 payment because of such **bodily injury or property damage**, damages, loss, cost, payment, or expense;
 1150 d. Any claim of nuisance concerning or related to **pollutants or pollution**;
 1151 e. Actual, alleged, constructive or threatened diminution or loss of value of any property from the actual or alleged presence of
 1152 **pollutants or pollution**; and
 1153 f. All costs, expenses or damages arising out of any order, claim, suit or threat of liability by or on behalf of a governmental
 1154 authority or any other person or entity for injury, damages or injunctive relief because of or arising out of **pollutants or**
 1155 **pollution**.
 1156 If the information Page(s) lists Option L – Farm Liability, exclusion 10. is modified as set forth in that Option.
- 1157 11. **Bodily injury or property damage** resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment,
 1158 molestation, or sexual relations.
- 1159 12. **Bodily injury or property damage** arising out of any illegal or criminal act of any **insured** whether or not such **insured** is actually
 1160 charged for that act.
- 1161 13. **Bodily injury or property damage** arising out of the intentional or negligent misrepresentation or non-disclosure of any material
 1162 fact related to the sale, or attempted sale, of property owned by any **insured**.
- 1163 14. Liability assumed under, or arising out of, or in any way resulting from:
 1164 a. any oral or written contract or agreement;

- b. any stated or implied warranties or representations associated with any products or services provided by any **insured**.
- 1165 15. **Property damage** to property owned by any **insured**.
- 1166 16. **Property damage** to property occupied by, used by, or rented or leased to, or in the care, custody or control of, any **insured**.
- 1167 But, **we** will cover **property damage** to such property occupied by, used by, rented or leased to, or in the care of **you**, or **your**
- 1168 **relatives** if **you** are a person, caused by fire, smoke, or explosion that results from **your** or such **relative's** negligence.
- 1169 17. **Bodily injury** to a person if any **insured** provides or is required by any law to provide, or reimburse for, benefits to such **person**
- 1170 as compensation for the effects of **bodily injury**, without regard to fault, because of that **person's** status as an employee or
- 1171 beneficiary. This includes, but is not limited to, workers' compensation laws, unemployment compensation laws, non-
- 1172 occupational disability, occupational disease benefits, the Federal Employers' Liability Act, and the Jones Act, covering the **bodily**
- 1173 **injury**.
- 1174 18. **Bodily injury** or **property damage** when any **insured** is covered under a nuclear energy liability policy. This exclusion applies
- 1175 even if the limits of liability of that policy have been exhausted.
- 1176 19. **Bodily injury** or **property damage** to any **insured**. But, **we** will cover **bodily injury** to a **farm employee** not otherwise
- 1177 excluded, arising out of and in the course of employment by any **insured**.
- 1178 20. Punitive or exemplary damages.
- 1179 21. **Bodily injury** or **property damage** arising out of the ownership, possession, boarding, training, breeding, or raising of wild or
- 1180 exotic animals.
- 1181 22. **Bodily injury** or **property damage** arising out of any substance released or discharged from any aircraft.
- 1182 23. **Bodily injury** or **property damage** arising out of **custom farming**. However, if the Information Page(s) shows Option L – Farm
- 1183 Liability, **custom farming** conducted within a 100-mile radius from the **insured premises** is covered, subject to all terms of this
- 1184 policy.
- 1185 24. **Bodily injury** or **property damage** arising out of the conduct of a partnership, joint venture, limited liability company (LLC),
- 1186 limited liability partnership (LLP), corporation, trust, or entity of which any **insured** is a partner, member, or participant and which
- 1187 is not shown as a Named Insured or Additional Insured on the Information Page(s).
- 1188 25. **Bodily injury** or **property damage** arising out of the use of **farm personal property** while being used in any **business**, tractor
- 1189 pull, race, contest or competition. Parades are not considered a contest or competitive event. This exclusion does not apply to
- 1190 **bodily injury** or **property damage** arising out of the use of **your** business personal property used in a business shown within
- 1191 Option M on the Information Page(s) or in **your farming** operation, at the time of the loss.
- 1192 26. Any actual, alleged, threatened or adjudicated **bodily injury** or **property damage** resulting from physical, mental or emotional
- 1193 injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement,
- 1194 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying,
- 1195 whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.
- 1196 27. Liability arising out of, or in any way resulting from:
- 1197 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade secret, or intellectual property rights of another;
- 1198 b. any misappropriation of advertising ideas of another, or anything damaging, false or misleading in **your** advertisements or
- 1199 marketing activities.
- 1200 28. Liability arising out of, or in any way resulting from, electronic media such as, but not limited to, electronic chat rooms, electronic
- 1201 bulletin boards, blogs, social or business networking, Facebook, Twitter, Myspace, LinkedIn, or any other electronic media any
- 1202 **insured** uses, hosts, owns, participates in, or over which any **insured** exercises any control.
- 1203 29. Liability arising out of, or in any way resulting from, the unauthorized use of, or access to, another's product, information, or
- 1204 service.
- 1205 30. Liability arising out of, or in any way resulting from, the designing or determining of the content of internet websites or web
- 1206 applications.
- 1207 31. **Bodily injury** including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or
- 1208 derivative of, any **bodily injury**:
- 1209 a. to a fellow employee while on the job and arising from another employee;
- 1210 b. to any employee of any **insured** arising out of and/or in the course of his or her employment. This exclusion does not apply to
- 1211 **bodily injury** not otherwise excluded to:
- 1212 (1) a **residence employee** who is not covered by, and who is not entitled or required to be covered under, any workers'
- 1213 compensation insurance, unemployment compensation law, non-occupational disability, occupational disease benefits,
- 1214 the Federal Employers' Liability Act, or the Jones Act or benefits;
- 1215 c. to the spouse, child, parent, brother or sister of any employee as a consequence of a. or b. above.
- 1216 Exclusions a. through c. above apply whether the **insured** may be liable as an employer or in any other capacity, and to any
- 1217 obligation to share damages with, or to repay, a third party that must pay damages because of injury including but not limited to
- 1218 damages paid under unemployment compensation laws, non-occupational disability, occupational disease benefits, the Federal
- 1219 Employers' Liability Act, or the Jones Act.
- 1220 32. Liability arising out of, or in any way resulting from, any paid public or paid civic activities of any **insured**.
- 1221 33. Liability arising out of, or in any way resulting from, oral or written publication of material done by or at the direction of any
- 1222 **insured** with the knowledge of its falsity or made prior to the effective date of this coverage.
- 1223 34. Liability arising out of, or in any way resulting from, installation of, or contamination from, a known virus, malware, spyware,
- 1224 adware, Trojan horse, backdoor or other damaging computer program or software.
- 1225 35. Liability arising out of, or in any way resulting from, any access to or disclosure of any person's or organization's personal, private
- 1226 and/or confidential information.
- 1227 36. Liability arising out of, or in any way resulting from, the loss of, loss of use of, damage to, corruption of, inability to access, or
- 1228 inability to manipulate electronic data of any kind.
- 1229 37. Liability arising out of, or in any way resulting from, malpractice, professional liability, errors and omissions or directors and
- 1230 officers liability.
- 1231 38. Fiduciary liability arising from the Employees Retirement Income Security Act of 1974 and all amendments thereto.
- 1232 39. Any liability related to and/or arising out of Securities Act Liability (S.E.C. Liability) of any kind.
- 1233 40. Any liability arising directly or indirectly out of violations of or alleged violations of:
- 1234 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or
- 1235 local laws, ordinances, statutes, or regulations;
- 1236

- 1237 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances,
 1238 statutes, or regulations;
- 1239 c. any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CAN-SPAM Act of 2003, that limits
 1240 or prohibits the communicating, recording, receiving, transmitting, sending, or distribution of material or information;
- 1241 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit
 1242 Transactions Act (FACTA); or
- 1243 e. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their
 1244 amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording,
 1245 receiving, sending, transmitting, communicating or distribution of material or information.
- 1246 41. Any liability resulting from, or in any way arising directly or indirectly out of:
- 1247 a. refusal to employ any person;
- 1248 b. termination of the employment of any person; or
- 1249 c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual
 1250 misconduct, or other employment-related practices, policies, acts, or omissions directed towards any person;
- 1251 This includes no liability to any spouse, child, parent, brother, or sister of any person identified in a. through c. above.
 1252 This exclusion applies whether the **insured** is liable or alleged to be liable either as an employer or in any other capacity or there
 1253 is an obligation to fully or partially reimburse a third party for such damages.
- 1254 42. **Bodily injury** or **property damage** arising out of the sale, manufacture, delivery, or transfer by any person of a controlled
 1255 substance or any other items or materials subject to statutory control as defined by the Federal Food and Drug Law at 21
 1256 U.S.C.A. Sections 811 and 812, including any amendments, whether or not it is legal to use or possess such substances, items,
 1257 or materials.
- 1258 43. **Bodily Injury** and/or **property damage** consisting of, arising from or out of, contributed to, aggravated by, or resulting from,
 1259 whether directly or indirectly, the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape,
 1260 trespass, wrongful entry, ingestion, inhalation or absorption of or exposure to:
- 1261 a. **livestock** waste runoff or spills;
- 1262 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or
- 1263 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation,
 1264 whether gradual or sudden.
- 1265
- 1266 Under Coverage G - Medical Payments to Others **we** also do not cover:
- 1267 1. Any person who regularly resides on any part of an **insured premises** except:
- 1268 a. A **residence employee**;
- 1269 b. Those persons listed on the Information Page(s) under Option N – Named Person Medical Payments.
- 1270 2. **Bodily injury** from any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
- 1271 3. Any **bodily injury** caused by an allergic reaction.
- 1272 4. Muscle strain or sprain of any type caused by overexertion, including overexertion due to lifting.

1273

1274 **CONDITIONS – SECTION II**

1275

- 1276 1. What an **insured** must do in case of **bodily injury** or **property damage**:
- 1277 a. Notify **us** immediately. The notice must give:
- 1278 (1) **Your** name and policy number;
- 1279 (2) The date, time, place, and circumstances of the accident, occurrence, or loss, and
- 1280 (3) The names and addresses and telephone numbers of injured persons and witnesses.
- 1281 b. Send **us** immediately all legal papers, including amended petitions, received relating to a claim or suit.
- 1282 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.
- 1283 d. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur
 1284 expenses related to any **occurrence** to which this policy applies.
- 1285 2. LIMITS OF LIABILITY
- 1286 Regardless of the number of **insured(s)**, injured persons, applicable insurance policies **we** have issued, premiums paid, claims
 1287 made, or suits brought, **our** liability is limited as follows:
- 1288 a. As respects Coverage F - Personal Liability coverage, the limit of liability stated on the Information Page(s) for Coverage F is
 1289 the total limit of **our** liability for all damages resulting from any one **occurrence**. When more than one policy issued by **us** to
 1290 **you**, or to any **insured** on this policy, provides Personal Liability coverage for the same loss only the policy with the highest
 1291 limit of liability coverage will apply. No stacking or aggregation of coverages, limits, or policies will be allowed.
- 1292 b. As respects Medical Payments to Others Coverage, the limit of liability stated on the Information Page(s) for Coverage G is
 1293 **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one accident. No
 1294 stacking or aggregation of coverages, limits, or policies will be allowed.
- 1295 3. SEVERABILITY OF INSURANCE
- 1296 This insurance applies separately to each **insured** against whom claim is made or suit is brought, subject to **our** limits of liability
 1297 for each **occurrence**. Exclusions under this liability coverage as applied to any one **insured** may limit or exclude coverage as
 1298 to all **insureds**.
- 1299 4. BANKRUPTCY
- 1300 **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured**.
- 1301 5. OTHER LIABILITY INSURANCE COVERAGE
- 1302 Subject to all other terms of this policy, this insurance is excess over any other valid and collectible insurance, with the exception
 1303 of any Excess or Umbrella coverage purchased specifically to cover as excess over the limits of liability in this policy.
- 1304

1305 **GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II**

1306

- 1307 1. ASSIGNMENT
- 1308 Assignment of this policy will not be valid unless **we** give **our** written consent.
- 1309 2. RENEWAL

1310 This policy may be continued for successive policy periods by payment of the required premium, unless **we** mail to **you** a written
1311 notice of **our** intention not to renew on or before the effective date of each renewal period. It is agreed that the renewal premium
1312 will be based upon the rates in effect, the coverages carried, the applicable limits of liability, deductibles, and other elements that
1313 affect the premium that apply at the time of renewal.

1314 As to only the interest of a lienholder or mortgagee (or trustee) declared in this policy, this insurance will be terminated only if **we**
1315 give such lienholder or mortgagee (or trustee) at least ten (10) days written notice of termination.

1316 **We** may non-renew **your** policy by written notice mailed to the address shown in the policy. The notice shall give the date the
1317 non-renewal is effective. It will be mailed to **you** at least 30 days before the non-renewal effective date. **We** will use regular mail
1318 to transmit such notice. The notice period will begin to run on the date the notice is mailed, not the date of receipt. The mailing
1319 of the notice shall be sufficient proof that notice was given.

1320 3. CANCELLATION

1321 **You** may cancel **your** policy by notifying **us** in writing of the date to cancel, which must be later than the date **you** mail or deliver
1322 it to **us**. **We** may waive these requirements by confirming the date and time of cancellation to **you** in writing.

1323 **We** may cancel **your** policy by written notice, mailed to **your** last known address. The notice shall give the date cancellation is
1324 effective.

1325 It will be mailed to **you** at least:

1326 a. Ten (10) days before the cancellation effective date:

1327 (1) If the cancellation is because **you** did not pay the premium; or

1328 (2) If the policy has been in force for 60 days or less.

1329 b. Thirty (30) days before the cancellation effective date:

1330 (1) If there is fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation
1331 of any of the terms or conditions of the policy; or

1332 (2) If the named insured or any occupant of the property has been convicted of a crime arising out of acts increasing the
1333 hazard insured against; or

1334 (3) If physical changes in the property insured increase the hazards originally insured; or

1335 (4) If the policy has been in force for more than sixty (60) days;

1336 (5) This section shall not apply to nonrenewal.

1337 **We** will use regular mail to transmit such notice. The mailing of the notice shall be sufficient proof that notice was given.

1338 Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata basis. If **we** cancel, premium will be earned
1339 on a pro-rata basis. Any unearned premium may be returned at the time **we** cancel or within a reasonable time thereafter.

1340 Delay in the return of unearned premium does not affect the cancellation.

1341 As to only the interest of a lienholder or mortgagee (or trustee) declared in this policy, this insurance will be terminated only if **we**
1342 give such lienholder or mortgagee (or trustee) at least ten (10) days written notice of termination.

1343 4. MEMBERSHIP

1344 Payment of the Farm Bureau membership dues, which is not premium, is required by **you**, and allows **you** the opportunity to
1345 insure one or more properties for any applicable coverage and to insurance for any other coverage for which said fees were paid
1346 so long as:

1347 a. This company continues to write such coverage(s);

1348 b. The property to be insured meets the eligibility requirements of the company; and

1349 c. The **insured** remains a risk desirable to the company.

1350 A notice of **our** intention to not renew this policy will be mailed to **your** last known address at least 30 days before the end of the
1351 current policy period if **you** fail to maintain an active Missouri Farm Bureau membership.

1352 5. CONCEALMENT, FRAUD, OR MISREPRESENTATION

1353 This entire policy is void as to **you** and all other **insureds** if any **insured** before or after a loss conceals or misrepresents any
1354 material fact or circumstance, or has engaged in any fraudulent conduct.

1355 6. CHANGES

1356 No change or waiver may be effected in this policy except by written endorsement issued by **us**. If a premium adjustment is
1357 necessary, **we** will make the adjustment as of the effective date of the change. If any coverage **you** have under this policy is
1358 broadened by **us** without charge during the policy period, this policy will automatically provide the broadened coverage when
1359 effective in Missouri.

1360 **We** may reduce an amount or adversely modify this policy at any time (subject to the laws of Missouri regarding such) by giving
1361 any **insured** thirty (30) days written notice prior to the effective date of such action. Notice will be mailed to the mailing address
1362 shown on the Information Page(s). Proof of mailing will be sufficient proof of notice.

1363 7. OUR RIGHT TO RECOVER PAYMENT

1364 In the event **we** make any payment under this policy, **we** will be subrogated to all rights of recovery, based upon the same
1365 damages, which an **insured** or any other person receiving the payment, may have against any person liable for those damages.

1366 As a condition of payment under this policy, any **insured**, or other person who receives payment under this policy, agrees to
1367 execute and deliver any necessary legal instruments to **us** and do whatever else **we** may ask which is necessary to secure **our**
1368 rights.

1369 Any **insured**, or other person who receives payment under this policy, agrees to cooperate with **us** in enforcing **our** rights of
1370 recovery acquired under this section and to do nothing to prejudice **our** rights.

1371 8. OUR RIGHT TO INSPECT INSURED PREMISES

1372 **We** have the right to inspect any **insured premises** covered by this policy as often as may be reasonable. **You** agree to allow
1373 **us** to come onto those **insured premises** and into any **dwelling** or buildings or inspect personal property on those **insured**
1374 **premises**.

1375 9. POLICY PERIOD

1376 The policy period is shown on the Information Page of **your** policy. The policy period begins and ends at 12:01 A.M. Central
1377 Standard Time. Any change(s) in coverage made during the policy period begins at 12:01 A.M. Central Standard Time on the
1378 effective date shown for the change on the Information Page.

1379 10. RECOVERIES

1380 If **we** pay any **insured** for loss under this policy and stolen or damaged property is recovered, or payment is made by those
1381 responsible for the loss, the following provisions apply:

1382 a. The **insured** must notify **us** or **we** will notify the **insured** promptly if either recovers property or receives payment.

- 1383 b. Any proper expenses incurred by either party in making the recovery are reimbursed first.
- 1384 c. The **insured** may keep recovered property by refunding to **us** the amount of the claim paid or any lesser amount to which **we**
- 1385 agree.
- 1386 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
- 1387 policy, any recovery will be prorated between the **insured** and **us** based on **our** respective interests in the loss.

1388 11. COOPERATION

1389 **You** and all **insureds** must cooperate with **us** in performing all acts required by this policy.

1391 In witness whereof, the New Horizons Insurance Company of Missouri has caused this policy to be signed by its President and

1392 Secretary.

1393


President


Secretary

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OPTIONAL COVERAGES

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

OPTION A – 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).

1469 II. In the GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION in Section I of **your** policy:
1470 For the purposes of coverage under this OPTION E-3 only, exclusion 36. is replaced with the following:
1471 36. **Machinery** colliding with the ground or rocks on the ground, whether or not this policy includes OPTION E-2 – MACHINERY
1472 COLLISION, UPSET, AND OVERTURN. However, this exclusion does not apply to mobile GPS equipment while attached
1473 to other **machinery** if OPTION E-2 is shown on the Information Page(s), and this exclusion does not apply to glass
1474 breakage. **We** will pay for sudden and accidental direct physical loss or damage caused by or resulting from foreign objects
1475 picked up and taken into the **machinery**.
1476

1477 **OPTION F – INCREASED SECURITIES COVERAGE**

1478
1479 When Option F is shown on the Information Page(s), the amount of insurance in LIMITATIONS ON PERSONAL PROPERTY
1480 COVERAGE for securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and
1481 other valuable papers, drafts, cashier's checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and
1482 notes other than bank notes including negotiable orders of withdrawal is increased to the amount shown on the Information Page(s)
1483 for Option F.
1484

1485 **OPTION G – INCREASED COVERAGE DUE TO THEFT OF CREDIT CARD, FUND TRANSFER CARD, OR LOSS DUE TO** 1486 **CHECK FORGERY**

1487
1488 When Option G is shown on the Information Page(s) the amount of insurance in LIMITATIONS ON PERSONAL PROPERTY
1489 COVERAGE due to theft of credit card, fund transfer card, or loss due to check forgery is increased to the amount shown on the
1490 Information Page(s) for Option G.
1491

1492 **OPTION H - PERSONAL INJURY COVERAGE**

1493
1494 When Option H is shown on the Information Page(s), **you** have PERSONAL INJURY COVERAGE. This coverage will share the
1495 same limit of liability as Coverage F – Personal Liability. This coverage applies only to Named Insureds and Additional Insureds
1496 that are persons.
1497

1498 The insurance provided by this Option H for the claims/suits referenced herein is the only insurance coverage applicable under the
1499 policy for such claims/suits.
1500

1501 **Personal Injury** - means injury arising out of one or more of the following offenses:

- 1502 1. False arrest, detention, or imprisonment, or malicious prosecution;
 - 1503 2. Libel or slander, defamation of character, or violation of a person's right of privacy; or
 - 1504 3. Wrongful entry or eviction, or other invasion of the right of private occupancy.
- 1505

1506 For the purposes of coverage under this Option only, the definition for **occurrence** is replaced with the following:
1507 **Occurrence** – means an unintended accident, including continuous or repeated exposure to substantially the same general harmful
1508 conditions, that happens abruptly, and which occurs during the policy period and causes **personal injury**. All exposures to
1509 substantially the same general conditions will be considered as arising out of one **occurrence**.
1510

1511 If **you** are a person and if an Additional Insured shown under Option X or Option Y on the Information Page(s) is a person, then if
1512 claim is made or suit is brought against:

- 1513 a. **you** or **your relative**;
- 1514 b. an Additional Insured shown under Option X on the Information Page(s) or a **relative** of such person while acting on behalf of
1515 **you**; or
- 1516 c. an Additional Insured shown under Option Y on the Information Page(s) or a **relative** of such person;

1517 for **personal injury** caused by an **occurrence** to which this Option applies, **we** will:

- 1518 1. Pay up to **our** limit of liability for covered damages for which:
 - 1519 a. **you** or **your relative**;
 - 1520 b. an Additional Insured shown under Option X on the Information Page(s) while acting on behalf of **you**; or
 - 1521 c. an Additional Insured shown under Option Y on the Information Page(s) or **relative** of such person;

1522 is legally liable.
1523 Any pre-judgment interest is included within the limit of liability. Any post-judgment interest is included within the limit of
1524 liability, unless **we** chose to appeal any judgment.
- 1525 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may investigate and settle any claim or suit that **we**
1526 decide is appropriate. **Our** obligation to settle or defend ends when the sum of all payments made by **us** either by
1527 settlement, satisfaction of judgment or interpleader equal **our** limit of liability shown on the Information Page for
1528 Coverage F.

1529 Unless specifically stated otherwise in this Option or in **your** policy, **we** will pay, in addition to **our** limit of liability:

1530 **SETTLEMENT EXPENSES**

1531 **We** will pay:

- 1532 1. All costs **we** incur at **our** election in the settlement of a claim or defense of a suit.
 - 1533 2. Premiums on bonds required in a suit **we** defend. But, **we** will not pay the premium for the portion of a bond amount
1534 that is greater than **our** limit of liability. Notwithstanding 1. above, **we** have no obligation to apply for or furnish bonds.
 - 1535 3. Loss of earnings up to \$100 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or
1536 suit.
 - 1537 4. Other reasonable expenses incurred at **our** request.
- 1538

1539 **EXCLUSIONS:**

1540 **We** do not cover:

- 1541 1. **Personal injury** arising out of the conduct of a partnership, joint venture, limited liability company (LLC), limited liability

- 1542 partnership (LLP), corporation, trust or other entity of which any **insured** is a partner, member, or participant and which
1543 is not shown as a Named Insured or an Additional Insured on the Information Page(s).
- 1544 2. **Personal injury** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy, negligent
1545 entrustment or negligent supervision of aircraft, **motor vehicles** or watercraft, owned, operated or used by, or rented or
1546 loaned to, any **insured**.
 - 1547 3. **Personal injury** arising out of the rendering or failing to render professional services.
 - 1548 4. **Personal injury** arising out of **business** pursuits of any **insured**.
 - 1549 5. **Personal injury** arising out of any premises owned, rented, or controlled by any **insured** which is not an **insured**
1550 **premises**.
 - 1551 6. **Personal injury** intentionally caused by or at the direction of an **insured** or with the knowledge that the act would
1552 violate the rights of another and would inflict **personal injury**, even if the resulting **personal injury** is of a different kind,
1553 quality or degree than initially expected or intended, or is sustained by a different person, or entity than initially expected
1554 or intended.
 - 1555 7. **Personal injury** arising out of war (declared or un-declared), civil war, insurrection, rebellion, or revolution.
 - 1556 8. **Personal injury** consisting of, arising from or out of, contributed to, aggravated by, or resulting from, **pollution**, whether
1557 directly or indirectly, except as provided in Section II – Supplementary Coverages. This exclusion includes but is not limited to:
1558 a. The cost of testing, monitoring, abating, mitigating, removing, remediating, containing, treating, detoxifying, neutralizing or
1559 disposing of any **pollutant** or **pollution**;
1560 b. Any supervision, instruction, disclosure, or failures to disclose, recommendations, warnings, or advice given, or that
1561 allegedly should have been given relative to any **pollutant** or **pollution** that results in **personal injury**;
1562 c. Any obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make
1563 payment because of such **personal injury**, damages, loss, cost, payment, or expense;
1564 d. Any claim of nuisance concerning or related to **pollutants** or **pollution**;
1565 e. Actual, alleged, constructive or threatened diminution or loss of value of any property from the actual or alleged presence of
1566 **pollutants** or **pollution**; and
1567 All costs, expenses or damages arising out of any order, claim, suit or threat of liability by or on behalf of a
1568 governmental authority or any other person or entity for injury, damages or injunctive relief because of or arising out of
1569 **pollutants** or **pollution**.
 - 1570 9. **Personal injury** resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation,
1571 or sexual relations.
 - 1572 10. **Personal injury** arising out of any illegal or criminal act of any **insured** whether or not such **insured** is actually charged
1573 with a crime for the act.
 - 1574 11. **Personal injury** arising out of the intentional or negligent misrepresentation or non-disclosure of any material fact
1575 related to the sale, or attempted sale, of property owned by any **insured**.
 - 1576 12. Liability assumed under, or arising out of, or in any way resulting from:
1577 a. any oral or written contract or agreement;
1578 b. any stated or implied warranty associated with any products or services provided by any **insured**.
 - 1579 13. Punitive or exemplary damages.
 - 1580 14. **Personal injury** arising out of, or in any way resulting from:
1581 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade secret, or intellectual property rights of another;
1582 b. any misappropriation of advertising ideas of another, or anything damaging, false or misleading in **your**
1583 advertisements or marketing activities.
 - 1584 15. **Personal injury** arising out of an electronic chat room, bulletin board, Facebook, Twitter, Myspace, or other electronic
1585 social media done by or at the direction of any **insured** with the knowledge of its falsity or made prior to the effective
1586 date of this coverage.
 - 1587 16. **Personal injury** arising out of the unauthorized use of, or access to, another's product, information, or service.
 - 1588 17. **Personal injury** arising out of the designing or determining of the content of internet websites or web applications.
 - 1589 18. **Personal injury** arising out of an offense directly or indirectly related to employment by any **insured**.
 - 1590 19. **Personal injury** arising out of any paid public or civic activities of any **insured**.
 - 1591 20. **Personal injury** resulting from oral or written publication of material done by or at the direction of any **insured** with the
1592 knowledge of its falsity or made prior to the effective date of this coverage.
 - 1593 21. Liability resulting from installation of, or contamination from, a virus, malware, spyware, adware, Trojan horse, backdoor
1594 or other damaging computer program or software.
 - 1595 22. **Personal injury** to any **insured**.
 - 1596 23. Liability arising out of, or in any way resulting from, the loss of, loss of use of, damage to, corruption of, inability to access, or
1597 inability to manipulate electronic data of any kind.
 - 1598 24. Liability arising out of, or in any way resulting from, malpractice, professional liability, errors and omissions or directors and
1599 officers liability.
 - 1600 25. Fiduciary liability arising from the Employees Retirement Income Security Act of 1974 and all amendments thereto.
 - 1601 26. Any liability related to and/or arising out of Securities Act Liability (S.E.C. Liability) of any kind.
 - 1602 27. Any liability arising directly or indirectly out of violations of or alleged violations of:
1603 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state,
1604 or local laws, ordinances, statutes, or regulations;
1605 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances,
1606 statutes, or regulations;
1607 c. any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CAN-SPAM Act of 2003, that
1608 limits or prohibits the communicating, recording, receiving, transmitting, sending, or distribution of material or information;
1609 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit
1610 Transactions Act (FACTA); or
1611 e. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their
1612 amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording,
1613 receiving, sending, transmitting, communicating or distribution of material or information.
 - 1614 28. Any liability resulting from, or in any way arising directly or indirectly out of:

- 1615 a. refusal to employ any person;
1616 b. termination of the employment of any person; or
1617 c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual
1618 misconduct, or other employment-related practices, policies, acts, or omissions directed towards any person;
1619 This includes no liability to any spouse, child, parent, brother, or sister of any person identified in a. through c. above.
1620 This exclusion applies whether the **insured** is liable or alleged to be liable either as an employer or in any other capacity or
1621 there is an obligation to fully or partially reimburse a third party for such damages.
1622 29. **Personal injury** arising out of the sale, manufacture, delivery, or transfer by any person of a controlled substance or any other
1623 items or materials subject to statutory control as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and
1624 812, including any amendments, whether or not it is legal to use or possess such substances, items, or materials.
1625 30. Any actual, alleged, threatened or adjudicated **personal injury** resulting in any way from abuse, harassment, belittlement,
1626 disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,
1627 torture, devilement or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any
1628 other means.
1629

1630 CONDITIONS – SECTION II

1631 Paragraphs 1., 2., and 5. in CONDITIONS – SECTION II of **your** policy are replaced with the following for the purposes of coverage
1632 provided under this Option, only.
1633

1634 1. What an **insured** must do in case of **personal injury**:

- 1635 a. Notify **us** immediately. The notice must give:
1636 (1) **Your** name and policy number;
1637 (2) The date, time, place, and circumstances of the accident, **occurrence**, or loss; and
1638 (3) The names, addresses, and telephone numbers of injured persons/entities and any witnesses.
1639 b. Send **us** immediately all legal papers including amended petitions received relating to a claim or suit.
1640 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.
1641 d. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or
1642 incur expenses related to any **occurrence** to which this policy applies.
1643

1644 2. LIMITS OF LIABILITY

1645 Regardless of the number of **insured(s)**, injured persons, applicable insurance policies **we** have issued, claims made,
1646 or suits brought, **our** liability is limited as follows:

- 1647 a. As respects Personal Injury Coverage, the limit of liability stated on the Information Page(s) for Coverage F is the
1648 total limit of **our** liability under this policy for all covered damages resulting from any one **occurrence**; and
1649 b. As respects Personal Injury Coverage, two (2) times the limit of liability stated on the Information Page(s) for
1650 Coverage F is the total limit of **our** liability under this policy for all covered damages resulting from all covered
1651 **occurrences** during the twelve (12) month policy period shown on **your** Information Page.
1652

1653 5. OTHER INSURANCE COVERAGE

1654 This insurance is excess over any other valid and collectible insurance.
1655

1656 OPTION I – BUSINESS PURSUITS

1657
1658 When Option I is shown on **your** Information Page(s), Coverage F - Personal Liability coverage and Coverage G - Medical
1659 Payments to Others coverage apply to the **business** pursuits of the **insured** for the business listed for Option I.
1660

1661 ADDITIONAL DEFINED TERMS

1662 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy:

1663 **Your Work** – means:

- 1664 1. Work or operations performed by **you** or any **insured** or on **your** behalf by employees hired full or part-time in the business
1665 shown with this Option; and
1666 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

1667 **Your work** includes:

- 1668 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;
1669 b. providing or failing to provide warnings or instructions; and
1670 c. the loading or unloading of a vehicle by any **insured** which is not owned or operated by **you**.
1671

1672 **Your Completed Work** means **your work** at the earliest of the following times:

- 1673 1. When all work specified in **your** contract has been completed;
1674 2. When all the work to be done at a job site has been completed if **your** contract specifies work at more than one job site; or
1675 3. When that part of the work at a job site has been put to its intended use by any person or organization other than another
1676 contractor or subcontractor working on the same project.

1677 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is
1678 otherwise complete, will be deemed completed.
1679

1680 **Your Products** – means goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others
1681 trading under **your** name, or a person or organization whose business or assets **you** have acquired.

1682 **Your products** include:

- 1683 a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of **your**
1684 **products**;
1685 b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with **your products**; and
1686 c. **Your** or those acting on **your** behalf, providing or failing to provide warnings or instructions.
1687

Your Products does not include:

- 1688 a. Real property;
1689 b. Property rented to or located for the use of others but not sold, including, but not limited to, vending machines; and
1690 c. **Farm products**.

1691
1692 **Impaired property** – means tangible property, other than **your product** or **your work**:

- 1693 1. That is less useful or no longer usable because:
1694 a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or
1695 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a contract or agreement; and
1696 2. Which can be restored by:
1697 a. the repair, replacement, adjustment or removal of **your product** or **your work**; or
1698 b. **your** fulfillment of the terms of the contract or agreement.

1699
1700 **EXCLUSIONS**

1701 For coverage under this Option I, exclusion 3. under EXCLUSIONS – SECTION II is deleted and replaced with the following:

- 1702 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any
1703 **insured**. But, the activities of an **insured** pertaining to the business described on the Information Page(s) for Option I will not be
1704 considered **business** pursuits.

1705
1706 **ADDITIONAL EXCLUSIONS**

1707 In addition to the exclusions in Exclusions - Section II of **your** policy:

1708 This insurance does not cover:

- 1709 1. **Bodily injury** or **property damage** arising out of any **business** pursuits of any **insured** in connection with any **business**
1710 owned or financially controlled by any **insured** or by a partnership, LLC, LLP, Corporation, Trust or other entity of which any
1711 **insured** is a partner, member, manager, officer, director, executor, administrator, or trustee.
1712 2. **Bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature other
1713 than teaching, including but not limited to any architectural, engineering, or industrial design services; any medical, surgical,
1714 dental, or other services or treatment conducive to the health of persons or animals; and any beauty or barber services or
1715 treatment.
1716 3. When any **insured** is a member of the faculty or teaching staff of any school or college and **bodily injury** or **property damage**
1717 arises out of the maintenance, use, loading or unloading of draft or saddle animals, vehicles for their use, aircraft, **motor**
1718 **vehicles**, or watercraft owned or operated or hired by or for any **insured** for the purpose of instruction in the use thereof.
1719 4. **Bodily injury** or **property damage** arising out of barber or beauty operation if the **business** employs two (2) or more persons.
1720 5. **Bodily injury** or **property damage** arising from the ownership, maintenance, use, rental, or loan of tanning beds or tanning
1721 devices or the operation of tanning salons.
1722 6. Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of, or in any way resulting
1723 from, the loss of use, disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your**
1724 **work**, **your products**, or **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or
1725 recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or
1726 unsafe condition in **your work**, **your products**, or **impaired property**.
1727 7. **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a
1728 defect, deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of the
1729 products has been relinquished to others.
1730 8. **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the
1731 care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or
1732 volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or
1733 trustees if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.
1734 9. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those
1735 premises.
1736 10. **Property damage** to that specific part of real or personal property on which work is being performed by:
1737 a. any **insured**; or
1738 b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;
1739 if the **property damage** arises out of such work.
1740 11. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that
1741 was performed on the property was faulty.
1742 12. **Property damage** to **your products** if the damage arises out of **your products** or their parts.
1743 13. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
1744 14. **Property damage** to property that has been physically injured or impaired, arising out of:
1745 a. a delay or failure to perform a contract or agreement as specified in its terms by **you** or one acting on **your** behalf; or
1746 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.
1747 15. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
1748 a. contributing to or causing the intoxication of a person;
1749 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
1750 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
1751 This exclusion applies only if **you** or any other **insured**:
1752 (1) manufacture, distribute, or sell alcoholic beverages;
1753 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business
1754 purposes or profit; or
1755 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.

1756
1757 **OPTION J – OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE**

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1759 When Option J is shown on **your** Information Page(s), the following applies:

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SECTION I

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

SECTION II

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

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

Your work includes:

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

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

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

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

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

Your products include:

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

Your Products does not include:

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

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

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

EXCLUSIONS

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

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

ADDITIONAL EXCLUSIONS

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

This insurance does not cover:

1. **Bodily injury** to any pupil arising out of corporal punishment administered by or at the direction of any **insured**.
2. **Bodily injury** to any attendees of a school or daycare operated by or for **you** or any **insured**, or on any **insured premises**, if the school or daycare has more than four (4) students, children, or adults.
3. 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**.
4. **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.
5. **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.

- 1833 6. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those
 1834 premises
 1835 7. **Property damage** to that specific part of real or personal property on which work is being performed by:
 1836 a. any **insured**; or
 1837 b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;
 1838 if the **property damage** arises out of such work.
 1839 8. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that was
 1840 performed on the property was faulty.
 1841 9. **Property damage** to **your products** if the damage arises out of **your products** or their parts.
 1842 10. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
 1843 11. **Property damage** to property that has been physically injured or impaired, arising out of:
 1844 a. a delay or failure to perform a contract or agreement as specified in its terms by **you** or one acting on **your** behalf; or
 1845 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.
 1846 12. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
 1847 a. contributing to or causing the intoxication of a person;
 1848 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 1849 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
 1850 This exclusion applies only if **you** or any other **insured**:
 1851 (1) manufacture, distribute, or sell alcoholic beverages;
 1852 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business
 1853 purposes or profit; or
 1854 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.
 1855

1856 OPTION K – SEWER BACKUP COVERAGE

1857
 1858 When Option K is shown for a **dwelling** on **your** Information Page(s):

1859
 1860 Under COVERAGE A – DWELLING and COVERAGE C – PERSONAL PROPERTY in SECTION I, **we** cover loss caused by water
 1861 which backs up through sewers or drains located in a **dwelling** showing Option K on **your** Information Page, including any type
 1862 system designed to remove subsurface water that is located in such **dwelling**.
 1863

1864 This does not apply to the direct physical loss to any equipment used to remove subsurface water which is caused by mechanical or
 1865 electrical breakdown.
 1866

1867 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
 1868 Option.
 1869

1870 The amount of insurance for Sewer Backup Coverage is the amount shown on the Information Page(s) for Option K. Option K does
 1871 not increase **your** total amount of insurance on Coverage A – Dwelling or Coverage C – Personal Property.
 1872

1873 OPTION L – FARM LIABILITY

1874
 1875 When Option L is shown on the Information Page(s), the following applies:
 1876

- 1877 1. Within the DEFINED WORDS section, **Business**, **Insured premises**, and **Residence employee** are amended as referenced
 1878 within such definitions, when **your** Information Page shows OPTION L – FARM LIABILITY.
 1879 2. Within EXCLUSIONS – SECTION II, exclusion 9. and exclusion 23. are amended as referenced within such exclusions, when
 1880 **your** Information Page shows OPTION L – FARM LIABILITY.
 1881

1882 Supplementary Coverages – Section II is amended and the following language is added to 1.a. LIMITED POLLUTION COVERAGE:
 1883 If the Information Page(s) lists Option L- Farm Liability, **we** cover:

- 1884 a. **Property damage** to crops, plants, or trees resulting from the accidental above-ground contact with herbicides, pesticides,
 1885 fungicides, and fertilizers caused by the application of the same which results in actual damages sustained within one
 1886 growing season of the application; and
 1887 b. **Bodily injury** resulting from the accidental above-ground contact with herbicides, pesticides, fungicides and fertilizers
 1888 caused by the application of the same which results in medical treatment within one year (365 days) of the application.
 1889 Exclusions – Section II, exclusion 10. does not apply to a. and b. above.
 1890

1891 The limit of coverage in a. and b. above:

- 1892 i. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed
 1893 \$25,000 for any one **occurrence**, and no more than \$50,000 for all covered **occurrences** during the twelve (12) month
 1894 policy period shown on **your** Information Page.
 1895 ii. For **bodily injury** or **property damage** resulting from activities occurring on any **insured premises** is the limit of liability
 1896 shown on the Information Page(s) for Coverage F.
 1897

1898 Supplementary Coverages – Section II is amended and the following language is added as 2. FARMING EXPOSURES NOT
 1899 CONSIDERED POLLUTION:

1900 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION

1901 The Limit of Liability for covered claims made and suits brought under Option L for **bodily injury** and/or **property damage**
 1902 consisting of, arising from or out of, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual,
 1903 alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful entry, ingestion, inhalation or
 1904 absorption of or exposure to:

- 1905 a. **livestock** waste runoff or spills;

1906 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or
1907 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation,
1908 whether gradual or sudden, will not exceed \$25,000 for any one **occurrence**. The limit of liability for all such claims made and
1909 suits brought for all covered losses arising out of all **occurrences** during the twelve (12) month policy period shown on **your**
1910 Information Page will not exceed \$50,000. This provision will not increase our total limit of liability. This is not an additional
1911 amount of coverage.

1912 LIMITS OF LIABILITY

1913 For the purposes of this Option L, the limit of liability for all damages covered by this Option will not exceed the limit of liability shown
1914 for Coverage F on **your** Information Page for any one **occurrence**.

1915 EXCLUSIONS

1916 For coverage under this Option L, exclusion 1. b. under EXCLUSIONS – SECTION II is deleted and replaced with the following:
1917 1. **Bodily injury** or **property damage** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy,
1918 negligent entrustment, or negligent supervision of:

1919 b. A **motor vehicle**. **We** do provide coverage if the **motor vehicle** is not subject to motor vehicle registration and it is:

1920 (1) Used exclusively on the **insured premises**;

1921 (2) Kept in dead storage on the **insured premises**; or

1922 (3) A **utility vehicle (UTV)** being used in **your farming** operation or in a business shown with Option M on the Information
1923 Page(s) at the time of the loss.

1924 The exceptions to the exclusion under 1. b. (1), (2) & (3) above, do not apply to amphibious type motor vehicles identified in
1925 item 8. of the **motor vehicle** definition.

1926 ADDITIONAL EXCLUSIONS

1927 In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy, **we** do not cover:

1928 1. **Property damage** arising out of:

1929 a. erroneous delivery of seed or feed;

1930 b. error in mixture of seed or feed;

1931 c. error in labeling of seed or feed;

1932 d. failure of seed to germinate;

1933 e. cross pollination after seed has germinated; or

1934 f. the presence of disease organisms, toxins, noxious weeds, or varietal variations.

1935 2. Liability arising out of, or in any way resulting from, any product which has been processed from its original form into another
1936 product.

1937 3. Damages awarded under:

1938 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";

1939 b. Any law, duet to violation of the M.S.A.W.P.A; or

1940 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.

1941 OPTION M – FARM-RELATED BUSINESS COVERAGE

1942 When Option M is shown on the Information Page(s), the following applies:

1943 For the purpose of Coverage F Liability and Coverage G Medical Payments To Others coverages only, when this Option is shown
1944 on **your** Information Page(s) the definition of **business** in the policy will not mean the business identified within Option M on the
1945 Information Page(s).

1946 For the purposes of coverage under Option M, only, the definition for **farm employee** is replaced with the following:

1947 **Farm Employee** – means any person who receives compensation, pay, wages, or other remuneration for performing duties or tasks
1948 and/or providing services for **you** and whose duties, tasks or services are performed on **your** behalf in connection with the
1949 operation of the business identified within Option M on the Information Page(s) and the **farming** of the **insured premises**.

1950 **Farm Employee** does not include:

1951 1. Any person, other than a **farm employee**, who is an **insured** or any **insured's relative**;

1952 2. Any person shown as an Additional Insured on the Information Page(s), or any such Additional Insured's **relative**; or

1953 3. Any employee while engaged in any **business** activity other than **farming** or the business identified within Option M on the
1954 Information Page(s).

1955 ADDITIONAL DEFINED TERMS

1956 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy;

1957 **Your Work** – means:

1958 1. Work or operations performed by **you** or any **insured** or on **your** behalf by employees hired full or part-time in the business
1959 shown with this Option; and

1960 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

1961 **Your work** includes:

1962 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;

1963 b. providing or failing to provide warnings or instructions; and

1964 c. the loading or unloading of a vehicle by any **insured** which is not owned or operated by **you**.

1965 **Your Completed Work** means **your work** at the earliest of the following times:

1966 1. When all work specified in **your** contract has been completed;

1967 2. When all the work to be done at a job site has been completed if **your** contract specifies work at more than one job site; or

1978 3. When that part of the work at a job site has been put to its intended use by any person or organization other than another
1979 contractor or subcontractor working on the same project.
1980 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is
1981 otherwise complete, will be deemed completed.
1982

1983 **Your Products** – means goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others
1984 trading under **your** name, or a person or organization whose business or assets **you** have acquired.
1985 **Your products** include:
1986 a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of **your**
1987 **products**;
1988 b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with **your products**; and
1989 c. **Your** or those acting on **your** behalf, providing or failing to provide warnings or instructions.
1990 **Your Products** does not include:
1991 a. Real property;
1992 b. Property rented to or located for the use of others but not sold, including, but not limited to, vending machines; and
1993 c. **Farm products**.
1994

1995 **Impaired property** – means tangible property, other than **your product** or **your work**:
1996 1. That is less useful or no longer usable because:
1997 a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or
1998 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a contract or agreement; and
1999 2. Which can be restored by:
2000 a. the repair, replacement, adjustment or removal of **your product** or **your work**; or
2001 b. **your** fulfillment of the terms of the contract or agreement.
2002

2003 **Limit of Liability**
2004 For the purposes of this Option M, whether **you** have one business or multiple businesses listed under Option M on the Information
2005 Page(s) of **your** policy, the limit of liability for all damages covered by this Option will not exceed the limit of liability shown for
2006 Coverage F on **your** Information Page for any one **occurrence** and no more than twice (two times) the amount of the limit of liability
2007 shown for Coverage F on **your** Information Page for all damages covered by this Option from all **occurrences** during the twelve
2008 (12) month policy period shown on **your** Information Page.
2009

2010 **EXCLUSIONS**
2011 For coverage under this Option M, exclusion 3. under **EXCLUSIONS – SECTION II** is deleted and replaced with the following:
2012 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any **insured**. But, the activities of an **insured** pertaining
2013 to the business described on the Information Page(s) for Option M will not be considered **business** pursuits.
2014

2015 **ADDITIONAL EXCLUSIONS**
2016 In addition to the exclusions found in **EXCLUSIONS – SECTION II** of **your** policy, **we** do not cover:
2017 1. **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a defect,
2018 deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of the
2019 products has been relinquished to others.
2020 2. **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the
2021 care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or
2022 volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or trustees
2023 if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.
2024 3. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those
2025 premises.
2026 4. **Property damage** to that specific part of real or personal property on which work is being performed by:
2027 a. any **insured**; or
2028 b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;
2029 if the **property damage** arises out of such work.
2030 5. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that was
2031 performed on the property was faulty.
2032 6. **Property damage** to **your products** if the damage arises out of **your products** or their parts.
2033 7. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
2034 8. **Property damage** to property that has been physically injured or impaired, arising out of:
2035 a. a delay or failure to perform a contract or agreement as specified in its terms by **you** or one acting on **your** behalf; or
2036 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.
2037 9. Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of the loss of use, disposal,
2038 withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your work**, **your products**, or
2039 **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or recalled from the market
2040 or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in **your**
2041 **work**, **your products**, or **impaired property**.
2042 10. Damages awarded under:
2043 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";
2044 b. Any law, due to violation of the M.S.A.W.P.A.; or
2045 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.
2046 11. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
2047 a. contributing to or causing the intoxication of a person;
2048 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
2049 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
2050 This exclusion applies only if **you** or any other **insured**:

- 2051 (1) manufacture, distribute, or sell alcoholic beverages;
2052 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business
2053 purposes or profit; or
2054 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.
2055 12. **Property damage** arising out of:
2056 a. erroneous delivery of seed or feed;
2057 b. error in mixture of seed or feed;
2058 c. error in labeling of seed or feed;
2059 d. failure of seed to germinate;
2060 e. cross pollination after seed has germinated; or
2061 f. the presence of disease organisms, toxins, noxious weeds, or varietal variations.

2062 **OPTION N – NAMED PERSON MEDICAL PAYMENTS**

2063 When Option N is shown on **your** Information Page(s), Coverage G – Medical Payments to Others applies to those persons listed
2064 on the Information Page(s) up to the limits shown for Named Person Medical Payments.

2065 In addition to the exclusions found in Exclusions – Section II, **we** do not cover:

- 2066 1. **Bodily injury** to any person listed with this Option resulting from accidental injury unless the injury is the result of **farming**.
2067 2. **Bodily injury** to any person listed with this Option, when the accidental injury occurs within any residence.

2068 **OPTION O – LOSS ASSESSMENT COVERAGE**

2069 When Option O is shown on the Information Page(s), **we** will pay any assessment levied against **you** as a member of a property
2070 owners association by the association in accordance with its governing rules if the assessment is necessary because of:

- 2071 1. A direct loss to property collectively owned by the association members caused by perils **we** insure against; or
2072 2. An **occurrence** to which Section II of this policy applies; or
2073 3. Liability for an act of a director, officer, or trustee elected by the association members if acting within the scope of the duties of a
2074 director, officer, or trustee and without deriving any income from the performance of duties exclusively on behalf of the
2075 association.

2076 **We** will pay no more than the Limit stated for Option O on the Information Page(s).

2077 **We** will pay **your** assessment on covered losses minus \$250.

2078 **OPTION P – INCREASED POLLUTION COVERAGE**

2079 When Option P is shown on **your** Information Page(s), it modifies **our** limit of liability in respect to LIMITED POLLUTION
2080 COVERAGE in SUPPLEMENTARY COVERAGES – SECTION II, item 1.a.

2081 **Our** limit of liability for **bodily injury** and **property damage** consisting of, arising from or out of, contributed to, aggravated by, or
2082 resulting from, **pollution**, whether directly or indirectly, will not exceed \$100,000 for any one **occurrence**, and no more than
2083 \$100,000 for all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

2084 This provision is not in addition to the limit of liability for Coverage F and does not increase **our** total limit of liability. No more than
2085 one limit of Coverage F liability shown on **your** Information Page will apply to all covered losses from one **occurrence**.

2086 If the Information Page(s) lists Option L – Farm Liability, **we** cover:

- 2087 a. **Property damage** to crops, plants, or trees resulting from the accidental above-ground contact with herbicides, pesticides,
2088 fungicides, and fertilizers caused by the application of the same which results in actual damages sustained within one growing
2089 season of the application.
2090 b. **Bodily injury** resulting from the accidental above-ground contact with herbicides, pesticides, fungicides and fertilizers caused by
2091 the application of the same which results in medical treatment within one year (365 days) of the application.

2092 Exclusions – Section II, exclusion 10. does not apply to a. and b. above.

2093 The limit of coverage in a. and b. above:

- 2094 i. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed
2095 \$100,000 for any one **occurrence**, and no more than \$100,000 during the twelve (12) month policy period shown on **your**
2096 Information Page.
2097 ii. For **bodily injury** or **property damage** resulting from activities occurring on any **insured premises** is the limit of liability shown
2098 on the Information Page(s).

2099 However, this Option will not increase **our** total limit of liability.

2100 **OPTION Q – LIMITED LIVESTOCK LIABILITY COVERAGE**

2101 When Option Q is shown on the Information Page(s), **your** policy is modified as follows:

2102 Exclusion 9. of EXCLUSIONS – SECTION II is replaced with the following:

- 2103 9. **Bodily injury** or **property damage** that arises out of the ownership or use of **livestock** for any purpose other than personal use
2104 or personal consumption.

2105 Supplementary Coverages – Section II is amended and the following language is added as 2. FARMING EXPOSURES NOT
2106 CONSIDERED POLLUTION:

2124 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION

2125 The Limit of Liability for covered claims made and suits brought under Option Q for **bodily injury** and/or **property damage**
2126 consisting of, arising from or out of, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual,
2127 alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful entry, ingestion, inhalation or
2128 absorption of or exposure to:

- 2129 a. **livestock** waste runoff or spills;
- 2130 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or
- 2131 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of ownership or use of **livestock**,
- 2132 whether gradual or sudden will not exceed \$25,000 for any one **occurrence**. The limit of liability for all such claims made and suits
2133 brought for all covered losses arising out of all **occurrences** during the twelve (12) month policy period shown on **your** Information
2134 Page will not exceed \$50,000. This provision will not increase our total limit of liability. This is not an additional amount of
2135 coverage.

2136
2137 **OPTION R – VENDOR’S SINGLE INTEREST**

2138
2139 When Option R is shown on the Information Page(s) **we** will provide coverage to the mortgagee shown on the Information Page(s),
2140 who is the lienholder on **your** manufactured home, for losses which occur during the policy period and result from the following:

2141 **Collision, Upset, and Overturn** – meaning sudden, accidental, and direct loss to the manufactured home caused by **collision**,
2142 **upset, and overturn** while the manufactured home is being moved from one place to another. Collision which damages only
2143 wheels, tires, axles, and running gear is not covered.

2144 **Alteration** – meaning deliberate damage caused by **you** to the manufactured home or substantial changes in the structure of the
2145 manufactured home with the intention of reducing its value without permission of the lienholder or the manufactured home dealer.

2146 **Conversion** – meaning transfer of ownership without permission of the lienholder, if the lienholder is not successful in an effort to
2147 recover possession of the manufactured home or its missing parts.

2148 **Concealment** – meaning withholding or hiding the manufactured home.

2149

2150 If the manufactured home is repossessed by or on behalf of the lienholder or manufactured home dealer, **we** will pay the lienholder
2151 or manufactured home dealer for an amount equal to the expense of transporting the manufactured home from the place of
2152 repossession to the nearest of the following:

- 2153 1. The place where it was sold by the lienholder or manufactured home dealer; or
- 2154 2. The nearest business location of the lienholder or manufactured home dealer.

2155 Repossession Expense applies only to the expense of returning the entire manufactured home, but not the expense of returning
2156 only separated parts, equipment, or accessories.

2157

2158 **DEDUCTIBLE**

2159 \$500 will be deducted from the amount of loss in each claim for loss or damage.

2160

2161 **ADDITIONAL EXCLUSIONS**

2162 In addition to all Section I exclusions **we** do not pay for:

- 2163 1. **Conversion** of attached property originally provided with the manufactured home including furniture (not appliances), drapes,
2164 curtains, and bedding.
- 2165 2. Expense of returning separate parts, equipment, or accessories.
- 2166 3. Damage resulting from neglect, omission to act, wear and tear, or hard usage.
- 2167 4. Gas bottles, fuel tanks, pumps, steps, skirting, porches, decks, awnings, carports, and any other addition to the manufactured
2168 home after its original manufacture.
- 2169 5. Loss resulting from the fraudulent actions of the lienholder, its employee(s), or agents.

2170 Exclusion 28. in **GENERAL EXCLUSIONS - APPLICABLE TO ALL LEVELS OF PROTECTION** of Section I of **your** policy is
2171 replaced for the purposes of coverage under this Option only, with the following:

- 2172 28. Intentional losses, meaning any loss or damage that is intentionally caused by, at the direction of, or with the permission of,
2173 any **insured** or any of **your** members, partners, managers, officers, directors, shareholders, executors, administrators, or
2174 trustees if **you** are an entity other than a person, whether such persons are sane or insane, unless payment of any such loss is
2175 otherwise mandated under 375.1312 RSMO regarding a claim of any innocent coinsured. Payment of any loss required by law
2176 shall be limited to the amount mandated by 375.1312 RSMO. For the purposes of this exclusion, when the **dwelling** described
2177 on the Information Page(s) is owner occupied, **insured** also means any person related to an **insured** by blood, marriage, or
2178 adoption, or any ward or foster child, living anywhere in the **dwelling** described on the Information Page(s), whether or not they
2179 are paying rent, lease payments or other consideration. This exclusion does not apply to **alteration** damage.

2180

2181 **IN CASE OF LOSS**

2182 The lienholder must, at the lienholder's expense, use every reasonable effort, including litigation, until settlement of the loss to:

- 2183 1. Secure, protect, and preserve the manufactured home from loss.
- 2184 2. Locate the policyholder, the manufactured home, and any missing parts.
- 2185 3. Declare the loan in default.
- 2186 4. Repossess the manufactured home promptly.
- 2187 5. Collect all amounts due.

2188 The lienholder must give **us** as part of the loss notice, the following:

- 2189 1. An inspection report prepared at the time of repossession describing the condition of the manufactured home and a detailed list
2190 of missing parts.
- 2191 2. Manufacturer's invoice.
- 2192 3. Documents which detail the lienholder's efforts to locate missing parts.
- 2193 4. Retail sales contract and credit application.
- 2194 5. All evidence showing how the manufactured home was equipped when sold.
- 2195 6. Summary of collection efforts.
- 2196 7. Statement from the law enforcement agency to which the lienholder gave prompt notice of loss.

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SETTLEMENT AND VALUATION

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

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

LIEN TRANSACTION, LATE OR DEFAULT IN PAYMENT NOTICE

We have no coverage unless the following took place:

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

RECORDS

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

SETTLEMENT WITH SELLING DEALER

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

OPTION S – SCHEDULED PERSONAL PROPERTY

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

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

1. Jewelry, as scheduled.
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).

ADDITIONAL EXCLUSIONS

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

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

- 2270 c. Loss to property on exhibition or loan, unless the premises where the item(s) is on exhibition or loan is an **insured**
 2271 **premises.**
 2272 2. As to Postage Stamps or Rare and Current Coin Collections:
 2273 a. Fading, creasing, denting, scratching, tearing, thinning, transfer of color, inherent defect, dampness, extremes of
 2274 temperature, gradual depreciation, damage sustained from handling, or while being actually worked upon.
 2275 b. Mysterious disappearance of individual stamps, coins, or other articles insured unless specifically scheduled with a definite
 2276 amount set opposite their description or if not specifically scheduled unless mounted in a volume and the page to which they
 2277 are attached is also lost.
 2278 c. Loss of or damage to property in the custody of transportation companies or shipments by mail unless by registered mail.
 2279 d. Theft from any unattended **motor vehicle** except while being shipped by registered mail.
 2280 e. Loss of or damage to any property described herein which is not an actual part of a stamp, money, or numismatic collection.
 2281 3. As to lawn and garden equipment:
 2282 **We** provide Level 3 Protection subject to the General Exclusions – Applicable
 2283 to all Levels of Protection.
 2284 Exclusions 16., 21., 22., 23., 24., 29. b, c, d, & e, 31., and 32 in General Exclusions – Applicable to all Levels of Protection do not
 2285 apply to property insured under Option S, with the exception of lawn and garden equipment.
 2286 Exclusion 30 in General Exclusions – Applicable to all Levels of Protection does not apply to property insured under Option S, with
 2287 the exception of lawn and garden equipment, Postage Stamps, and Rare and Current Coin Collections.
 2288

2289 CONDITIONS

2290 The following are Conditions in addition to those found in CONDITIONS – SECTION I of **your** policy:

- 2291 1. Fine Art(s): If fine art(s) are covered, **you** agree that the fine art(s) insured will be packed and unpacked by competent packers.
 2292 **We** will not be liable for more than the amount of insurance shown on the Information Page for any article(s) of Fine Art(s). The
 2293 amount of insurance for article(s) of Fine Art(s) shown on the Information Page is the agreed value of the article(s), both at the
 2294 time of insuring the article(s) and at the time of loss. In the event of a total loss, as determined by **us**, **we** agree to pay **you** the
 2295 full amount of insurance for the article(s), as shown on the Information Page. In the event of a total loss of the article(s) of Fine
 2296 Art(s), **you** agree to surrender the article(s) to **us**. If the article is a total loss, and the article(s) is/are part of a pair or set, **we** will
 2297 pay the amount of insurance shown for the pair or set as shown on the Information Page(s), and **you** agree to surrender the pair
 2298 or set to **us**.
 2299 2. Sporting Equipment: If golfer's equipment is covered, **we** will also cover other clothing of **yours** and **your relative's** while
 2300 contained in any locker when **you** or **your relative** is playing golf.
 2301 Golf balls are covered only against loss by
 2302 a. fire; or
 2303 b. theft, if physical evidence of forced entry into the locker, room or structure exists.
 2304 3. Musical Instruments: If musical instruments are covered, **you** agree that loss to scheduled property while **you** or any **insured** is
 2305 using that property for **business** purposes will not be paid.
 2306 4. Postage Stamps or Rare and Current Coin Collection – Unscheduled Property Only: If a stamp or a coin collection that is not
 2307 specifically scheduled is covered, in the event of loss or damage, the amount payable will be determined as follows:
 2308 a. **We** will not be liable for more than the **market value** of the property at the time of loss, but not more than \$1,000 on
 2309 unscheduled numismatic property and not more than \$250 for any one stamp, coin, or other individual article or any one pair,
 2310 strip, block, series, sheet, cover, frame, or card.
 2311 b. **We** will not be liable for a greater proportion of any loss on property not specifically scheduled than the total sum **insured** on
 2312 such unscheduled property bears to the **market value** at the time of loss.
 2313 5. Loss Clause: The amount of insurance under this coverage will not be reduced except for total loss of a specifically scheduled
 2314 item. Any unearned premium that applies to such item will be refunded to **you** or applied to the premium due on item(s)
 2315 replacing those on which the claim was paid.
 2316 6. Parts: In case of loss or damage to any part of property covered, consisting of several parts when complete, **we** will pay only for
 2317 the value of the part lost or damaged.
 2318 7. Territorial Limits: **We** cover the described property wherever it may be located with the exception of Fine Art(s). **We** cover
 2319 described Fine Art(s) only while within the United States and Canada.

2320 For the purposes of coverage under this Option only, the following Condition replaces 2. SETTLEMENT AND VALUATION, in
 2321 CONDITIONS – SECTION I of **your** policy:

2322 2. SETTLEMENT AND VALUATION

- 2323 a. If the Information Page(s) states that Actual Cash Value applies, then the most **we** will pay will be the lesser of:
 2324 (1) The difference in **market value** before and after the loss;
 2325 (2) The limit of liability as scheduled on the Information Page(s);
 2326 (3) The amount of the **insured's** insurable interest in the property; or
 2327 (4) Any applicable coverage limitation on the property as set forth in this policy.
 2328 b. If the Information Page(s) states Replacement Cost, applies, then, until **you** complete repair or replacement of the damaged
 2329 or stolen property, the most **we** will pay will be the lesser of:
 2330 (1) The difference in **market value** before and after the loss;
 2331 (2) The limit of liability which pertains to the coverage;
 2332 (3) The amount of the **insured's** insurable interest in the property; or
 2333 (4) Any applicable coverage limitation on the property as set forth in this policy.
 2334 If **you** complete repair or replacement of the damaged or stolen property and make a repair or replacement cost claim within
 2335 180 days of the original loss settlement, then **we** will pay the lesser of:
 2336 (1) The amount required, as determined by **us**, to repair or replace the damaged or stolen property;
 2337 (2) The amount it would take, as determined by **us**, to repair or replace the damaged or stolen property, with like kind and
 2338 quality but not necessarily identical or matching materials; or
 2339 (3) The limit of liability.

2340 Unless stated otherwise within this Option, coverage for repair or replacement will not include payment to replace
 2341 undamaged portions of property and will not include payment for any difference in value due to replacement materials that
 2342 are not identical to, or an exact match to, undamaged materials.

- 2343 c. If **you** have a partial loss caused by fire, then **you** have an option to have **us** repair the property, the cost not to exceed the
2344 amount written in the policy, so that the property shall be in as good a condition as before the fire.
2345 d. Under any valuation method, the cost to repair or replace is determined by **us**, based on **our** knowledge of the prices
2346 charged by repair or replacement facilities. To aid **us** in determining the cost to repair or replace, **we** may utilize any one or
2347 more of the data bases, appraisal tools, and other methods commonly used in the insurance industry to determine the prices
2348 charged by repair or replacement facilities.
2349 e. In respect to a loss of or damage to a pair or set, **we** may repair or replace any part of the pair or set to restore it to its value
2350 before the covered loss, or **we** may pay the difference between the **market value** of the property before and after the
2351 covered loss.
2352 Total loss, as determined by **us**, to any article(s) of Fine Art(s) or to an article(s) of Fine Art(s) that is part of a pair or set, will
2353 be handled per the Fine Art(s) paragraph above in this CONDITIONS section.
2354

2355 **OPTION T – FARM CARGO OPTION**

2356
2357 When Option T is shown on the Information Page(s) it provides coverage for **your** legal liability as a common or contract carrier
2358 under tariff documents, bills of lading, or shipping receipts issued by **you** for sudden, accidental, and direct loss to **farm products** in
2359 transit, while loaded for shipment in or on any **motor vehicle(s)** owned by **you** and operated by an **insured** anywhere within the
2360 continental United States (except Alaska) and Canada. Losses occurring elsewhere will not be covered under this Option.
2361

2362 For the purposes of this Option only, the definition of **motor vehicle** in DEFINED WORDS is replaced with the following:

2363 **Motor vehicle** – means:

- 2364 1. A motorized land vehicle designed for travel on public roads and which can be registered and licensed for operation on US
2365 highways. This includes vehicles which with acceptable modifications could pass safety inspections and be registered for
2366 operation on all public roads and US highways.
- 2367 2. A motorized land vehicle subject to motor vehicle registration.
- 2368 3. A trailer or semi-trailer designed for travel on public roads.
- 2369 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper, home, or utility trailer not being towed by or
2370 carried on a vehicle included in 1. or 2. is not a **motor vehicle**. A utility trailer is any trailer that may be used for more than
2371 one use.
2372

2373 **LIMITS OF LIABILITY**

2374 **Our** liability for covered loss to shipments while loaded in or on any one **motor vehicle** will not exceed the amount shown on the
2375 Information Page(s) for Option T, for each **motor vehicle**.
2376

2377 **Our** aggregate limit of liability for all covered losses resulting from any one **occurrence** will not exceed the amount shown on the
2378 Information Page(s) for Option T, for each **occurrence**.
2379

2380 **ADDITIONAL EXCLUSIONS**

2381 In addition to the exclusions in EXCLUSIONS – SECTION II this policy does not cover:

- 2382 1. Loss or damage to any shipment in or on any **motor vehicle** under **your** or any **insured's** control after such **motor vehicle** has
2383 remained at any dock, depot, station, or terminal for more than seventy-two (72) hours after arrival of the **motor vehicle** at such
2384 location.
- 2385 2. Loss caused by **your** neglect or the neglect of any **insured** to use all reasonable means to save and preserve the property at
2386 and after any covered loss.
- 2387 3. Loss caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or
2388 persons taking part in any such occurrence or disorder.
- 2389 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.
- 2390 5. Loss of or injury to **livestock**, except against accident causing death or rendering death necessary.
- 2391 6. Freight charges, except such charges that were earned prior to the acceptance of the shipments insured under this Option and
2392 for which **you** are legally liable.
- 2393 7. Loss caused by shifting of load, poor packing or rough handling, for loss caused by breakage or by contact with oil or grease or
2394 any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being spotted,
2395 discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.
- 2396 8. Breakage of eggs.
- 2397 9. Collision caused:
 - 2398 a. By coming in contact with any portion of the roadbed.
 - 2399 b. By striking the rails or ties of a railroad or railway.
 - 2400 c. By coming in contact with any stationary object in backing for loading or unloading purposes.
 - 2401 d. By the coming together of truck and trailer during coupling or uncoupling.
 - 2402 e. By collision of the covered property with another object while in the ordinary course of transportation.
- 2403 10. All claims for loss, damage, or expense by wear and tear from ordinary handling due to the mode of transportation.
2404 Exclusion #16 under EXCLUSIONS – SECTION II does not apply to coverage provided under Option T – FARM CARGO
2405 OPTION only.
2406

2407 **ADDITIONAL CONDITIONS**

2408 The following conditions are added to **your** policy for this Option.

2409 1. **SUBSTITUTION CLAUSE**

2410 If any motor vehicle owned by you is withdrawn from normal use because of sale, breakdown, repair, loss, or destruction, the
2411 limit of liability applying to such motor vehicle under this Option will apply to any other motor vehicle operated by an insured and
2412 substituted for such motor vehicle, provided the substitution is reported to us as soon as practicable and additional premium is
2413 paid thereon as required by us. However, no claim will be denied based upon your failure to provide notice, unless this failure
2414 operates to prejudice the rights of us, as per Missouri regulation 20CSR100-1.020.
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2. REIMBURSEMENT

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

3. STATUTORY ENDORSEMENTS

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

4. INSPECTION OF RECORDS

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

OPTION U – CUSTOM FARMERS EQUIPMENT OPTION

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

COVERAGE E – FARM PERSONAL PROPERTY

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

We do not cover with respect to Coverage E:

2. **Machinery:**

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

EXCLUSIONS – SECTION II

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

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

OPTION V – SPECIAL LOSS SETTLEMENT

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

OPTION W – REBUILDING CLAUSE

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

OPTION X – ADDITIONAL INSURED - PREMISES ONLY

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

SECTION I

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

The level of coverage and settlement options provided to **you** for Section I coverages 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.

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SECTION II

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

- a. by **you**;
- b. by an **insured** acting on **your** behalf; or
- c. by the Additional Insured's own actions or lack of actions while acting on **your** behalf with **your** knowledge and consent; and which arises out of activities occurring in conjunction with **your** ownership, maintenance or use of the **insured premises**, only.

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

OPTION Y – ADDITIONAL INSURED – GENERAL

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

SECTION I

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

The level of coverage and settlement options provided to **you** for Section I coverages will apply to the Additional Insured and their **relatives**, 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 other terms of this Option and **your** policy, the person(s) listed under Option Y, and their **relatives**, will be an **insured** under Coverage F Liability.

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

OPTION Z – WEIGHT OF ICE, SNOW, OR SLEET

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

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

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

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

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

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

Equine – means horses, donkeys, and mules.

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

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

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

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

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

2562 Subject to all terms within this endorsement, **we** agree that coverage is provided for death, injury, and theft of **equine** in the care,
2563 custody, and control of an **insured**. Coverage is also extended to provide **bodily injury** and **property damage** for liability arising
2564 out of the use and occupancy of the **insured premises** to board, breed, or train **equine**.
2565

2566 This coverage is subject to the Annual Aggregate Limit and the Per **Equine** Limit shown in this endorsement. Also, this coverage is
2567 subject to all the exclusions and conditions otherwise applicable to Section II – Personal Liability unless amended by the terms of
2568 this endorsement.
2569

2570 This coverage for the boarding of **equine** in the care, custody, and control of an **insured** applies only:

- 2571 1. To death, injury, or theft of **equine you** do not own in **your** care, custody, and control for which **you** are legally liable; and
2572 2. While the **equine** are at an **insured premises** or are temporarily in transit to or from an **insured premises** for purposes of
2573 breeding, veterinarian services, **training**, showing, or boarding and arising from the negligence of the **insured**.
2574

2575 ADDITIONAL EXCLUSIONS

2576 In addition to the exclusions in EXCLUSIONS – SECTION II of **your** policy **we** do not cover:

- 2577 1. Mysterious disappearance of **equine**.
2578 2. Death, injury, or theft of **equine** caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
2579 a. An **insured**;
2580 b. Others who have an interest in the **equine**;
2581 c. Others to whom **you** entrust the **equine**;
2582 d. **Your** partners, officers, directors, trustees, executors, administrators, joint venturers, members, or managers if **you**
2583 are a partnership or joint venture, limited liability company, limited liability partnership, Corporation, Trust or other
2584 entity; or
2585 e. The **farm employee** of (a), (b), (c), or (d) above, whether or not they are at work.
2586 3. Death, injury, or theft of **equine** used for any purpose not intended by the owner.
2587 4. Death, injury, or theft of **equine** due to seizure or destruction under quarantine, customs regulations, confiscation of
2588 contraband, or illegal transportation or trade.
2589 5. Death or injury of **equine** arising out of professional care or treatment by veterinarians, veterinary assistants, farriers, or
2590 any person providing veterinary care or medication.
2591 6. Liability assumed by an **insured** under a contract or agreement;
2592 7. Death, injury, or theft of **equine** that occurs in the course of transportation by air or water.
2593 8. Theft of **equine** due to unauthorized instructions to transfer **equine** to any person or to any place.
2594 9. Theft of **equine** due to voluntary parting with possession of **equine** if **you** or any other **insured** is induced to do so by trick,
2595 scheme, or device or through fraud or false pretense.
2596 This includes but is not limited to the acceptance of:
2597 a. Counterfeit money or fraudulent post office or express money orders;
2598 b. Checks or promissory notes that are not paid upon presentation; or
2599 c. Credit cards that are illegally obtained and/or used;
2600 10. Loss of earnings or projected future income.
2601 11. **Bodily injury** to any employee injured arising out of and in the course of employment for the **equine** activities.
2602 12. **Bodily injury** or **property damage** arising from any stated or implied warranty associated with the products or services provided
2603 by the **equine** operations.
2604 13. **Property damage** to products sold by the **equine** operations.
2605 14. **Bodily injury** or **property damage** due to **equine** being ridden in any prearranged race or competitive speed contest, or
2606 preparation for a race or speed contest whether the race or speed test has ended before the **bodily injury** or **property damage**
2607 occurs.
2608 15. **Bodily injury** or **property damage** arising out of hauling **equine** for hire; however, transportation incidental to boarding or
2609 breeding these boarded **equine** is covered, subject to all other terms of this policy.
2610 16. **Bodily injury** or **property damage** for which any **insured** is obligated to pay as a result of giving **riding** lessons.
2611 17. **Bodily injury** to any person who receives remuneration from any **insured** while practicing for or participating in any club meets,
2612 races, or other contests.
2613 18. **Bodily injury** or **property damage** arising out of **riding** instruction, rental **equine**, or rodeos.
2614 19. **Bodily injury** or **property damage** arising out of **equine** sales or auctions, veterinary stables, dude ranches, and **racing**
2615 stables.
2616 20. **Bodily injury** or **property damage** due to **equine** being ridden without **your** permission.
2617

2618 Exclusion #16 under EXCLUSIONS – SECTION II does not apply to coverage provided under Option AB – Equine Business
2619 Liability Coverage only.
2620

2621 AGGREGATE PER EQUINE LIMIT

2622 An Annual Aggregate of \$25,000 is the most **we** will pay for death, injury, or theft of all **equine** for each consecutive 12-month
2623 period beginning with the inception date of this endorsement.
2624

2625 The Annual Aggregate limit also applies separately to any remaining policy period of less than 12 months.
2626

2627 A Per **Equine** Limit of \$5,000, subject to the Annual Aggregate Limit, is the most **we** will pay for the death, injury, or theft of a
2628 single **equine**.
2629

2630 Any insurance **we** provide under this coverage shall be excess over any other similar collectible insurance, whether primary,
2631 excess, or contingent for non-owned **equine** under the care, custody, and control of an **insured**.
2632

2633 CONDITIONS – SECTION II

2633 With respect to the coverage provided by this option, the following additional conditions are added:
2634

2635 NORMAL HEALTH

2636 **You** agree that **equine** in **your** care, custody, and control are in normal health and are not receiving veterinary care for any illness,
2637 disease, lameness, injury or physical disability.

2638 VETERINARY TREATMENT

2639 If **equine** in **your** care, custody, and control are injured, **you** agree to immediately:

- 2640 1. Secure the services of a licensed veterinarian to treat the injury;
2641 2. To give the proper care to the **equine**; and
2642 3. To use every possible means to save the **equine**.

2643 Any expenses incurred in securing veterinary treatment and in giving proper care to the **equine** are solely **your**
2644 responsibility.

2645 DEATH OF EQUINE

2646 **You** agree to have two postmortem exams conducted by qualified veterinary surgeons immediately upon the event of death of
2647 **equine** in **your** care, custody, and control. Any postmortem or related expenses incurred are solely **your** responsibility.

2649 **OPTION AC – ACTUAL CASH VALUE ROOF DAMAGE SETTLEMENT**

2650

2651 When Option AC is shown on the Information Page(s), any covered loss to the roof of the **dwelling** or other structure listed on the
2652 Information Page(s), as having Option AC, will be on an Actual Cash Value (ACV) basis as stated in paragraph 2.a. of SETTLEMENT
2653 AND VALUATION, in CONDITIONS – SECTION I.

2654

2655 **OPTION AD – IDENTITY THEFT EXPENSE COVERAGE**
2656 **AND RESOLUTION SERVICE**

2657

2658 When Option AD is shown on the Information Page(s) the following applies:

2659

2660 DEFINED WORDS

2661 With respect to the Provisions of this endorsement only, the following defined words are added:

2662 **Identity Theft** – means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured**
2663 with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a
2664 felony under any applicable state or local law.

2665 **Advocate** – means a third party expert retained by **us** to help an **insured** to resolve the fraudulent use of their personal information
2666 and to restore it to pre-incident status. This help may include contacting credit reporting agencies, credit grantors, collection
2667 agencies, and governmental agencies. Such contacts will take place with the permission and cooperation of the **insured**.

2668 **Advocacy Service** – As an added value, **we** will provide access to **identity theft** resolution services by an **advocate** at no
2669 additional premium or cost to the policyholder. This service is not an insurance product and does not reimburse expenses or
2670 losses to the policyholder. This service will help victims to notify the appropriate authorities, track and monitor their credit files, and
2671 work with grantors of credit until the problem is resolved. **We** reserves the right to change the providers of these services at its
2672 sole discretion.

2673 **Account Takeover** - is defined as the use of another person's accounts by an unauthorized third party.

2674 **Proactive Inquiry** – is defined as the **insured** experiencing an event which places him or her at greater risk of **identity theft**
2675 including but not limited to lost or stolen wallet, stolen financial records, or receipt of a third party notice of security breach or
2676 database compromise.

2677

2678 **Expenses** – mean:

- 2679 1. Costs for notarizing affidavits or similar documents attesting to **identity theft** required by financial institutions or similar credit
2680 grantors or credit agencies.
2681 2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantors related to
2682 **identity theft**.
2683 3. Lost income resulting from time taken off work to complete **identity theft** affidavits, meet with or talk to law enforcement
2684 agencies, credit agencies, and/or legal counsel related to same, up to a maximum payment of \$200 per day. Total payment for
2685 all lost income under this coverage is not to exceed \$5,000.
2686 4. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender
2687 received incorrect credit information due to **identity theft**.
2688 5. Reasonable attorney fees incurred as a result of **identity theft** to;
2689 a. Defend lawsuits brought against an **insured** by merchants, financial institutions, or their collection agencies;
2690 b. Remove any criminal or civil judgments wrongly entered against an **insured**; and
2691 c. Challenge the accuracy or completeness of any information in a consumer credit report.
2692 6. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit
2693 grantors, or credit agencies to report or discuss an actual **identity theft**.

2694

2695 IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE

2696 **We** will provide **advocacy service** and **identity theft** expense reimbursement coverage provided:

- 2697 1. The **insured** has experienced an **identity theft**; and
2698 2. Such **identity theft** is first discovered by the **insured** during the policy period for which the Identity Theft Expense Coverage and
2699 Resolution Service applies; and
2700 3. Such **identity theft** is reported to **us** within 60 days after it is first discovered by **you**. Failure of the **insured** to report identity
2701 theft and to provide the information requested concerning such identity theft within 60 days of **our** request may result in the
2702 denial of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of such
2703 notice.

2704 **We** do not warrant that **our** services or coverage will end, resolve, or solve all problems associated with an **identity theft**. **We** do
2705 not warrant that **our** services or coverage will prevent future **identity theft**.

2706

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2708 LIMITS OF LIABILITY FOR THIS COVERAGE

2709 **Identity Theft Expense Reimbursement Coverage**

2710 **We** will pay up to \$25,000 for necessary and reasonable **expenses** incurred by an **insured** as the direct result of any one **identity**
2711 **theft** just discovered or learned of during the policy period provided the **insured** utilizes the advocacy-guided resolution services
2712 part of this coverage.

2713
2714 Any acts or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others
2715 against an **insured**, is considered to be one **identity theft**, even if a series of acts continues into a subsequent policy period.
2716 This coverage is additional insurance. No deductible applies to this coverage.

2717
2718 **Advocacy Service**

2719 This service is available as needed for any one **identity theft** for up to twelve (12) consecutive months from the inception of service.
2720 Expenses **we** incur to provide **advocacy service** do not reduce the limit of liability available for Identity Theft Expense
2721 Reimbursement Coverage.
2722 No deductible applies to this service. This service is available for **account takeover**, **identity theft**, and/or **proactive inquiry**.

2723
2724 **EXCLUSIONS**

2725 In addition to all other exclusions in **your** policy, the following exclusions apply to this coverage:

2726 **We** do not cover:

- 2727 1. **Identity theft** loss arising out of or in connection with a **business**.
- 2728 2. **Identity theft** loss of a professional or **business** identity.
- 2729 3. **Expenses** incurred due to any fraudulent, dishonest, or criminal act by an **insured**, or any person aiding or abetting an **insured**,
2730 or by any authorized representative of an **insured**, whether acting alone or in collusion with others.
- 2731 4. Loss other than **expenses**.
- 2732 5. An **identity theft** by or with the knowledge of any relative or former relative of the **insured** unless the **insured** is willing to file a
2733 police report and FTC Affidavit and will cooperate with prosecutorial action against the perpetrator.
- 2734 6. An **identity theft** first discovered by the **insured** prior to or after the period for which this coverage applies.
- 2735 7. An **identity theft** that is not reported to the police.
- 2736 8. **Identity theft** loss presented by a **farm employee**.
- 2737 9. **Identity theft** loss to individuals and entities shown as an Additional Insured.

2738
2739 **COVERAGE UNDER TWO OR MORE PARTS**

2740 If **we** provide an **insured** with **advocacy service**, **we** reserve the right to review, limit, reduce and/or possible deny a claim for
2741 Identity Theft Expense reimbursement coverage arising from the same event.

2742
2743 **COMPUTER SECURITY**

2744 Each **insured** has the responsibility to use and maintain security for his/her computer system. This includes the use of personal
2745 firewalls and anti-virus software. This includes the proper disposal of used diskettes, CDs, hard drives, and other media used for
2746 storage of data and records.

2747
2748 **ADDITIONAL CONDITION**

2749 The following condition is added to **your** policy with respect to coverage provided by this option:

- 2750 • What **you** shall do in case of loss;
2751 The following is added:
2752 Send to **us**, within sixty (60) days after **our** request, receipts, bills, or other records that support **your** claim for **expenses** under
2753 **identity theft** coverage. Failure of the **insured** to provide the information within the specified time period may result in the denial
2754 of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of such
2755 notice.

2756
2757 All definitions, duties, exclusions, limitations, general provisions, and conditions in **your** policy apply unless specifically
2758 modified by this Option.

2759
2760 **OPTION AE – REDUCING PROPERTY DEDUCTIBLE**

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

2763
2764 The deductible amounts shown on the Information Page(s) for Coverage A – Dwelling, Coverage B – Other Structures, Coverage C
2765 – Personal Property and Coverage E – Farm Personal Property will be reduced by \$100 after the policy has been continuously in
2766 effect for twelve (12) months provided that no loss payment of any kind has been made by **us** during this twelve (12) month period.
2767 A further reduction of \$100 of the deductible amount will be given for each consecutive twelve (12) month policy period where no
2768 loss payment is made, effective beginning at 12:01 a.m. on the next anniversary date following such period. In no event will the
2769 deductible be less than zero for any coverage part.

2770
2771 In the event of any loss payment by **us**, the deductible originally shown on the Information Page(s) will be reinstated with respect to
2772 any subsequent loss(es) at the next renewal date.

2773
2774 If two or more of the following coverages are involved in any one loss, only the largest applicable deductible will be applied:
2775 Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal Property, or Coverage E – Farm Personal
2776 Property.

2777
2778 **OPTION AF – ELITE COVERAGE**

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2780 When Option AF is shown on the Information Page(s), **your** policy is amended as follows:

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

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

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

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

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

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

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

We will not pay:

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

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

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

The following Supplementary Coverage – Section I is hereby added:

- Lock Replacement Coverage

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

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

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

2. DAMAGE TO PROPERTY OF OTHERS

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

OPTION AG – INCREASE RENTERS BUILDING ADDITIONS AND ALTERATIONS

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

OPTION AH – CONDOMINIUM OWNERS ADDITIONS AND ALTERATIONS

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

OPTION AI – ADDITIONAL INSURED MACHINERY LIENHOLDERS/LESSORS

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

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.

2854
2855 **OPTION AJ – FLAT ROOF RESTRICTION**
2856

2857 When Option AJ is shown on the Information Page(s) the following section of the policy is amended as follows:
2858

2859 **SECTION I**

2860 **GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION**
2861

2862 23. Water damage, meaning: (Sub-paragraph d. is added)
2863

- 2864 d. Water, rain, ice, sleet or snow which exerts pressure on, or flows, seeps or leaks through any portion of any flat roof, or
2865 where any wall, roof, chimney, or other part or portion of the building, adjoins the flat roof, unless the direct force of a Level
2866 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
2867 a pitch of 2/12 or less.

2868 Except for the addition of sub-paragraph d. to exclusion 23. as noted above in this option, all other terms of exclusion 23. in
2869 SECTION I - GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION of **your** policy remain the same.
2870

2871 **OPTION AK – PRODUCTS/COMPLETED WORK COVERAGE**
2872

2873 When Option AK is shown on the Information Page(s) of **your** policy **you** have this coverage for the business or businesses shown
2874 with this Option.
2875

2876 Subject to the terms of this Option and all other terms of **your** policy, Products/Completed Work Coverage provides coverage for
2877 **bodily injury** or **property damage** arising out of **your products** after physical possession of the products has been relinquished to
2878 others, and for **bodily injury** or **property damage** arising out of **your completed work**. This Option does not provide coverage for
2879 the products or completed work of subcontractors or any other parties, except your employees hired full or part-time in the business
2880 shown with this Option. The **bodily injury** or **property damage** arising out of either **your products** or **your completed work** must
2881 occur away from the **insured premises** and away from any premises **you** own, rent, or control that is not an **insured premises**.
2882

2883 This insurance only provides coverage for **bodily injury** or **property damage** that results from an **occurrence** covered by this
2884 policy.
2885

2886 **ADDITIONAL DEFINED TERMS**

2887 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy;

2888 **Your Work** – means:

- 2889 1. Work or operations performed by **you** or any **insured** or on **your** behalf by **your** employees hired full or part-time in the
2890 business shown with this Option; and
2891 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

2892 **Your work** includes:

- 2893 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;
2894 b. providing or failing to provide warnings or instructions; and
2895 c. the loading or unloading of a vehicle by any **insured** which is not
2896 owned or operated by **you**.
2897

2898 **Your Completed Work** means **your work** at the earliest of the following times:

- 2899 1. When all work specified in **your** contract has been completed;
2900 2. When all the work to be done at a job site has been completed if **your**
2901 contract specifies work at more than one job site; or
2902 3. When that part of the work at a job site has been put to its intended use by any person or organization other than another
2903 contractor or subcontractor working on the same project

2904 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which
2905 is otherwise complete, will be deemed completed. **Your completed work** does not include **your work** that has been
2906 abandoned.
2907

2908 **Your Products** – means:

- 2909 1. Goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others trading under
2910 **your name**, or a person or organization whose business or assets **you** have acquired.

2911 **Your products** include:

- 2912 a. Warranties or representations made at any time regarding the quality,
2913 fitness, durability, performance, or use of **your products**;
2914 b. Containers (other than vehicles), materials, parts, or equipment
2915 furnished in connection with **your products**; and
2916 c. **Your**, or those acting on **your** behalf, providing or failing to provide
2917 warnings or instructions.

2918 **Your Products** does not include:

- 2919 a. Real property;
2920 b. Property rented to or located for the use of others but not sold,
2921 including, but not limited to, vending machines; and
2922 c. **Farm products**.
2923

2924 **Impaired property** - means:

2925 Tangible property, other than **your product** or **your work**:

- 2926 1. that is less useful or no longer usable because:

- 2927 a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or
2928 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of
2929 a contract or agreement; and
2930 2. which can be restored by
2931 a. the repair, replacement, adjustment or removal of **your product** or
2932 **your work**; or
2933 b. **your** fulfillment of the terms of the contract or agreement.
2934
2935

2936 AMENDED EXCLUSIONS

2937 For the purposes of coverage under this Option AK, only, and subject to all other terms of this Option:

2938 I. Exclusion number 14 under EXCLUSIONS – SECTION II of **your** policy is replaced with the following:

2939 14. Liability assumed under, or arising out of, or in any way resulting from:

- 2940 a. any oral or written contract or agreement;
2941 b. any stated or implied warranties or representations associated with
2942 any products or services provided by any **insured**;
2943 except as provided under Option AK.
2944

2945 II. If **your** Information Page(s) shows Option I, J, and/or M, the exclusion found in such Option(s) stating:

- 2946 • **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a
2947 defect, deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of
2948 the products has been relinquished to others.
2949

2950 does not apply to **your completed work** or **your products** for the business pursuits of the business shown with this Option AK.
2951

2952 ADDITIONAL EXCLUSIONS

2953 In addition to all exclusions found in Exclusions – Section II of **your** policy and all other provisions of this Option:

2954 There is no coverage for:

- 2955
- 2956 • **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in
2957 the care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any
2958 employees or volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators,
2959 executors or trustees if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.
 - 2960 • **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of
2961 those premises.
 - 2962 • **Property damage** to that particular part of real property on which **you** or any contractors, subcontractors, or anyone else
2963 working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those
2964 operations;
 - 2965 • **Property damage** to that particular part of any property that must be restored, repaired, or replaced because **your work**
2966 was incorrectly performed on it.
 - 2967 • **Property damage** to **your products** if the damage arises out of **your products** or their parts.
 - 2968 • **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
 - 2969 • **Property damage** to **impaired property** or property that has not been physically injured, arising out of:

2970 1. A defect, deficiency, inadequacy or dangerous condition in **your product** or
2971 **your work**; or
2972

2973 2. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract
2974 or agreement in accordance with its terms.
2975

2976 This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your**
2977 **product** or **your work** after it has been put to its intended use.

- 2978 • **Bodily injury** or **property damage** arising out of:
2979 1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or
2980 operated by **you** and that was created by any **insured's** loading or unloading of the vehicle;
2981 2. The presence of tools, uninstalled equipment, or abandoned or unused materials;
- 2982 • Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of the loss of use,
2983 disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your work**, **your**
2984 **products**, or **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or
2985 recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency,
2986 or unsafe condition in **your work**, **your products**, or **impaired property**. This applies whether the withdrawal or recall is
2987 voluntary or mandatory.
- 2988 • **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
2989 1. contributing to or causing the intoxication of a person;
2990 2. the furnishing of alcoholic beverages to a person under the
2991 influence of alcohol or under the legal drinking age; or
2992 3. a statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
2993 This exclusion applies only if **you** or any **insured**:
2994 a. manufacture, distribute, or sell alcoholic beverages;
2995 b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for
2996 business purposes or profit; or
2997 c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.
- 2998 • Damages awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) or
awarded under any law or regulation pertaining to that Act.

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LIMITS OF LIABILITY

For the purposes of this Option, whether **you** have one business or multiple businesses listed with this Option on the Information Page(s) of **your** policy, the limit of liability for all damages covered by this Option will not exceed the limit of liability shown for Coverage F on **your** Information Page for any one **occurrence** nor twice (two times) the amount of the limit of liability shown for Coverage F on **your** Information Page for all damages covered by this Option from all **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

OTHER INSURANCE

Subject to all terms of this policy, if more than one policy, Information Page/Declaration, and/or Option/Endorsement applies to a covered loss, regardless of who issues the policies or to whom the policies are issued, the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability and **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of all liability of this coverage bears to the total of all coverage applicable to the covered loss.

OPTION AL – Farm and Farm-Related Business INCOME AND/OR EXTRA EXPENSE COVERAGE

When Option AL - FARM AND FARM-RELATED BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE is shown on the Information Page(s) of **your** policy, the following applies:

DEFINED WORDS

The following defined words are added to **your** PROTECTOR insurance policy:

Business Income means the sum of:

1. **Net Income** (Net Profit or Loss before income taxes) that would have been earned or incurred from **your operation(s)** described on the Information Page(s); and
2. Continuing normal operating expenses incurred, including payroll and interest, necessary to resume **operation(s)** with the same quality of service and efficiency that existed just before the direct physical loss or damage; had the covered loss not occurred. **Business income** includes **rental value**.

Extra Expense means actual and necessary expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered peril. **Extra expense** includes expenses to resume normal **operation(s)** at the **insured premises**, at a replacement premises or at a temporary location including relocation expenses and costs to equip and operate the replacement location or temporary location. **Extra expense** includes costs to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under **business income** loss.

Finished Stock means stock **you** have manufactured.

Net Income means net profit or loss before income taxes.

Operation(s) means **your farm** and/or farm-related **business** activities shown for Option AL – Farm and Farm-Related Business Income and/or Option AL – Farm and Farm-Related Extra Expense on **your** Information Page(s) and occurring at the **insured premises**.

Period of Restoration means the period of time that:

1. Begins on the date of direct physical loss or damage to covered property caused by or resulting from a covered peril at the **insured premises**; and
2. Ends on the earlier of:
 - a. The date when **we** deem the damaged property can be expected, with reasonable speed, to be repaired, rebuilt or replaced with property of similar kind and quality; or
 - b. The date when business is resumed at a new permanent location; or
 - c. Twelve (12) months from the date of loss

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair of any property; or
- (2) Requires the tearing down of any property; or
- (3) Requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- (4) Requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of
 - i. dust, noise, or unsightliness arising from farming;
 - ii. odor from **livestock** or **livestock** waste; or
 - iii. **livestock** waste run off or spills.

The expiration date of this policy will not cut short the **period of restoration**.

Rental Value means the amount of rent **you** would have received from tenant occupancy of an Other Structure described in the Description of Structures section of the Information Page(s), less the charges and expenses that do not continue during the **period of restoration**.

A. COVERAGE

1. If the Information Page(s) shows Option AL – FARM OR FARM-RELATED BUSINESS INCOME, **we** will, on losses covered by **your** policy, pay for the actual loss of **business income you** sustain due to the necessary suspension of **your operation(s)** during the **period of restoration**. The suspension must be caused by a covered peril which causes direct physical loss of or damage to property covered under Coverage B – Other Structures or Coverage E – Farm Personal Property **machinery** of **your** policy.

We will not pay the **rental value** for any Coverage B structure or that portion of a structure held for rental if it has not been occupied within 180 days prior to the loss.

2. If the Information Page(s) shows Option AL – FARM OR FARM-RELATED BUSINESS EXTRA EXPENSE, **we** will, on

3072 losses covered by **your** policy, pay for the actual and necessary **extra expense you** incur during the **period of**
3073 **restoration**. The **extra expense** must be caused by a covered peril which causes direct physical loss or damage to
3074 property covered under Coverage B – Other Structures or Coverage E – Farm Personal Property **machinery of your**
3075 policy.
3076

3077 **B. ADDITIONAL COVERAGES**

3078 These Additional Coverages do not increase the Amount of Insurance shown on the Information Page for Option AL – Farm and
3079 Farm-Related Business Income and/or Extra Expense.

3080 1. Civil Authority

3081 **We** will pay for the actual loss of **business income** or **extra expense you** sustain caused by action of civil authority that
3082 prohibits access to the **insured premises** due to direct physical loss of or damage to property at a neighboring premises,
3083 caused by or resulting from a covered peril under this policy.
3084

3085 This coverage will apply for a period of up to three consecutive weeks from the date on which the coverage begins but only
3086 while access is actually prohibited.
3087

3088 2. Extended Business Income

3089 a. Business Income Other Than Rental Value

3090 If the necessary suspension of **your operation(s)** produces a **business income** loss payable under this Option AL – Farm
3091 and Farm-Related Business Income, **we** will pay for the actual loss of **business income you** incur during the period that:

3092 (1) Begins on the date property (except **finished stock**) is actually repaired, rebuilt or replaced and **operation(s)** are
3093 resumed; and

3094 (2) Ends on the earlier of:

3095 (i) The date **we** deem **you** could restore **your operation(s)**, with reasonable speed, to the condition that would
3096 have existed if no direct physical loss or damage had occurred; or

3097 (ii) Thirty (30) consecutive days after the date determined in a.(1) above; or

3098 (iii) Twelve (12) months after the date of loss.

3099 However, Extended Business Income does not apply to loss of **business income** incurred as a result of unfavorable
3100 business conditions caused by the impact of the covered loss in the area where the **insured premises** are located.

3101 Loss of **business income** must be caused by direct physical loss or damage to covered property at an **insured**
3102 **premise** caused by or resulting from a covered peril.

3103 b. Rental Value

3104 If the necessary suspension of **your operation(s)** produces a **rental value** loss payable under this Option AL – Farm and
3105 Farm-Related Business Income, **we** will pay for the actual loss of **rental value you** incur during the period that:

3106 (1) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

3107 (2) Ends on the earlier of:

3108 (i) The date **we** deem **you** could restore tenant occupancy, with reasonable speed, to the level which would have
3109 generated the **rental value** that would have existed if no direct physical loss or damage had occurred; or

3110 (ii) Thirty (30) consecutive days after the date determined in b.(1) above; or

3111 (iii) Twelve (12) months after the date of loss.

3112 However, Extended Business Income does not apply to loss of **rental value** incurred as a result of unfavorable
3113 business conditions caused by the impact of the covered loss in the area where the **insured premises** are located.

3114 Loss of **rental value** must be caused by direct physical loss or damage to covered property at an **insured premise**
3115 caused by or resulting from a covered peril.
3116

3117 **C. ADDITIONAL EXCLUSIONS**

3118 For purposes of coverage under this Option only, the following exclusions are in addition to those found in the SECTION I –
3119 GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION section of **your** PROTECTOR insurance
3120 policy. **We** will not pay under this Option AL – Farm and Farm-Related Business Income and/or Extra Expense for any loss
3121 directly or indirectly caused by, arising out of, contributed to, or aggravated by any of the following regardless of any other
3122 causes or events that contribute concurrently or in any other sequence to the loss:

3123 1. Volcanic eruption, explosion or effusion, unless it results in a peril **we** insure against

3124 2. Failure of utility or communication services, unless the failure results in a peril **we** insure against.

3125 3. Waterborne material carried or otherwise moved by any means of water.

3126 4. Electrical breakdown, or loss from electrical, magnetic or electromagnetic energy that interferes with any electrical or
3127 electronic wire, board, device appliance, system or network utilizing electrical, cellular or satellite technology, except loss
3128 resulting from fire following is covered.

3129 5. Delay to, loss of use of, or loss of, market.

3130 6. Dampness or dryness of the atmosphere, or any other weather conditions not otherwise covered by **your** policy.

3131 7. Changes in, or extremes of, temperature.

3132 8. Voluntary parting with any property by **you** or anyone **you** have entrusted the property whether induced to do so by any
3133 fraudulent scheme, trick or false pretense.

3134 9. Water damage to any personal property, farm personal property, or business personal property, in the open.

3135 10. Damage or destruction of **finished stock** or the time required to reproduce **finished stock**.

3136 11. Increase in loss due to interference by strikers or other persons at the **insured premises** which delays rebuilding,
3137 repairing or replacing damaged property or which delays resuming **your operation(s)**.

3138 12. Increase in loss due to suspension, lapse or cancellation of any license, lease, or contract.

3139 13. Expenses to extinguish a fire.

3140 14. Any loss arising out of the exposure of any farm building, machinery, equipment, or supplies to contamination by disease.

3141 15. Business income loss arising out of direct physical loss of or damage to **livestock, grain and feed**, or growing crops.

3142 16. **Business income** loss arising out of suspension, lapse, or cancellation of leases, licenses, contracts or orders beyond
3143 the **period of restoration**.

3144 17. **Business income** loss arising out of businesses or operations not listed with Option AL – Farm and Farm-Related

- 3145 Business Income on your Information Page(s).
3146 18. **Extra expense** loss arising out of businesses or operations not listed with Option AL – Farm and Farm-Related Extra
3147 Expense on your Information Page(s).
3148

3149 D. LIMITS OF INSURANCE

3150 The most **we** will pay for **business income** loss in any one **occurrence** from a covered peril is the actual loss sustained, not
3151 to exceed 12 months, up to the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and
3152 Farm-Related Business Income for the **operation** from which the **business income** loss arises.

3153 Payments under the following Additional Coverages will not increase the Amount of Insurance shown on the Information Page
3154 for this Option AL – Farm and Farm-Related Business Income:

- 3155 1. Civil Authority
- 3156 2. Extended Business Income
- 3157

3158 The most **we** will pay for **extra expense** loss in any one **occurrence** from a covered peril is the actual and necessary **extra**
3159 **expense you** incur during the **period of restoration** up to the applicable Amount of Insurance shown on the Information
3160 Page(s) for Option AL – Farm and Farm-Related Business Extra Expense for the **operation** from which the **extra expense**
3161 loss arises. Payments under the following Additional Coverages will not increase the Amount of Insurance shown on the
3162 Information Page for this Option AL – Farm and Farm-Related Extra Expense:

- 3163 1. Civil Authority
- 3164

3165 E. LOSS CONDITIONS

3166 The following conditions apply in addition to all other terms and conditions in **your** policy:

- 3167 1. If **you** intend to continue **your operation(s)** and make a claim under this coverage Option AL – Farm and Farm-
3168 Related Business Income and/or Extra Expense, **you** must resume all or part of **your operation(s)** as quickly as
3169 possible.

- 3170 2. Limitation – Electronic Media And Records

3171 **We** will not pay for any loss of **business income** caused by direct physical loss of or damage to Electronic Media and
3172 Records after sixty (60) consecutive days from the date of direct physical loss or damage to covered property.

3173 Electronic Media and Records are:

- 3174 a. Electronic data processing, recording or storage media includes, but is not limited to, films, tapes, discs, drums or
3175 cells;
- 3176 b. Data stored on such media; or
- 3177 c. Programming records used for electronic data processing or electronically controlled equipment.

- 3178 3. Loss Determination

- 3179 a. The amount of **business income** loss will be determined separately by **operation** shown with Option AL – Farm
3180 and Farm-Related Business Income on **your** Information Page(s) based on:
 - 3181 (1) The **net income** of the **operation** before the direct physical loss or damage occurred;
 - 3182 (2) The likely **net income** of the **operation**, as determined or agreed by **us**, if no physical loss or damage had
3183 occurred, but not including any **net income** that would likely have been earned as a result of an increase in
3184 the volume of business due to favorable business conditions caused by the impact of the covered loss on
3185 customers or on other businesses;
 - 3186 (3) The operating expenses as determined or agreed by **us**, including payroll expenses, deemed necessary to
3187 resume the **operation** with the same quality of service and degree of efficiency that existed just before the
3188 direct physical loss or damage occurred; and
 - 3189 (4) **We** will reduce the amount of **your business income** loss to the extent **you** can resume **your operation**, in
3190 whole or in part, by using damaged or undamaged property (including merchandise or stock) at the **insured**
3191 **premises** or elsewhere.

- 3192 b. The amount of **extra expense loss** will be determined separately by **operation** shown with Option AL – Farm
3193 and Farm-Related Extra Expense on **your** Information Page(s) based on:

- 3194 (1) Expenses that exceed the normal operating expenses that **you** would have incurred by the **operation** during
3195 the **period of restoration** if no direct physical loss or damage had occurred. Upon resumption of **the**
3196 **operation**, **we** will deduct from the total of such expense, the salvage value that remains of any property
3197 bought for temporary use during the **period of restoration**.
- 3198 (2) Expenses that reduce the **business income** loss for the **operation** that **you** would otherwise have
3199 sustained.
- 3200 (3) **We** will reduce the amount of **your extra expense** loss to the extent that **you** can return the **operation** to
3201 normal and discontinue such expenses.

- 3202 c. Applicable to all loss and expense determinations described in a. and b., the amount payable under this option
3203 will also be determined based on other relevant sources of information **we** deem necessary or appropriate,
3204 including but not limited to:

- 3205 (1) **Your** financial records and accounting procedures;
- 3206 (2) Bills, invoices and other vouchers; and
- 3207 (3) Deeds, liens or contracts.

- 3208 d. If **you** do not resume the **operation**, or do not resume the **operation** as quickly as **we** deem possible, **we** will pay
3209 based on the length of time **we** determine it should have taken to resume the **operation** as quickly as possible.

- 3210 4. Coinsurance is applied separately by **operation** shown with Option AL – Farm and Farm-Related Business Income on
3211 your Information Page(s):

3212 Subject to other terms, conditions and exclusions, **we** will pay only a part of a covered **business income** loss for the
3213 **operation** if the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and Farm-
3214 Related Business Income for the **operation** is less than 80% times the sum of:

- 3215 a. The **net income** (Net Profit or Loss before income taxes) of the **operation**, and
- 3216 b. All operating expenses, including payroll and interest, that would have been earned, had no loss occurred, by the
3217 **operation** at the **insured premises** for the 12 months following the inception date of this coverage, or last

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- anniversary date of this policy, whichever is later.
- Instead, **we** will determine the most **we** will pay using the following steps:
- (1) Multiply the **net income** of the **operation** and operating expenses of the **operation** for the 12 months following the inception date of this coverage or last anniversary date of this policy, whichever is later, by 80%
 - (2) Divide the Amount of Insurance as shown on the Information Page(s) for Option AL – Farm and Farm-Related Business Income for the **operation** by the figure determined in Step 1.; and
 - (3) Multiply the total amount of loss of the **operation** by the figure determined in Step 2.
 - (4) **We** will pay the amount determined in Step 3. or the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and Farm-Related Business Income for the **operation**, whichever is less.

Subject to other terms, conditions and exclusions, **we** will pay the full amount of the covered **business income** loss for the **operation** if the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and Farm-Related Business Income for the **operation** is greater than or equal to 80% times the sum of

- a. The **net income** (Net Profit or Loss before income taxes) of the **operation**, and
- b. All operating expenses, including payroll and interest, that would have been earned, had no loss occurred, by the **operation** at the **insured premises** for the 12 months following the inception date of this coverage, or last anniversary date of this policy, whichever is later.

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:

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

2. FARM EXPOSURES NOT CONSIDERED POLLUTION

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

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

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

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

2. LIMITATIONS OF COVERAGE

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

- a. Claims covered by the Association do not include a claim by or against an "insured" of any insolvent insurer, if that "insured" has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year of the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer.
- b. Payments made by the Association for covered claims will include only the amount of each claim which is less than \$300,000.

However, the Association will not:

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

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

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Reserved for future use.