

# **SAFEGUARD INSURANCE POLICY**

## **NEW HORIZONS INSURANCE COMPANY OF MISSOURI**

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

NU-NE-1266 (1/21)

**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.

**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:

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

**Business** does not mean:

1. The occasional, non-repetitive sale of personal property at **your residence premises** or **non-owner occupied residence premises**.
2. Any part-time activity, other than **custom farming** involving the spraying of herbicides, pesticides, fungicides, and fertilizers, engaged in by **you** or any **insured**, if the individual engaged in that activity is under the age of twenty- one.

**Custom Farming** – means farm work done by any **insured** for others in exchange for monetary or commodity remuneration.

**Custom Farming** does not include exchange labor.

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

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

79 **Farm Employee** – means any person who receives compensation, pay, wages, or other remuneration for performing duties or tasks  
80 and/or providing services for **you** and whose duties, tasks or services are in connection with the **farming** of the **insured premises**.  
81 It does not include:  
82 1. Any person, other than a **farm employee**, who is an **insured** or any **insured's relative**;  
83 2. Any person shown as an Additional Insured on the Information Page(s), or any such Additional Insured's **relative**; or  
84 3. Any employee while engaged in any **business** activity other than **farming**.

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

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

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

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

101 **Individually Identified** – means **farm personal property** which is separately described on the Coverage E schedule on the  
102 Information Page. This includes **machinery** purchased by **you**, or **your relative** if **you** are a person, as a replacement for an item  
103 listed on the schedule.

104 **Insured** – means **you**, and if **you** are:  
105 1. A person, **insured** also means **your relatives**;  
106 If **you** die, the person having proper legal custody of covered property replaces **you** as the Named Insured. This applies only  
107 to insurance on covered property and **your** legal liability arising out of that property. If **you** die, any person who is an **insured**  
108 continues to be an **insured** while residing on **your residence premises**.  
109 2. A partnership or joint venture, **insured** also means **your** members or partners acting within the scope of the duties of a member  
110 or partner exclusively on behalf of **your** partnership or joint venture;  
111 3. A limited liability partnership, **insured** also means **your** members or partners acting within the scope of the duties of a member  
112 or partner exclusively on behalf of **your** limited liability partnership;  
113 4. A limited liability company, **insured** also means **your** members or managers acting within the scope of the duties of a member  
114 or manager exclusively on behalf of **your** limited liability company;  
115 5. A Corporation, **insured** also means **your** officers and directors acting within the scope of the duties of an officer or director  
116 exclusively on behalf of **your** Corporation;  
117 6. A Trust or other entity, **insured** also means **your** executors, administrators, trustees, or directors, of the Trust or other entity  
118 acting within the scope of the duties of an executor, administrator, trustee or director exclusively on behalf of **your** Trust or other  
119 entity.  
120 If the Information page(s) lists Option L – Farm Liability, **insured** also includes any **farm employee** while acting within the course  
121 and scope of employment in **your farming** operation.

122 **Insured premises** – means:  
123 1. All locations shown on the Information Pages of **your** policy;  
124 2. For Coverage F - Personal Liability and Coverage G - Medical Payments To Others only, **insured premises** also includes:  
125 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**  
126 occupancy, until the renewal date of this policy.  
127 b. Individual or family cemetery lots and burial vaults.  
128 c. The part of any residential premises not owned by any **insured**, while **you** or **your relatives** are temporarily residing there,  
129 including while attending school.  
130 d. Vacant land **you** own without any structure(s) provided **you** don't own more than 40 such acres.

131 If **your** Information Page lists Option L – Farm Liability, **insured premises** also include:  
132 3. All premises **you** lease or rent for **farming** purposes when located in the state of Nebraska.  
133 4. The part of any **farming** premises **you** acquire, or which is being built, for **your farming** operation during the current policy  
134 period, until the renewal date of this policy.

135 **Livestock** – means:  
136 1. Cattle, swine, poultry, horses, sheep, mules, donkeys, and goats, including frozen embryos in storage; and  
137 2. Other animals only when such other animals are **individually identified**.

138 **Machinery** – means:  
139 1. Tractors, combines, corn pickers, cotton pickers, and similar self-propelled equipment and their attachments designed and  
140 principally used for **farming** purposes on the **insured premises**. GPS equipment and its components used in **farming** are  
141 considered **machinery** whether they are mobile, attached to **machinery**, self-standing, or attached to a tower or other structure.  
142 A tower or other structure is not considered **machinery** and if insured, must be insured as an Other Structure.  
143 2. Hay balers, mowers, rakes, forage harvesters, drills, seeders, cultivators, plows, disks, harrows, wagons, and similar implements  
144 including portable augers, designed and principally used for **farming** purposes on the **insured premises**.

- 145 3. Irrigation equipment and all its components to include all pumping and necessary electrical equipment, whether mobile, free  
 146 standing, or attached to the land or any permanent structure. **Machinery** does not mean wells, well casings, seals, collars,  
 147 joints, couplings, or other parts used with well casings.
- 148 4. Farm chemicals, including herbicides, pesticides, fungicides, and fertilizers.
- 149 5. Farm records and supplies, including gas, diesel fuel, oils, and lubricants.
- 150 6. Other miscellaneous farm equipment, including tools, saddles and tack, machines, and supplies.
- 151 7. Other machinery and equipment designed for **business** use while being used:
- 152 a. in **your farming** operation; or
- 153 b. in a business shown within Option M on the Information Page(s);
- 154 at the time of the loss.
- 155 8. Portable structures, portable feeders, fencing materials, and portable corrals.
- 156 9. Building materials for use in **farming**.
- 157 10. Farm-related business inventory which is inventory held for resale by the business shown with Option M on the Information  
 158 Page(s) but only when **individually identified**.
- 159 11. **Utility vehicles (UTV's)** while being used in **your farming** operation or in a business shown with Option M on the Information  
 160 Page(s) at the time of the loss, but only when **individually identified**.
- 161 **Market value** – means the price which the property in question would bring when offered for sale by one willing but not obliged to  
 162 sell it, and when bought by one willing or desirous to purchase it but who is not compelled to do so.
- 163 **Motor vehicle** – means:
- 164 1. A motorized land vehicle designed for travel on public roads and which can be registered and licensed for operation on US  
 165 highways. This includes vehicles which with acceptable modifications could pass safety inspections and be registered for  
 166 operation on all public roads and US highways.
- 167 2. A motorized land vehicle subject to motor vehicle registration.
- 168 3. A trailer or semi-trailer designed for travel on public roads.
- 169 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper, home, or utility trailer not being towed by or carried  
 170 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.
- 171 5. A self-propelled riding golf cart, snowmobile, or other motorized land vehicle owned or used by any **insured** and designed for  
 172 recreational use off public roads, while off the **insured premises**. A motorized golf cart while used for golfing purposes on a golf  
 173 course is not a **motor vehicle**.
- 174 6. A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy, moped, motor scooter, mini-bike, utility bike, pocket rocket,  
 175 or **all-terrain vehicle (ATV)**, owned or used by any **insured** while off the **insured premises**.
- 176 7. A motorized mini-truck, mini-car, **utility vehicle (UTV)** or similar vehicle, whose operation or use is prohibited on public roads in  
 177 the United States, while operated or used by any **insured** off the **insured premises**.
- 178 8. Any amphibious type vehicle that can be operated on land and/or water.
- 179 Regarding Coverage E only, a wagon with a pivotal front axle or tongue assembly is not considered a **motor vehicle**.
- 180 **Non-owner occupied residence premises** - means the **dwelling(s)** and other structures and grounds at such location(s) identified  
 181 on the Information Page, that **you** own or rent but is not where **you** reside.
- 182 **Occurrence** – means an unintended accident, including continuous or repeated exposure to substantially the same general harmful  
 183 conditions, that happens abruptly, and which causes **bodily injury** or **property damage** during the policy period. All such  
 184 exposure to substantially the same general conditions will be considered as arising out of one **occurrence**.
- 185 **Pollutant** – means any contaminant or irritant regardless of whether it is man-made or natural; solid, liquid or gas; or a thermal  
 186 irritant.
- 187 This includes but is not limited to asbestos, lead, lead paint, mercury, radon, formaldehyde, solvents, alkalis, acids, fumes, smoke,  
 188 soot, vapor, gasoline, diesel, alcohol, kerosene, heating oil, any type of petroleum based or bio-based fuel, chemicals, insecticides,  
 189 fungicides, herbicides, fertilizers, silica, chromated copper arsenate, garbage, refuse, waste and any substance any governmental  
 190 agency lists as a controlled chemical or hazardous substance. Waste includes materials to be disposed of as well as recycled,  
 191 reclaimed or reconditioned.
- 192 **Pollutant** does NOT include:
- 193 a. **livestock** waste runoff or spills;
- 194 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or
- 195 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation.
- 196 **Pollution** - means any actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful  
 197 entry, ingestion, inhalation or absorption of **pollutants** from any source whether gradual or sudden.
- 198 **Property damage** – means physical injury to or physical destruction of tangible property, including the loss of its use.
- 199 **Relative** – means a person related by blood, marriage or adoption who is  
 200 a resident of **your** household. This includes a ward or foster child. It also includes **your** unmarried and unemancipated child away  
 201 at school under the age of twenty-five (25).
- 202 **Residence employee** – means an employee of the Named Insured whose duties are connected to the maintenance of a **dwelling**  
 203 described on the Information Page(s) and related real property at that location. It also includes a **farm employee** if the Information  
 204 Page(s) lists Option L – Farm Liability. A **residence employee** does not include persons while performing duties for any **business**  
 205 of the Named Insured.
- 206 **Utility Vehicle (UTV)** – means any motorized vehicle manufactured and designed for off-highway use which is more than fifty  
 207 inches but no more than sixty-seven inches in width, with an unladen dry weight of two thousand pounds or less, traveling on four  
 208 or six wheels, with side by side seating and a cargo bed and is used primarily for landscaping, lawn care, maintenance or farming  
 209 purposes and is not subject to registration in Nebraska.
- 210 **Your residence premises** - means the **dwelling(s)** and other structures and grounds at such location(s) identified on the  
 211 Information Page, where **you** regularly or seasonally reside.

212  
 213 **SECTION I**  
 214 **COVERAGE A – DWELLING**  
 215

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

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

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

230 **We** do not cover:

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

### 244 **COVERAGE B – OTHER STRUCTURES**

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

247 **We** do not cover:

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

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

### 254 **COVERAGE C – PERSONAL PROPERTY**

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

### 257 **LIMITATIONS ON PERSONAL PROPERTY COVERAGE**

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

- 260 1. For personal property away from the **insured premises**, **we** will pay up to a maximum of 10% of the amount of insurance shown  
261 under Coverage C on the Information Page(s). This limitation does not apply to personal property in a newly acquired principal  
262 residence that is secured and ready for occupation, for the thirty (30) days immediately after **you** begin to move **your** personal  
263 property there.
- 264 2. \$200 on money, money orders, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins,  
265 precious metals, or loss through acceptance of counterfeit money.
- 266 3. \$1,000 on securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and other  
267 valuable papers, drafts, cashier's checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and  
268 notes other than bank notes including negotiable orders of withdrawal.
- 269 4. \$1,000 per item, maximum of \$3,000, on jewelry, watches, precious and semi-precious stones, gems, and furs.
- 270 5. \$1,000 on watercraft, including their trailers, equipment, accessories, and outboard motor(s).
- 271 6. \$1,000 on trailers not used with watercraft, including but not limited to utility, camping, and recreation trailers.
- 272 7. \$1,000 per item, maximum of \$3,000, for loss by theft of firearms, including their parts, accessories, and ammunition.
- 273 8. \$2,000 on fishing rods, reels, lures, tackle boxes, and fishing accessories for loss by theft.
- 274 9. \$2,000 for loss by theft of hunting and archery equipment and accessories, excluding firearms, their parts, accessories, and  
275 ammunition.
- 276 10. \$2,500 due to the theft of credit card or fund transfer card or loss due to check forgery.
- 277 11. \$500 per structure, maximum \$1,500, for portable structures **you** own while on or off the **insured premises**.
- 278 12. \$500 for property of domestic employees while on the **insured premises**.
- 279 13. \$2,500 for loss by theft of silverware, gold ware, china, or crystal.
- 280 14. \$2,000 for loss by theft of musical instruments.
- 281 15. \$500 on collector cards.
- 282 16. \$500 on comic books.
- 283 17. \$500 on parts and accessories for **motor vehicles** which are not attached to a **motor vehicle**.

290 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  
291 tack.

### 292 **PERSONAL PROPERTY NOT COVERED**

293 **We** do not cover with respect to Coverage C:

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

### 336 **COVERAGE D – EXTRA EXPENSE**

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

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

- 342 1. Additional Living Expense. If a loss covered under Section I makes the **dwelling** uninhabitable, **we** cover any necessary and  
343 reasonable increase in living expenses incurred by **you**, so that **your** household can maintain its normal standard of living.  
344 Payment will not be for more than either:  
345 a. The shortest time it should take to repair or replace the premises, or  
346 b. The shortest time it should take for **your** household to move elsewhere, if **you** permanently relocate.  
347 Generator rental expenses incurred as a result of extended power failure due to a covered loss are eligible for reimbursement up  
348 to \$250.  
349 If **you** have a Fair Rental Value claim on a covered loss, this Additional Living Expense coverage will not apply to a **dwelling**  
350 inhabited by any **insured**.
- 351 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**  
352 uninhabitable, **we** cover its Fair Rental Value. **We** will not pay the Fair Rental Value for any **dwelling** or that portion of a  
353 **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  
354 repair or replace the part of the premises rented or held for rental. Fair Rental Value will not include any expense that does not  
355 continue while that part of the **dwelling** rented or held for rental is uninhabitable. No **insured** will be entitled to payment under  
356 Additional Living Expense and Fair Rental Value for the same element of loss under extra expense.

361 3. Prohibited Use. A Civil authority may forbid use of the **insured premises** as a result of direct damage to neighboring premises  
362 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  
363 prohibited.  
364

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

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

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

369  
370 **COVERAGE E – FARM PERSONAL PROPERTY**  
371

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

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

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

379 Perils insured against with respect to Coverage E:

380 Subject to all other terms of the policy:

- 381 1. **Livestock** are covered for Level One Protection, plus the following:  
382 a. Electrocutation of **livestock** from artificially generated electrical current.  
383 b. Collision, Upset, and Overturn of a **motor vehicle** or **machinery**.  
384 2. **Machinery** is covered for Level Three Protection, subject to the following limitations: Collision, Upset and Overturn are not  
385 covered perils unless Option E-2 is shown on the Information Page(s); Farm-related business inventory, which is inventory held  
386 for resale by the business shown with Option M on the Information Page(s) and which is **individually identified**, is covered for  
387 Level Two Protection; and Tires are covered only for:  
388 a. fire, wind, theft, vandalism and malicious mischief; and  
389 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  
390 peril otherwise covered by the policy.  
391 3. **Grain and Feed** are covered for Level Three Protection.

392  
393 **LIMITATIONS ON CERTAIN FARM PERSONAL PROPERTY**  
394

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

- 397 1. \$5,000 per head of cattle; \$2,000 per head of cattle under one year old including embryos at the time of loss.  
398 2. \$2,000 per head for horses; \$1,000 per head for horses under one year old including embryos at the time of loss.  
399 3. \$1,000 per head on all other **livestock**, including embryos.  
400 4. \$500 per portable structure.  
401 5. \$2,000 on farm records, including cost of their reproduction.  
402 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  
403 feet of clear space.  
404 7. \$5,000 per **occurrence** for cotton, whether in pickers, bales, wagons, trailers, or modules.

405  
406 **PROPERTY NOT COVERED**  
407

408 **We** do not cover with respect to Coverage E:

- 409 1. **Livestock** while:  
410 a. In transit by common carrier or carrier for hire.  
411 b. In a slaughter house, packing plant, public yard, public sale barn, or public sale yard.  
412 2. **Machinery**:  
413 a. While beyond a 100-mile radius of the **insured premises** when used in **custom farming**.  
414 b. While being used in any **business**, tractor pull, race, contest or competition. Parades are not considered a contest or  
415 competitive event. This exclusion does not apply to **your** business personal property while being used in a business shown  
416 within Option M on the Information Page(s) or in **your farming** operation at the time of the loss.  
417 c. Attached to structures or land, including equipment attached to poultry houses, hog confinement, nursery or farrowing  
418 houses, or dairy barns. When **we** have irrigation equipment insured, **we** do cover all of its components including those  
419 attached to the land or any permanent structure. **We** do not cover wells, well casing, seals, collars, joints, couplings, or other  
420 parts used with well casings. When **we** have GPS equipment and components, used in **farming**, insured, **we** do cover GPS  
421 equipment and components attached to a tower or other structure. Towers or other structures to which GPS equipment or  
422 components are attached, if insured, must be insured as an Other Structure.  
423 d. Of the following types: alcohol stills, cotton gin equipment, logging, forestry or sawmill equipment, or quarry equipment.  
424 3. **Motor vehicles**, watercraft, or aircraft, including their equipment and supplies, except **utility vehicles (UTV's)** while being used  
425 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  
426 **individually identified**.  
427 4. **Grain and Feed**:  
428 a. While in transit by common carrier or a carrier for hire.  
429 b. While stored or being processed in public elevators or warehouses, seed houses, drying plants, and manufacturing plants.  
430 c. While in the open, including while in a temporary or makeshift structure; however, **grain and feed** in the open is covered  
431 against loss by fire only.  
432 d. That is:  
433 1) under government loan or seal; or



- 434 2) held for resale; or  
435 3) of any type crop or plant not falling under the definition of **grain and feed**;  
436 unless **individually identified**.
- 437 5. That property which is specifically excluded in the Coverage E schedule shown on the Information Page(s).  
438 6. Motorcycles, motor-tricycles, dune buggies, mini-trucks, mini cars, or **all-terrain vehicles (ATV's)**, whether on or off premises.  
439 7. **Farm personal property** specifically or categorically listed in the section entitled "Limitations on Certain Farm Personal Property  
440 Coverage" above, except to the extent of the limit stated in that section.  
441 8. **Farm personal property** specifically or categorically listed in any option or endorsement to this policy, except to the extent of  
442 the limit stated in that option or endorsement.  
443 9. Removal and disposal of debris, except as provided in Supplementary Coverages.  
444 10. Fire Department charges, except as provided in Supplementary Coverages.  
445 11. Renters Building Additions and Alterations, except as provided in Supplementary Coverages.  
446 12. Condominium Owners Additions and Alterations, except as provided in Supplementary Coverages.  
447 13. Refrigerated food loss as a result of power interruption, except as provided in Supplementary Coverages.  
448 14. Any product which has been processed from its original form into another product.

#### 449 450 SUPPLEMENTARY COVERAGES – SECTION I

451  
452 **We** provide the following Supplementary Coverages. None of these provide for any additional dollar amounts above and beyond  
453 the Limits shown on the Information Page. Each is subject to the applicable coverage deductible, except where otherwise stated.

- 454 1. Emergency Removal: **We** pay for loss to covered property while removed from the **insured premises** to prevent damage by  
455 loss which would be covered by this policy. Such property is covered against sudden, accidental, and direct loss not specifically  
456 excluded under this policy, for a period up to thirty (30) days.
- 457 2. Debris Removal: **We** pay reasonable and necessary expense incurred by **you** for the removal of debris of covered property  
458 following an insured loss not to exceed an amount equal to 10% of the coverage involved. This coverage does not extend to  
459 fees or expenses **you** incur for the tearing off, or tearing out, or other costs associated with the demolition of the remains of  
460 covered property.
- 461 3. Fire Department Service Charge: **We** will pay up to \$500 for **your** obligation assumed by contract or agreement for fire  
462 department charges incurred to save or protect covered property against sudden, accidental, and direct loss not specifically  
463 excluded under this policy. No deductible applies to this coverage.
- 464 4. Trees, Plants, Shrubs, Fences, and Lawn: **We** will pay up to 5% of the Coverage A or C amount, whichever is greater, for  
465 sudden, accidental and direct loss to trees, plants, shrubs, fences, and lawn caused by fire, lightning, explosion, riot, civil  
466 commotion, vandalism or malicious mischief, theft, aircraft, or vehicles not owned or operated by any **insured**.  
467 **We** will not pay:  
468 a. More than \$500 on any one tree, shrub, or plant.  
469 b. For trees, shrubs, plants, or sod grown for **business** purposes.  
470 c. If the trees, plants, shrubs, fences, and lawn are located more than 250 feet from the **dwelling** on the **insured premises**.
- 471 5. Renters Building Additions and Alterations: This coverage applies only if **you** are not the owner of the residence. **We** will cover  
472 fixtures, alterations, installations, or additions that **you** have added to that portion of the residence used exclusively by **you**, and  
473 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  
474 and Settlement and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C.
- 475 6. Condominium Owners Additions and Alterations: **We** will cover, for an amount not greater than \$1,000, unit owner's additions,  
476 alterations, fixtures, or installations made to the part of a condominium unit shown on this policy, within the unfinished interior  
477 surfaces of the perimeter walls, floors, and ceilings. The same Level of Protection and Settlement and Valuation method apply  
478 to this Supplementary Coverage as the Information Page(s) shows for Coverage C on said condominium unit.
- 479 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  
480 satellite antennas, satellite dishes, or similar equipment used to transmit or receive audio or video signals, including their lead-in  
481 wiring, accessories, masts, and towers. The same Settlement and Valuation method applies to this Supplementary Coverage as  
482 the Information Page(s) shows for Coverage A, or Coverage C, if Coverage A is not listed.
- 483 8. **Business** Property: If coverage C – Personal Property is shown on the Information Page(s) **we** will pay up to \$2,500 per  
484 **occurrence** for property used in **business**, or held for resale, but only while the **business** property is on the **insured premises**.  
485 The same Level of Protection and Settlement and Valuation method apply to this Supplementary Coverage as the Information  
486 Page(s) shows for Coverage C.
- 487 9. Refrigerated Food: If Coverage C – Personal Property is shown on the Information Page(s) **we** will pay up to \$500 per  
488 **occurrence** for loss of food under refrigeration as a result of power interruption. The same Level of Protection and Settlement  
489 and Valuation method apply to this Supplementary Coverage as the Information Page(s) shows for Coverage C. A \$25  
490 deductible applies to this Supplementary coverage.
- 491 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  
492 **occurrence** for loss to above-ground pools, hot tubs, and spas, and for the fixtures, equipment, machinery, and decking  
493 pertaining to the operation, service, or use of those items. This is the most **we** will pay regardless of the number of items  
494 covered. The same Level of Protection and Settlement and Valuation method applies to this Supplementary coverage as the  
495 Information Page shows for Coverage C.
- 496 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  
497 microbes, or rot, **we** will pay for:  
498 a. Remediation of the **fungi or mold**, other microbes, or rot. This includes payment for the reasonable and necessary cost  
499 incurred to :  
500 (1) Remove the **fungi or mold**, other microbes, or rot from covered property or to repair, restore, or replace that property;  
501 and  
502 (2) Tear out and replace any part of the building as needed to gain access to the **fungi or mold**, other microbes, or rot.  
503 b. Any reasonable and necessary increase in living expense **you** incur, so that **your** household can maintain its normal  
504 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  
505 expense due to cancellation of a lease or agreement.

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

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

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

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

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

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

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

### SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E ONLY

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

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

### PERILS INSURED AGAINST – SECTION I

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

#### LEVEL ONE PROTECTION

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

1. Fire.

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

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

- b. if committed by a tenant of the **dwelling**.

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

2. Lightning.

3. Windstorm or hail.

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

4. Explosion.

5. Riot or civil commotion.

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

7. Vehicles.

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

- 579 8. Smoke means sudden, accidental, and direct damage from smoke.  
580 This peril does not include loss caused by smoke from any solid fuel burning device or from agricultural or industrial operations.  
581 Sudden and accidental smoke or soot that escapes from household appliances, fire places, or non-solid fuel heating systems is  
582 included in this peril.
- 583 9. Vandalism or malicious mischief.  
584 This peril does not include:  
585 a. loss to property on the **insured premises** if the **dwelling** at the premises where the vandalism or malicious mischief occurs  
586 has been vacant or unoccupied for more than sixty (60) consecutive days immediately before the loss. For the purpose of  
587 this peril, a **dwelling** under construction is not considered vacant or unoccupied.  
588 b. loss committed by a tenant of the **dwelling**.
- 589 10. Theft.
- 590 11. Breakage of glass or safety glazing material which is part of a **dwelling** or other structure, storm door, or storm window.  
591 This peril does not include loss on the **insured premises** if the **dwelling** has been vacant or unoccupied for more than sixty (60)  
592 consecutive days immediately before the loss. For the purpose of this peril, a **dwelling** under construction is not considered  
593 vacant or unoccupied.

## 594 LEVEL TWO PROTECTION

597 If **you** have Level Two Protection shown on the Information Page, **we** provide the coverage set forth under Level One Protection  
598 above, and **we** also cover sudden, accidental and direct loss caused by the following additional perils, subject to the limitations  
599 included within the perils listed below and the General Exclusions - Applicable to all Levels of Protection, and all other terms of this  
600 policy:

- 601
- 602 12. Falling objects. This peril does not include loss to the inside of a **dwelling** or other structure or property contained in the  
603 **dwelling** or other structure unless the roof or an outside wall of such **dwelling** or other structure is first damaged by a falling  
604 object. Damage to the falling object itself is not covered.
- 605 13. Weight of ice, snow, or sleet, which causes damage to a **dwelling** or other structure or property contained in the **dwelling** or  
606 other structure. This peril does not include loss to an awning, fence, patio, pavement, sidewalk, driveway, swimming pool,  
607 foundation, retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock or a carport not  
608 attached to the **dwelling**.
- 609 14. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, or automatic fire protective  
610 sprinkler system, or from within a household appliance. If the loss is not otherwise excluded, **we** will also pay for tearing out and  
611 replacing any part of a covered building on the **insured premises** necessary to repair the system or appliance from which the  
612 water or steam escaped. This peril does not include loss:  
613 a. To a **dwelling** or other structure caused by continuous or repeated seepage or leakage of water or steam from a :  
614 (1) Heating, air conditioning, or automatic fire protective sprinkler system;  
615 (2) Household appliance; or  
616 (3) Plumbing system, including from, within or around any shower stall, shower bath, tub installation, hot tub, spa, whirlpool,  
617 or other plumbing fixture, including their walls, ceiling, or floors which occurs over a period of time and results in  
618 deterioration, corrosion, rust, **fungi or mold**, or wet or dry rot.  
619 b. On the **insured premises** if the **dwelling** at the premises where the loss occurs has been vacant for more than sixty (60)  
620 consecutive days immediately before the loss. For the purposes of this peril only, a **dwelling** under construction is not  
621 considered vacant.  
622 c. To the system or appliance from which the water or steam escaped.  
623 d. Caused by or resulting from freezing, except as provided in peril number 16.  
624 e. On the **insured premises** caused by accidental discharge or overflow which occurs off the **insured premises**.  
625 f. Caused by backup of any sewer or drain.
- 626 15. Sudden, accidental, and direct tearing apart, cracking, burning, or bulging of a steam or water heating system, an air  
627 conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss  
628 caused by or resulting from freezing except as provided in peril number 16.
- 629 16. Freezing of a plumbing, heating or air conditioning system, automatic fire protective sprinkler system, or a household appliance.  
630 This peril does not include loss while the **dwelling** or other structure at the premises where the loss occurs is vacant,  
631 unoccupied, or under construction unless:  
632 a. Heat has been maintained in the **dwelling** or other structure where the loss occurs; or  
633 b. The liquid supply has been shut off and all liquid drained from the system and appliances in such **dwelling** or other structure.
- 634 17. Sudden, accidental, and direct damage from artificially generated electrical current.
- 635 18. Collapse. **We** will cover loss or damage to covered property caused by the collapse of a **dwelling** or other structure at the  
636 **insured premises**. Collapse means the abrupt falling down or caving in of a building or part of a building with the result that the  
637 building or part of the building cannot be occupied or used for its current intended purpose. A building or any part of a building  
638 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  
639 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  
640 building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging,  
641 bending, leaning, settling, shrinkage or expansion. This peril does not include damage to any of the following unless the  
642 damage is the direct result of the **dwelling** or other structure collapse: retaining walls, foundation walls, decorative walls,  
643 landscape walls, free-standing walls, swimming pools, piers, wharves, docks, patios, walks, roadways and other paved surfaces,  
644 or awnings or yard fixtures. Nor does it include damage caused by settling, cracking, bulging, shrinking, or expansion of  
645 pavement, foundation, wall, floor, roof, or ceiling unless the damage is the direct result of the **dwelling** or other structure  
646 collapse.

## 647 LEVEL THREE PROTECTION

648 **We** cover all sudden, accidental, and direct loss to property insured under Level Three Protection as shown on the Information  
649  
650

651 Page(s). This protection is subject to the General Exclusions - Applicable to all Levels of Protection, and all other terms of this  
652 policy.

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

654  
655 **We** will not pay for loss or damage whether sudden or gradual, that is directly or indirectly caused by, arising out of, contributed to,  
656 or aggravated by any of the following causes of loss. Such loss or damage is excluded regardless of any other causes or events  
657 that contribute concurrently or in any other sequence to the loss.

- 658  
659 1. Wear and tear.  
660 2. Marring or scratching.  
661 3. Deterioration.  
662 4. Inherent vice.  
663 5. Latent or inherent defect.  
664 6. Mechanical or electrical breakdown or lack of lubrication.  
665 7. Rust or corrosion.  
666 8. **Fungi or mold**, except as provide in Supplementary Coverages.  
667 9. Wet or dry rot.  
668 10. Contamination.  
669 11. **Pollution**.  
670 However, this exclusion does not apply to sudden and accidental smoke or soot that escapes from household appliances, fire  
671 places or non-solid fuel heating systems.  
672 12. Smog.  
673 13. Smoke from agricultural or industrial operations.  
674 14. Settling, cracking, shrinkage, bulging, sagging, leaning, or expansion of pavement, walks, patios, foundations, walls, floors,  
675 ceilings, chimneys, fences, retaining walls, decorative walls, landscape walls, free-standing walls, decks, driveways, carports, or  
676 swimming pools.  
677 15. Birds, vermin, rodents, insects, or domestic or wild animals.  
678 16. Vandalism or malicious mischief or breakage of glass and safety glazing:  
679 a. If the **dwelling** at the premises where the loss occurs has been vacant or unoccupied for more than sixty (60) consecutive  
680 days immediately preceding the loss. For the purpose of vandalism or malicious mischief or breakage of glass and safety  
681 glazing only, a **dwelling** or other structure under construction is not considered vacant.  
682 b. If committed by a tenant of the **dwelling**.  
683 17. Loss:  
684 a. To a **dwelling** or other structure caused by continuous or repeated seepage or leakage of water or steam from a:  
685 (1) Heating, air conditioning or automatic fire protective sprinkler system; or  
686 (2) Household appliance; or  
687 (3) Plumbing system, including from, within, or around any shower stall, shower bath, tub installation, hot tub, spa,  
688 whirlpool, or other plumbing fixture, including their walls, ceilings, or floors which occurs over a period of time and  
689 results in deterioration, rust, **fungi or mold**, or wet or dry rot.  
690 b. To the system or appliance from which water or steam escapes.  
691 c. On the **insured premises** caused by accidental discharge or overflow of water which occurs off the **insured premises**.  
692 d. Caused by backup of any sewer or drain.  
693 18. Freezing of a plumbing, heating or air-conditioning system, automatic fire sprinkler system, or household appliances including  
694 but not limited to hot tubs, spas, or whirlpools, or by discharge, leakage, or overflow from the system or appliance, while the  
695 **dwelling** or other structure at the premises where the loss occurs is vacant or unoccupied unless:  
696 a. Heat has been maintained in the **dwelling** or other structure where the loss occurs; or  
697 b. The liquid supply has been shut off and all liquid drained from the system and domestic appliances in such **dwelling** or other  
698 structure.  
699 19. a. Freezing, thawing, or pressure of water, ice, sleet, or snow whether driven by wind or not, to pavement, patios, foundations,  
700 walls, retaining walls, decorative walls, landscape walls, free-standing walls, floors, ceilings, chimneys, fences, decks,  
701 sidewalks, driveways, carports, or swimming pools, bulkheads, piers, wharfs, or docks;  
702 b. Weight of water, ice, sleet, or snow to an awning, fence, patio, pavement, sidewalk, driveway, swimming pool, foundation,  
703 retaining wall, decorative wall, landscape wall, free-standing wall, bulkhead, pier, wharf, dock, or a carport not attached to the  
704 **dwelling**.  
705 20. Ordinance or law, meaning enforcement of any ordinance or law regulating the construction, maintenance, repair, or demolition  
706 of a **dwelling** or other structure, unless specifically provided under this policy. **We** will cover loss caused by actions of civil  
707 authorities to prevent the spread of a fire caused by an insured peril or with respect to glass replacement with safety glazing  
708 when required by law. **We** do not cover under Coverage E – Farm Personal Property seizure of, destruction of, damage to, or  
709 quarantine of any **farm personal property** by any government, public, or local authority.  
710 21. Earthquake, including land shock waves or tremors before, during, or after an earthquake. However, **we** do cover direct  
711 physical loss by fire resulting from earthquake.  
712 22. Earth movement, including but not limited to sinking, rising, shifting, expanding, contracting, settling, subsidence, collapse, and  
713 bulging, whether caused naturally or manmade. However, **we** do cover direct physical loss by fire resulting from earth  
714 movement.  
715 23. Water damage, meaning:  
716 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  
717 these, whether or not driven by wind.  
718 b. Water or sewage from any source which backs up through sewers or drains, or which overflows from a sump.  
719 c. Regardless of its source, water below the surface of the ground.  
720 This includes, but is not limited to, water which exerts pressure on, flows, seeps, or leaks through any part of any **dwelling**,  
721 building or other structure, or any foundation, wall, floor, ceiling, sidewalk or walk, driveway, patio, swimming pool, retaining wall,  
722 decorative wall, landscape wall, free-standing wall, or any other part of **your** property.

- 723 24. Power interruption, meaning the interruption of power or other utility service, if the interruption takes place away from the  
724 **insured premises**. This does not apply to supplementary coverage applicable to Coverage E – Farm Personal Property. If a  
725 peril insured against occurs on the **insured premises**, we will pay only for loss caused by that peril.
- 726 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  
727 threatened by an insured peril. For the purposes of this exclusion, when the **dwelling** described on the Information Page(s) is  
728 owner occupied, **insured** also means any person related to an **insured** by blood, marriage, or adoption, or any ward or foster  
729 child, living anywhere in the **dwelling** described on the Information Page(s), whether or not they are paying rent, lease  
730 payments or other consideration.
- 731 26. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or discharge of a nuclear weapon or device, even if  
732 accidental.
- 733 27. Nuclear hazard, meaning nuclear reaction, radiation, radioactive contamination, or any consequence of any of these. Loss  
734 caused by nuclear action is not considered loss by perils of Fire, Explosion, or Smoke. Sudden, accidental, and direct loss by  
735 fire resulting from nuclear action is covered.
- 736 28. Intentional Loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a  
737 loss. In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the  
738 act causing the loss. However, this exclusion does not apply to deny coverage to an innocent **insured** to the extent of that  
739 **insured's** legal interest (but not exceeding the applicable limit of liability) in covered property that has sustained loss if the loss:  
740 a. Arises from the peril of fire and such innocent **insured** did not cooperate in or contribute to the creation of the loss; or  
741 b. Arises out of abuse of the innocent **insured** by an **insured** who is a current or former family member or household  
742 member and is otherwise covered under Section I of the policy. We may apply reasonable standards of proof to claims for  
743 such damage.
- 744 For this Exclusion 28., abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property as  
745 to intimidate or attempt to control the behavior of another person, including a minor child.
- 746 29. Theft:  
747 a. When committed by, at the direction of, or with the permission of:  
748 (1) any **insured**, the husband, wife, child, or **relative** of any **insured**;  
749 (2) any of **your** partners, members, managers, officers, directors, shareholders, executors, administrators, or trustees, if  
750 **you** are an entity other than a person; or  
751 (3) any **farm employee** or any resident of the **insured premises**.  
752 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  
753 loss arose out of a pattern of domestic violence, provided that said **insured** files a police report and completes a sworn  
754 affidavit for **us** that indicates both the cause of the loss and a pledge to cooperate in the criminal prosecution of the person  
755 committing the act causing the loss.
- 756 b. Of tools, unattached materials, or unattached supplies for use in the construction, repair, addition, remodel, renovation, or  
757 rehabilitation of any **dwelling**, building or building component, or other structure while such tools, materials or supplies are  
758 located away from **your residence premises**.
- 759 c. From that part of an **insured premises** rented from any **insured** to other than any **insured**.
- 760 d. When it occurs off the **insured premises** of :  
761 (1) Property while at any building owned, rented or occupied by any **insured**, except while **you** or **your relative** is  
762 temporarily living there. Property of **you** or **your relative** when a student is covered while at a residence away from the  
763 **insured premises** if such student has been there at any time during the forty-five (45) days immediately before the loss.  
764 (2) Watercraft and its furnishings, equipment, and outboard motors.  
765 (3) Trailers and campers of any type, including their parts and supplies whether attached or not.
- 766 e. Disclosed at the time of taking inventory.
- 767 f. Due to wrongful conversion, misappropriation of assets, or embezzlement.
- 768 30. Escape or mysterious disappearance.
- 769 31. The action, lack of action, decision or lack of decision, of any person, group, organization, or government body.
- 770 32. The conduct of any person, group, organization, or government body, regardless of whether the conduct is negligent, wrongful,  
771 intentional, or without fault.
- 772 33. Defect, weakness, inadequacy, fault, or unsoundness in:  
773 a. Planning, zoning, development, surveying, setting.  
774 b. Design, specifications, workmanship, construction, grading, compaction.  
775 c. Materials used in construction or repair.  
776 d. Maintenance of any property (including land, structures, or improvements of any kind) whether on or off the **insured**  
777 **premises**.
- 778 34. Illegal, criminal, or dishonest acts or activities by, at the direction of, or with the permission of:  
779 a. any **insured** or the husband, wife, child or **relative** of any **insured**; or  
780 b. any of **your** members, partners, managers, officers, directors, shareholders, executors, administrators, or trustees, if **you** are  
781 an entity other than a person.  
782 For the purposes of this exclusion, when the **dwelling** described on the Information Page(s) is owner occupied, **insured** also  
783 means any person related to an **insured** by blood, marriage, or adoption, or any ward or foster child, living anywhere in the  
784 **dwelling** described on the Information Page(s), whether or not they are paying rent, lease payments or other consideration.
- 785 35. Any act or activity or change in hazard that materially increases the risk.
- 786 36. **Machinery** colliding with the ground or rocks on the ground, or objects entering **machinery** whether or not this policy includes  
787 Option E-2. However, this exclusion does not apply to mobile GPS equipment while not attached to other **machinery** if Option  
788 E-2 is shown on the Information Page(s), and this exclusion does not apply to glass breakage.
- 789 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  
790 Two Protection, subject to all other restrictions and exclusions within **your** policy.

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CONDITIONS – SECTION I

1. WHAT THE INSURED SHALL DO IN CASE OF LOSS

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

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

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

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

## 836 2. SETTLEMENT AND VALUATION

- 837 a. If the Information Page(s) states that Actual Cash Value applies, then the most **we** will pay will be the lesser of:  
838 (1) The difference in **market value** before and after the loss;  
839 (2) Replacement Cost of damaged or stolen property less adjustments for depreciation, deterioration and obsolescence;  
840 (3) The limit of liability which pertains to the coverage;  
841 (4) The amount of the **insured's** insurable interest in the property; or  
842 (5) Any applicable coverage limitation on the property as set forth in this policy.  
843 b. If the Information Page(s) states that Replacement Cost applies, then, until **you** complete repair or replacement of the  
844 damaged or stolen property, the most **we** will pay will be the lesser of:  
845 (1) The difference in **market value** before and after the loss;  
846 (2) Replacement Cost of damaged or stolen property less depreciation;  
847 (3) The limit of liability which pertains to the coverage;  
848 (4) The amount of the **insured's** insurable interest in the property; or  
849 (5) Any applicable coverage limitation on the property as set forth in this policy.  
850 If **you** complete repair or replacement of the damaged or stolen property at the same location and make a repair or  
851 replacement cost claim within 180 days of the original loss settlement, then **we** will pay the lesser of:  
852 (1) The amount determined by **us** to repair or replace the damaged or stolen property;  
853 (2) The amount it would take, determined by **us**, to repair or replace the damaged or stolen property, with like kind and  
854 quality but not necessarily identical or matching materials, at the same location; or  
855 (3) The limit of liability.

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

- 859 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  
860 amount written in the policy, so that the property shall be in as good a condition as before the fire.  
861 d. Under any valuation above, **we** do not pay for any increase in loss or expense due to any ordinance, code, or law requiring  
862 or regulating the construction, repair, replacement or demolition of a **dwelling** or other structure.  
863 e. Under any valuation method, the cost to repair or replace is determined by **us**, based on **our** knowledge of the prices  
864 charged by repair or replacement facilities. To aid **us** in determining the cost to repair or replace, **we** may utilize any one or  
865 more of the data bases, appraisal tools, and other methods commonly used in the insurance industry to determine the prices  
866 charged by repair or replacement facilities.

- 867 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  
868 no coverage for sentimental value. This \$2,500 amount will be the aggregate limit per **occurrence** regardless of the number  
869 of items damaged or stolen.
- 870 g. Replacement Cost coverage will not apply to property not maintained in good or workable condition or which because of its  
871 age or condition has become outdated or obsolete, property no longer available or unusable for its originally intended  
872 purpose, or property for which parts are no longer available.
- 873 h. Replacement Cost will not apply to **all-terrain vehicles (ATV's)** and **utility vehicles (UTV's)**.
- 874 i. In respect to Replacement Cost claims for personal property, notwithstanding any of the above referenced provisions, **we** will  
875 pay no more than four hundred percent (400%) of the original cost of any item.
- 876 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  
877 before the covered loss, or **we** may pay the difference between the **market value** of the property before and after the  
878 covered loss.
- 879 k. With respect to a loss to a **dwelling** or other structure under construction, the amount on the Information Page(s) will be  
880 reduced to equal the amount actually spent on such **dwelling** or other structure at the time of loss.
- 881 l. The following co-insurance requirement applies to Coverage E only:  
882 **You** must maintain insurance on all covered property for at least 80% of the total **market value** of all covered property. If  
883 **you** do not maintain the 80% requirement, **we** will pay the percentage of loss produced by dividing the amount of insurance  
884 carried by the amount **you** should have carried.  
885 If a covered loss occurs, **we** will use the following in determining the amount of insurance **you** should have carried:  
886 a. Regarding **individually identified** property:  
887 (1) The co-insurance requirement will be calculated individually for each item damaged or destroyed.  
888 (2) **We** will not pay more than the **market value** of **individually identified** property.  
889 b. Regarding **blanket** property:  
890 (1) The total insurance amount for all **blanket** property will be determined by subtracting the total amount of insurance  
891 for **individually identified** property from the total amount of insurance for Coverage E.  
892 (2) The **market value** of all **blanket** property will be determined.  
893 However, property subject to the Limitation on Certain Farm Personal Property will not be valued in excess of the stated limit;  
894 property which is excluded will not be included in the inventory; and property covered by other insurance will be based upon  
895 its **market value** minus the other insurance payable amount.
- 896 m. When this policy is written to insure any real property in this state against loss by fire, tornado, windstorm, lightning, or  
897 explosion and the property insured is wholly destroyed without criminal fault on the part of the insured or his or her assignee,  
898 the amount of the insurance written in such policy shall be taken conclusively to be the true value of the property insured and  
899 the true amount of loss and measure of damages.

### 900 3. DEDUCTIBLE CLAUSE

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

### 904 4. APPRAISAL

905 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  
906 select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such  
907 demand. The appraisers shall then appraise the loss in accordance with the Settlement and Valuation condition within this  
908 policy, stating separately the amount of loss to each item; and, failing to agree, shall submit their differences, only, to the umpire.  
909 The appraisers shall select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire,  
910 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  
911 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  
912 umpire shall make the award within thirty (30) days after the umpire receives the appraisers' submissions of their differences.  
913 An award in writing, so itemized, of any two (2) when filed with this company shall determine the amount of loss. Each appraiser  
914 shall be paid by the party selecting such appraiser and the expenses of appraisal and umpire shall be paid by the parties  
915 equally. This process is binding on both parties.

### 916 5. ABANDONED PROPERTY

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

### 919 6. SALVAGE

920 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**  
921 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**  
922 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  
923 pro-rata basis, based on the percentage **our** payment bears to the full **market value** minus any applicable deductible.

### 924 7. OUR PAYMENT OF LOSS

925 **We** will adjust any covered loss with **you** and pay **you** unless another payee is named in the policy. If there is coverage under  
926 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  
927 loss is finally determined by:

- 928 a. Agreement between **you** and **us**; or  
929 b. A court judgment.

### 930 8. MORTGAGEE

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

#### 934 **Our Duties**

935 **We** will:

- 936 a. Protect the mortgagee's interest subject to the same terms, exclusions, and conditions that apply to **you** including, but  
937 not limited to, statements, representations or warranties in the application for insurance or other documents, except that  
938

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

945 **Mortgagee's Duties**

946 The mortgagee shall:

- 947 a. Furnish proof of loss within sixty (60) days of **our** request, providing the information **we** request.  
948 b. Submit to an examination under oath if requested and sign the transcript.  
949 c. Provide the note, deed of trust, mortgage, loan file and all written information concerning the loan upon **our** request.  
950 d. Pay upon demand any premium due if the **insured** fails to do so.  
951 e. Immediately inform **us** in writing of any change of ownership or occupancy or any increase in hazard of which the  
952 mortgagee has knowledge. Failure to notify **us** will result in a forfeiture of coverage.  
953 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  
954 mortgagee to recover the full amount of the mortgagee's claim.

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

956 **Mortgagee Loss Valuation:**

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

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

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

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

967 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  
968 to the extent of such payment. **Our** interest will extend to all securities held as collateral for the mortgage debt. Any  
969 mortgagee or trustee so paid agrees to sign whatever documents and take whatever actions **we** may reasonably request to  
970 enforce **our** rights under this provision. **Our** subrogation rights will not be enforced in such a way as to impair the right of  
971 the mortgagee or trustee to recover the full amount due under the mortgage.

972 **9. NO BENEFIT TO BAILEE**

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

974 **10. OTHER INSURANCE**

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

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

980 **11. LOSS PAYEE**

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

987  
988 **LIABILITY COVERAGES – SECTION II**

989  
990 This coverage applies only if Section II Coverage F – Personal Liability and Coverage G – Medical Payments to Others is shown on  
991 the Information Page(s) and a premium is listed for Personal Liability and Medical Payments to Others.

992  
993 **COVERAGE F – PERSONAL LIABILITY**

994  
995 If claim is made or suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an  
996 **occurrence** to which this policy applies, **we** will:

- 997 1. Pay up to **our** limit of liability for covered damages for which the **insured** is legally liable. Any pre-judgment interest is included  
998 within the limit of liability. Any post-judgment interest is included within the limit of liability, unless **we** chose to appeal any  
999 judgment.  
1000 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  
1001 appropriate. **Our** obligation to settle or defend ends when the sum of all payments made by **us** either by settlement, satisfaction  
1002 of judgment or interpleader equal to **our** limit of liability for Coverage F shown on the Information Page.

1003 This insurance only provides coverage for an **occurrence**.

1004  
1005 **COVERAGE G – MEDICAL PAYMENTS TO OTHERS**

1006  
1007 **We** will pay the reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any  
1008 governmental program, including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in  
1009 payment of the bills, liens, judgments or claims for such medical expenses, whichever is less, for **bodily injury** caused by accident,  
1010 for services furnished within three years of the date of the accident. These expenses are for necessary medical, surgical, X-ray,



- 1011 dental, ambulance, hospital, professional nursing, and funeral services, eyeglasses, hearing aids, and prosthetic devices. The  
1012 **bodily injury** must be discovered and treatment commenced within one year of the date of the accident.  
1013 Reasonable medical expenses do not include expenses:  
1014 1. For treatment, services, products or procedures that are:  
1015 a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or  
1016 b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for  
1017 the treatment of the **bodily injury**; or  
1018 2. Incurred for:  
1019 a. The use of thermography or other related procedures of a similar nature; or  
1020 b. The use of acupuncture or other related procedures of a similar nature; or  
1021 c. The purchase or rental of equipment not primarily designed to serve a medical purpose; or  
1022 d. Massage therapy.

1023 **We** have the right to engage reviewers, consultants, and data providers in formulating **our** judgment as to whether the charges are  
1024 reasonable and necessary charges for the **bodily injury** sustained. The determination of whether charges are reasonable and  
1025 necessary charges may be made after receipt of the goods and services for which the charges are made. The fact that a licensed  
1026 health care provider furnished, rendered, or prescribed the goods and services is not solely determinative of whether the charges  
1027 made for them are reasonable and necessary charges. **We** have the sole discretion in the determination of whether charges are  
1028 reasonable or necessary.

1030 Coverage G – Medical Payments to Others applies to a person, other than an **insured**, when the person sustains a **bodily injury**:

- 1031 1. On an **insured premises** with the permission of any **insured**, or  
1032 2. Elsewhere, if the **bodily injury**:  
1033 a. Arises out of a condition on the **insured premises**;  
1034 b. Is caused by the activities of **you**, or **your relatives** if **you** are a person;  
1035 c. Is caused by a **residence employee** in the course of employment by **you**, or **your relatives** if **you** are a person; or  
1036 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.

1037 Coverage G – Medical Payments to Others also applies to:

- 1038 1. **Farm employees** if the Information Page(s) shows Option L – Farm Liability Coverage;  
1039 2. Those persons listed on the Information Page(s) under OPTION N – Named Person Medical Payments.

1041 **We** may pay the injured person or the party that renders the medical services. Payment under this coverage is not an admission of  
1042 liability by **us** or any **insured**.

1043 Any individual who makes a claim under this coverage must, as a condition of payment:

- 1044 1. Authorize **us** to obtain any records which may be relevant to the claim or which may reasonably be expected to aid **our**  
1045 investigators in determining the facts relevant to the claim;  
1046 2. Answer, under oath as often as **we** may reasonably require, any questions posed by **us**, out of the presence of any other  
1047 individual, and sign a written transcript of such questions and answers;  
1048 3. Submit to physical examinations, at **our** expense, by doctors **we** select as often as **we** may reasonably require; and  
1049 4. Authorize **us** to obtain medical records which are material to the claim, including prior medical records.

1050 Any payment made under this coverage shall be set-off against any judgment obtained against any **insured**.

1051

## 1052 ADDITIONAL COVERAGE

1053

1054 Except where specifically stated otherwise in the Additional Coverages below, the amount provided within them is an amount in  
1055 addition to **your** Coverage F limit.

### 1056 1. SETTLEMENT EXPENSES

1057 **We** will pay:

- 1058 a. All costs **we** incur in the settlement of a claim or defense of a suit.  
1059 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  
1060 greater than **our** limit of liability. Notwithstanding a. above, **we** have no obligation to apply for or furnish bonds.  
1061 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.  
1062 d. Other reasonable expenses incurred at **our** request.

### 1063 2. FIRST AID EXPENSES

1064 **We** will pay up to \$1,000 per **occurrence** for **bodily injury** for expenses for immediate medical and surgical treatment **we** deem  
1065 reasonable and necessary for other persons at the time of the accident. **We** will pay only expenses which any **insured** incurs for  
1066 treatment of **bodily injury** covered by the policy.

1067

## 1068 SUPPLEMENTARY COVERAGES – SECTION II

1069

1070 1. **We** provide the following Supplementary Coverages. These coverages are not in addition to the limit of liability for Coverage F  
1071 and do not increase **our** total limit of liability. No more than one limit of Coverage F liability shown on **your** Information Page will  
1072 apply to all covered losses from one **occurrence**.

### 1073 a. LIMITED POLLUTION COVERAGE

1074 **Our** limit of liability for **bodily injury** and **property damage** consisting of, arising from or out of, contributed to, aggravated by,  
1075 or resulting from, **pollution**, whether directly or indirectly, will not exceed \$25,000 for any one **occurrence**, and no more than  
1076 \$50,000 for all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

### 1077 b. DAMAGE TO PROPERTY OF OTHERS

1078 **We** will pay up to \$1,000 per **occurrence** for **property damage** to property owned by others caused by any **insured**  
1079 regardless of fault. But, **we** will not pay for **property damage**:

- 1080 (1) Caused intentionally by any **insured** who has attained the age of 13.  
1081 (2) To property owned by, or rented or leased to, any **insured**, a tenant of any **insured**, or a resident of any **insured's**  
1082 household.  
1083 (3) Arising out of:

- 1084 i. An act or omission in connection with any premises other than the **insured premises**;  
 1085 ii. **Business** pursuits; or  
 1086 iii. Ownership, maintenance, or use of a **motor vehicle**, trailer, watercraft, or aircraft, except small lightweight model  
 1087 airplanes used for recreation purposes and not used or designed for:  
 1088 a) transporting cargo or persons; or  
 1089 b) **business** or farming purposes.  
 1090 (4) To property insured under Section I of this policy.  
 1091 (5) Otherwise covered under Coverage F – Personal Liability.  
 1092 **We will not pay more than the smallest of the following amounts for any one occurrence:**  
 1093 i. The **market value** of the property at the time of the loss;  
 1094 ii. The repair cost; or  
 1095 iii. \$1,000.  
 1096 This is not an amount in addition to **your** Coverage F limit.  
 1097

1098 **EXCLUSIONS – SECTION II**  
 1099

1100 Under Coverage F – Personal Liability, Coverage G – Medical Payment To Others, and under any other Option or endorsement  
 1101 shown on the Information Page(s) that provides coverage under Section II unless it specifically states otherwise in the pertinent  
 1102 Option or endorsement, **we** do not cover:

- 1103 1. **Bodily injury or property damage** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy,  
 1104 negligent entrustment, or negligent supervision of :  
 1105 a. Aircraft. **We** do cover small lightweight model airplanes used for recreation purposes and not used or designed for:  
 1106 (1) transporting cargo or persons; or  
 1107 (2) **business** or farming purposes.  
 1108 b. A **motor vehicle**. **We** do provide coverage if the **motor vehicle** is not subject to motor vehicle registration and it is:  
 1109 (1) Used exclusively on the **insured premises**; or  
 1110 (2) Kept in dead storage on the **insured premises**.  
 1111 The exceptions to the exclusion under 1. b. (1) & (2) above, do not apply to amphibious type motor vehicles identified in  
 1112 item 8. of the **motor vehicle** definition.  
 1113 c. Watercraft, unless the watercraft is owned or rented by any **insured** and has an inboard or outboard or inboard-outboard  
 1114 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  
 1115 **insured**.  
 1116 d. Watercraft powered by water jet pumps, including, but not limited to, jet skis, or wave runners.
- 1117 2. **Bodily injury or property damage** arising out of the rendering or failing to render professional services.
- 1118 3. **Bodily injury or property damage** arising out of **business** pursuits of any **insured**.
- 1119 4. **Bodily injury or property damage** arising out of any premises owned, rented, or controlled by any **insured** which is not an  
 1120 **insured premises**. But, **we** will cover **bodily injury** to a **residence employee** not otherwise excluded, arising out of and in the  
 1121 course of employment by any **insured** at such premises.
- 1122 5. **Bodily injury or property damage** expected or intended by any **insured** even if the resulting **bodily injury or property**  
 1123 **damage** is of a different kind, quality or degree than initially expected or intended, or is sustained by a different person, entity,  
 1124 real or personal property, than initially expected or intended.
- 1125 6. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution.
- 1126 7. **Bodily injury or property damage** resulting from false arrest, detention, or imprisonment, eviction, invasion of privacy, wrongful  
 1127 entry, libel, slander, defamation, malicious prosecution or any act, or lack of action, that in any manner disparages a person, a  
 1128 person's goods, products, or services, or violates a person's right of privacy.
- 1129 8. **Bodily injury or property damage** which arises out of the transmission of a communicable disease, bacteria, virus, fungus, or  
 1130 parasite by any **insured**.
- 1131 9. **Bodily injury or property damage** that arises out of the possession, lease, or ownership of any **livestock**, unless Option L –  
 1132 Farm Liability or Option Q – Limited Livestock Liability is shown on the Information Page(s).
- 1133 10. **Bodily Injury or property damage** consisting of, arising from or out of, contributed to, aggravated by, or resulting from,  
 1134 **pollution**, whether directly or indirectly, except as provided in Section II – Supplementary Coverages. This exclusion includes  
 1135 but is not limited to:  
 1136 a. The cost of testing, monitoring, abating, mitigating, removing, remediating, containing, treating, detoxifying, neutralizing or  
 1137 disposing of any **pollutant or pollution**;  
 1138 b. Any supervision, instruction, disclosure, or failures to disclose, recommendations, warnings, or advice given, or that  
 1139 allegedly should have been given relative to any **pollutant or pollution** that results in **bodily injury or property damage**;  
 1140 c. Any obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make  
 1141 payment because of such **bodily injury or property damage**, damages, loss, cost, payment, or expense;  
 1142 d. Any claim of nuisance concerning or related to **pollutants or pollution**;  
 1143 e. Actual, alleged, constructive or threatened diminution or loss of value of any property from the actual or alleged presence of  
 1144 **pollutants or pollution**; and  
 1145 f. All costs, expenses or damages arising out of any order, claim, suit or threat of liability by or on behalf of a governmental  
 1146 authority or any other person or entity for injury, damages or injunctive relief because of or arising out of **pollutants or**  
 1147 **pollution**.  
 1148 If the information Page(s) lists Option L – Farm Liability, exclusion 10. is modified as set forth in that Option.
- 1149 11. **Bodily injury or property damage by an "insured"** who inflicts, or directs another person to inflict, upon any person, corporal  
 1150 punishment or sexual abuse which results in "bodily injury" or "property damage". Sexual abuse includes physical or mental  
 1151 harassment or assault of a sexual nature.
- 1152 12. **Bodily injury or property damage** arising out of any illegal or criminal act of any **insured** whether or not such **insured** is actually  
 1153 charged for that act.
- 1154 13. **Bodily injury or property damage** arising out of the intentional or negligent misrepresentation or non-disclosure of any material  
 1155 fact related to the sale, or attempted sale, of property owned by any **insured**.
- 1156 14. Liability assumed under, or arising out of, or in any way resulting from:

- 1157 a. any oral or written contract or agreement;
- 1158 b. any stated or implied warranties or representations associated with any products or services provided by any **insured**.
- 1159 15. **Property damage** to property owned by any **insured**.
- 1160 16. **Property damage** to property occupied by, used by, or rented or leased to, or in the care, custody or control of, any **insured**.
- 1161 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**
- 1162 **relatives** if **you** are a person, caused by fire, smoke, or explosion that results from **your** or such **relative's** negligence.
- 1163 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**
- 1164 as compensation for the effects of **bodily injury**, without regard to fault, because of that **person's** status as an employee or
- 1165 beneficiary. This includes, but is not limited to, workers' compensation laws, unemployment compensation laws, non-
- 1166 occupational disability, occupational disease benefits, the Federal Employers' Liability Act, and the Jones Act, covering the **bodily**
- 1167 **injury**.
- 1168 18. **Bodily injury** or **property damage** when any **insured** is covered under a nuclear energy liability policy. This exclusion applies
- 1169 even if the limits of liability of that policy have been exhausted.
- 1170 19. **Bodily injury** or **property damage** to any **insured**. But, **we** will cover **bodily injury** to a **farm employee** not otherwise
- 1171 excluded, arising out of and in the course of employment by any **insured**.
- 1172 20. Punitive or exemplary damages.
- 1173 21. **Bodily injury** or **property damage** arising out of the ownership, possession, boarding, training, breeding, or raising of wild or
- 1174 exotic animals.
- 1175 22. **Bodily injury** or **property damage** arising out of any substance released or discharged from any aircraft.
- 1176 23. **Bodily injury** or **property damage** arising out of **custom farming**. However, if the Information Page(s) shows Option L – Farm
- 1177 Liability, **custom farming** conducted within a 100-mile radius from the **insured premises** is covered, subject to all terms of this
- 1178 policy.
- 1179 24. **Bodily injury** or **property damage** arising out of the conduct of a partnership, joint venture, limited liability company (LLC),
- 1180 limited liability partnership (LLP), corporation, trust, or entity of which any **insured** is a partner, member, or participant and which
- 1181 is not shown as a Named Insured or Additional Insured on the Information Page(s).
- 1182 25. **Bodily injury** or **property damage** arising out of the use of **farm personal property** while being used in any **business**, tractor
- 1183 pull, race, contest or competition. Parades are not considered a contest or competitive event. This exclusion does not apply to
- 1184 **bodily injury** or **property damage** arising out of the use of **your** business personal property used in a business shown within
- 1185 Option M on the Information Page(s) or in **your farming** operation, at the time of the loss.
- 1186 26. Any actual, alleged, threatened or adjudicated **bodily injury** or **property damage** resulting from physical, mental or emotional
- 1187 injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement,
- 1188 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying,
- 1189 whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.
- 1190 27. Liability arising out of, or in any way resulting from:
- 1191 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade secret, or intellectual property rights of another;
- 1192 b. any misappropriation of advertising ideas of another, or anything damaging, false or misleading in **your** advertisements or
- 1193 marketing activities.
- 1194 28. Liability arising out of, or in any way resulting from, electronic media such as, but not limited to, electronic chat rooms, electronic
- 1195 bulletin boards, blogs, social or business networking, Facebook, Twitter, Myspace, LinkedIn, or any other electronic media any
- 1196 **insured** uses, hosts, owns, participates in, or over which any **insured** exercises any control.
- 1197 29. Liability arising out of, or in any way resulting from, the unauthorized use of, or access to, another's product, information, or
- 1198 service.
- 1199 30. Liability arising out of, or in any way resulting from, the designing or determining of the content of internet websites or web
- 1200 applications.
- 1201 31. **Bodily injury** including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or
- 1202 derivative of, any **bodily injury**:
- 1203 a. to a fellow employee while on the job and arising from another employee;
- 1204 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
- 1205 **bodily injury** not otherwise excluded to:
- 1206 (1) a **residence employee** who is not covered by, and who is not entitled or required to be covered under, any workers'
- 1207 compensation insurance, unemployment compensation law, non-occupational disability, occupational disease benefits,
- 1208 the Federal Employers' Liability Act, or the Jones Act or benefits;
- 1209 c. to the spouse, child, parent, brother or sister of any employee as a consequence of a. or b. above.
- 1210 Exclusions a. through c. above apply whether the **insured** may be liable as an employer or in any other capacity, and to any
- 1211 obligation to share damages with, or to repay, a third party that must pay damages because of injury including but not limited to
- 1212 damages paid under unemployment compensation laws, non-occupational disability, occupational disease benefits, the Federal
- 1213 Employers' Liability Act, or the Jones Act.
- 1214 32. Liability arising out of, or in any way resulting from, any paid public or paid civic activities of any **insured**.
- 1215 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
- 1216 **insured** with the knowledge of its falsity or made prior to the effective date of this coverage.
- 1217 34. Liability arising out of, or in any way resulting from, installation of, or contamination from, a known virus, malware, spyware,
- 1218 adware, Trojan horse, backdoor or other damaging computer program or software.
- 1219 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
- 1220 and/or confidential information.
- 1221 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
- 1222 inability to manipulate electronic data of any kind.
- 1223 37. Liability arising out of, or in any way resulting from, malpractice, professional liability, errors and omissions or directors and
- 1224 officers liability.
- 1225 38. Fiduciary liability arising from the Employees Retirement Income Security Act of 1974 and all amendments thereto.
- 1226 39. Any liability related to and/or arising out of Securities Act Liability (S.E.C. Liability) of any kind.
- 1227 40. Any liability arising directly or indirectly out of violations of or alleged violations of:
- 1228 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or
- 1229 local laws, ordinances, statutes, or regulations;

- 1230 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances,  
 1231 statutes, or regulations;  
 1232 c. any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CAN-SPAM Act of 2003, that limits  
 1233 or prohibits the communicating, recording, receiving, transmitting, sending, or distribution of material or information;  
 1234 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit  
 1235 Transactions Act (FACTA); or  
 1236 e. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their  
 1237 amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording,  
 1238 receiving, sending, transmitting, communicating or distribution of material or information.
- 1239 41. Any liability resulting from, or in any way arising directly or indirectly out of:  
 1240 a. refusal to employ any person;  
 1241 b. termination of the employment of any person; or  
 1242 c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual  
 1243 misconduct, or other employment-related practices, policies, acts, or omissions directed towards any person;  
 1244 This includes no liability to any spouse, child, parent, brother, or sister of any person identified in a. through c. above.  
 1245 This exclusion applies whether the **insured** is liable or alleged to be liable either as an employer or in any other capacity or there  
 1246 is an obligation to fully or partially reimburse a third party for such damages.
- 1247 42. **Bodily injury** or **property damage** arising out of the sale, manufacture, delivery, or transfer by any person of a controlled  
 1248 substance or any other items or materials subject to statutory control as defined by the Federal Food and Drug Law at 21  
 1249 U.S.C.A. Sections 811 and 812, including any amendments, whether or not it is legal to use or possess such substances, items,  
 1250 or materials.
- 1251 43. **Bodily Injury** and/or **property damage** consisting of, arising from or out of, contributed to, aggravated by, or resulting from,  
 1252 whether directly or indirectly, the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape,  
 1253 trespass, wrongful entry, ingestion, inhalation or absorption of or exposure to:  
 1254 a. **livestock** waste runoff or spills;  
 1255 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or  
 1256 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation,  
 1257 whether gradual or sudden.

1258  
 1259 Under Coverage G - Medical Payments to Others **we** also do not cover:

- 1260 1. Any person who regularly resides on any part of an **insured premises** except:  
 1261 a. A **residence employee**;  
 1262 b. Those persons listed on the Information Page(s) under Option N – Named Person Medical Payments.  
 1263 2. **Bodily injury** from any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.  
 1264 3. Any **bodily injury** caused by an allergic reaction.  
 1265 4. Muscle strain or sprain of any type caused by overexertion, including overexertion due to lifting.  
 1266

## 1267 CONDITIONS – SECTION II

- 1268  
 1269 1. What an **insured** must do in case of **bodily injury** or **property damage**:  
 1270 a. Notify **us** immediately. The notice must give:  
 1271 (1) **Your** name and policy number;  
 1272 (2) The date, time, place, and circumstances of the accident, occurrence, or loss, and  
 1273 (3) The names and addresses and telephone numbers of injured persons and witnesses.  
 1274 b. Send **us** immediately all legal papers, including amended petitions, received relating to a claim or suit.  
 1275 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.  
 1276 d. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur  
 1277 expenses related to any **occurrence** to which this policy applies.
- 1278 2. LIMITS OF LIABILITY  
 1279 Regardless of the number of **insured(s)**, injured persons, applicable insurance policies **we** have issued, premiums paid, claims  
 1280 made, or suits brought, **our** liability is limited as follows:  
 1281 a. As respects Coverage F - Personal Liability coverage, the limit of liability stated on the Information Page(s) for Coverage F is  
 1282 the total limit of **our** liability for all damages resulting from any one **occurrence**. When more than one policy issued by **us** to  
 1283 **you**, or to any **insured** on this policy, provides Personal Liability coverage for the same loss only the policy with the highest  
 1284 limit of liability coverage will apply. No stacking or aggregation of coverages, limits, or policies will be allowed.  
 1285 b. As respects Medical Payments to Others Coverage, the limit of liability stated on the Information Page(s) for Coverage G is  
 1286 **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one accident. No  
 1287 stacking or aggregation of coverages, limits, or policies will be allowed.
- 1288 3. SEVERABILITY OF INSURANCE  
 1289 This insurance applies separately to each **insured** against whom claim is made or suit is brought, subject to **our** limits of liability  
 1290 for each **occurrence**. Exclusions under this liability coverage as applied to any one **insured** may limit or exclude coverage as  
 1291 to all **insureds**.
- 1292 4. BANKRUPTCY  
 1293 **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured**.
- 1294 5. OTHER LIABILITY INSURANCE COVERAGE  
 1295 Subject to all other terms of this policy, this insurance is excess over any other valid and collectible insurance, with the exception  
 1296 of any Excess or Umbrella coverage purchased specifically to cover as excess over the limits of liability in this policy.  
 1297

## 1298 GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II

- 1299  
 1300 1. ASSIGNMENT  
 1301 Assignment of this policy will not be valid unless **we** give **our** written consent.  
 1302

1303 2. RENEWAL  
1304 This policy may be continued for successive policy periods by payment of the required premium, unless **we** mail or email to **you**  
1305 a written notice of **our** intention not to renew on or before the effective date of each renewal period. It is agreed that the renewal  
1306 premium will be based upon the rates in effect, the coverages carried, the applicable limits of liability, deductibles, and other  
1307 elements that affect the premium that apply at the time of renewal.  
1308 As to only the interest of a lienholder or mortgagee (or trustee) declared in this policy, this insurance will be terminated only if **we**  
1309 give such lienholder or mortgagee (or trustee) at least ten (10) days written notice of termination.  
1310 **We** may non-renew **your** policy by written notice mailed or emailed to the address shown in the policy or email address provided  
1311 to **us**. The notice shall give the date the non-renewal is effective. It will be mailed or emailed to **you** at least sixty (60) days  
1312 before the non-renewal effective date. **We** will use first-class mail or electronic email notification to transmit such notice. The  
1313 notice period will begin to run on the date the notice is mailed or emailed, not the date of receipt. The mailing or emailing of the  
1314 notice shall be sufficient proof that notice was given.

1315 3. CANCELLATION  
1316 **You** may cancel **your** policy by notifying **us** in writing or online via our website of the date to cancel, which must be later than the  
1317 date **you** mail, deliver or submit it electronically to **us**. **We** may waive these requirements by confirming the date and time of  
1318 cancellation to **you** in writing or electronically via email notification. If you cancel for any reason within the first term of the policy you  
1319 also agree to pay the applicable cancellation fee.  
1320 **We** may cancel **your** policy by written notice, mailed **your** last known address, or sent electronically via email notification to **your**  
1321 last email address known to us. The notice shall give the date cancellation is effective.  
1322 It will be mailed to **you** at least:  
1323 a. Ten (10) days before the cancellation effective date:  
1324 (1) If the cancellation is because **you** did not pay the premium; or  
1325 (2) If the policy has been in force for 60 days or less.  
1326 b. Sixty (60) days before the cancellation effective date:  
1327 (1) If there is evidence of incendiarism by any **insured**;  
1328 (2) The cancellation is because of any other reason allowed by law and the policy has been in force for more than sixty  
1329 (60) days.  
1330 **We** will use first-class mail or email to transmit such notice. The mailing or emailing of the notice shall be sufficient proof that  
1331 notice was given.  
1332 Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata basis less any applicable cancellation fee. If  
1333 **we** cancel, premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time **we** cancel or within  
1334 a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.  
1335 As to only the interest of a lienholder or mortgagee (or trustee) declared in this policy, this insurance will be terminated only if **we**  
1336 give such lienholder or mortgagee (or trustee) at least ten (10) days written notice of termination.

1337 4. CONCEALMENT, FRAUD, OR MISREPRESENTATION  
1338 This entire policy is void as to **you** and all other **insureds** if any **insured** before or after a loss conceals or misrepresents any  
1339 material fact or circumstance, or has engaged in any fraudulent conduct.

1340 5. CHANGES  
1341 No change or waiver may be effected in this policy except by written endorsement issued by **us**. If a premium adjustment is  
1342 necessary, **we** will make the adjustment as of the effective date of the change. If any coverage **you** have under this policy is  
1343 broadened by **us** without charge during the policy period, this policy will automatically provide the broadened coverage when  
1344 effective in Nebraska.  
1345 **We** may reduce an amount or adversely modify this policy at any time (subject to the laws of Nebraska regarding such) by giving  
1346 any **insured** sixty (60) days written notice prior to the effective date of such action. Notice will be mailed to the mailing address  
1347 shown on the Information Page(s) or emailed to **your** the last email address known to **us**. Proof of mailing or emailing will be  
1348 sufficient proof of notice.

1349 6. OUR RIGHT TO RECOVER PAYMENT  
1350 In the event **we** make any payment under this policy, **we** will be subrogated to all rights of recovery, based upon the same  
1351 damages, which an **insured** or any other person receiving the payment, may have against any person liable for those damages.  
1352 As a condition of payment under this policy, any **insured**, or other person who receives payment under this policy, agrees to  
1353 execute and deliver any necessary legal instruments to **us** and do whatever else **we** may ask which is necessary to secure **our**  
1354 rights.  
1355 Any **insured**, or other person who receives payment under this policy, agrees to cooperate with **us** in enforcing **our** rights of  
1356 recovery acquired under this section and to do nothing to prejudice **our** rights.

1357 7. OUR RIGHT TO INSPECT INSURED PREMISES  
1358 **We** have the right to inspect any **insured premises** covered by this policy as often as may be reasonable. **You** agree to allow  
1359 **us** to come onto those **insured premises** and into any **dwelling** or buildings or inspect personal property on those **insured**  
1360 **premises**.

1361 8. POLICY PERIOD  
1362 The policy period is shown on the Information Page of **your** policy. The policy period begins and ends at 12:01 A.M. Central  
1363 Standard Time. Any change(s) in coverage made during the policy period begins at 12:01 A.M. Central Standard Time on the  
1364 effective date shown for the change on the Information Page.

1365 9. RECOVERIES  
1366 If **we** pay any **insured** for loss under this policy and stolen or damaged property is recovered, or payment is made by those  
1367 responsible for the loss, the following provisions apply:  
1368 a. The **insured** must notify **us** or **we** will notify the **insured** promptly if either recovers property or receives payment.  
1369 b. Any proper expenses incurred by either party in making the recovery are reimbursed first.  
1370 c. The **insured** may keep recovered property by refunding to **us** the amount of the claim paid or any lesser amount to which **we**  
1371 agree.  
1372 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  
1373 policy, any recovery will be prorated between the **insured** and **us** based on **our** respective interests in the loss.  
1374 e. If we pay an innocent co-**insured** subject of abuse for loss arising out of abuse by another **insured** who is a current or  
1375 former family member or household member, the rights of the innocent co-**insured** to recover damages from the abuser are

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transferred to us to the extent of our payment. The innocent co-**insured** may not waive such rights to recover against the abuser.

For this Condition 9e., abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another person, including a minor child.

10. COOPERATION

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


11. Misrepresentation or Breach of Condition or Warranty

- a. A misrepresentation or warranty made by **you** or on **your** behalf in the negotiation of or application for this policy will void this policy if:
  - (1) It is material;
  - (2) It is made with the intent to deceive;
  - (3) We rely on it; and
  - (4) We are deceived to our injury.
- b. A breach of warranty or condition will void the policy if such breach exists at the time of loss and contributes to the loss.

All other provisions of this policy apply.

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

  
**President**

  
**Secretary**

1400 **OPTIONAL COVERAGES**

1401  
1402 The following Options are optional coverages and only those Options shown on the Information Page(s) of **your** policy apply. None  
1403 of these Options increase the limits of coverage shown on the Information Page(s) unless specifically stated in the Option. All  
1404 definitions, duties, exclusions, limitations, general provisions, and conditions apply unless specifically modified by the language in  
1405 the specific Option.  
1406

1407 **OPTION A –DWELLING REPLACEMENT COST PLUS COVERAGE**

1408  
1409 When Option A is shown on the Information Page(s), **our** total payment under this Option for any **dwelling** showing this Option A  
1410 coverage will not exceed an additional amount equal to 20% of the amount of insurance shown on the Information Page(s) for  
1411 Coverage A on such **dwelling**.

1412 Subject to the preceding paragraph and all other terms of this option, **we** will settle covered total losses to a **dwelling** showing this  
1413 Option A coverage at replacement cost. However, this coverage does not apply:

- 1414 1. To a loss which occurs within fifty-nine (59) days of the initial effective date of this policy;
- 1415 2. If **you** fail to notify **us** within ninety (90) days of any additions to or remodeling of the **dwelling** which increases its replacement  
1416 cost value by \$5,000 or more;
- 1417 3. Unless reconstruction is complete within twelve (12) months from the date of loss;
- 1418 4. To an increase in reconstruction costs that are a direct result of any modifications in the original design of said **dwelling**;
- 1419 5. To an increase in reconstruction costs that are a direct result of any variation in the kind and quality of materials used;
- 1420 6. Unless **you** actually incur and document the reconstruction cost in excess of the amount of insurance of the Coverage A limit on  
1421 said **dwelling**.

1422 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  
1423 same location where the loss to such **dwelling** occurred, **our** payment will not exceed the amount of insurance applying to the  
1424 **dwelling** as shown on the Information Page(s).

1425 **We** will determine when a **dwelling** is a total loss.  
1426

1427 **OPTION B – INFLATION PROTECTION**

1428  
1429 When Option B is shown on the Information Page(s), **we** will increase the amount of insurance for Section I Coverage A – Dwelling  
1430 and Coverage C – Personal Property by the annual inflation percent of construction costs which is added at the end of each twelve  
1431 (12) month period of **your** policy. The percentage is determined by the method **we** filed with the Nebraska Department of  
1432 Insurance. This amount is included in the amounts of coverage shown on the Information Page(s).  
1433  
1434

1435 **OPTION D – INCREASED LIMIT OF PERSONAL PROPERTY AWAY FROM PREMISES**

1436  
1437 When Option D is shown on the Information Page(s), the limit of insurance for personal property away from the **insured premises**  
1438 is increased to the amount shown on the Information Page(s) for Option D.  
1439

1440 **OPTION E – INCREASED MONEY COVERAGE**

1441  
1442 When Option E is shown on the Information Page(s), the limit of insurance for covered losses under Coverage C on money, money  
1443 orders, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins, precious metals or loss through  
1444 acceptance of counterfeit money is increased to the amount shown on the Information Page(s) for Option E.  
1445

1446 **OPTION E-1 – LIVESTOCK EXTENSION OPTION**

1447  
1448 When Option E-1 is shown on the Information Page(s), **livestock** are covered for the following additional perils:

- 1449 1. Accidental Shooting: Except by any **insured**, any **relative** of any **insured**, any **farm employee**, or any resident of the **insured**  
1450 **premises**.
- 1451 2. Drowning from External Causes: Except drowning of poultry. Swine under thirty (30) days old are not covered.
- 1452 3. Attack by Dogs or Wild Animals: Except loss as the direct or indirect result of flight is not covered.
- 1453 4. Collapse of structures, bridges, and culverts.  
1454

1455 **OPTION E-2 – MACHINERY COLLISION, UPSET, AND OVERTURN**

1456  
1457 When Option E-2 is shown on the Information Page(s), collision, upset, and overturn are additional perils added regarding  
1458 **machinery** only, under Coverage E.  
1459

1460 **OPTION E-3 – FOREIGN OBJECTS IN MACHINERY**

1461  
1462 When OPTION E-3 - FOREIGN OBJECTS IN MACHINERY is shown on the Information Page(s):

1463 I. In Section I, under Coverage E – Farm Personal Property, **your** policy is amended as follows:

1464 Under "Perils insured against with respect to Coverage E", sub-paragraph 2. is replaced with the following:

- 1465 2. **Machinery** is covered for Level Three Protection, subject to the following limitations: Collision, Upset and Overturn are not  
1466 covered perils unless Option E-2 is shown on the Information Page(s); Farm-related business inventory, which is inventory  
1467 held for resale by the business shown with Option M on the Information Page(s) and which is **individually identified**, is  
1468 covered for Level Two Protection; and Tires are covered only for:
  - 1469 a. fire, wind, theft, and vandalism and malicious mischief; and
  - 1470 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  
1471 peril otherwise covered by the policy.

1472 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).

1473 II. In the GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION in Section I of **your** policy:  
1474 For the purposes of coverage under this OPTION E-3 only, exclusion 36. is replaced with the following:  
1475 36. **Machinery** colliding with the ground or rocks on the ground, whether or not this policy includes OPTION E-2 – MACHINERY  
1476 COLLISION, UPSET, AND OVERTURN. However, this exclusion does not apply to mobile GPS equipment while attached  
1477 to other **machinery** if OPTION E-2 is shown on the Information Page(s), and this exclusion does not apply to glass  
1478 breakage. **We** will pay for sudden and accidental direct physical loss or damage caused by or resulting from foreign objects  
1479 picked up and taken into the **machinery**.  
1480

#### 1481 **OPTION F – INCREASED SECURITIES COVERAGE**

1482  
1483 When Option F is shown on the Information Page(s), the amount of insurance in LIMITATIONS ON PERSONAL PROPERTY  
1484 COVERAGE for securities, stamps, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works, and  
1485 other valuable papers, drafts, cashier's checks, travelers checks, certified checks, official checks, checks, certificates of deposit, and  
1486 notes other than bank notes including negotiable orders of withdrawal is increased to the amount shown on the Information Page(s)  
1487 for Option F.  
1488

#### 1489 **OPTION G – INCREASED COVERAGE DUE TO THEFT OF CREDIT CARD, FUND TRANSFER CARD, OR LOSS DUE TO** 1490 **CHECK FORGERY**

1491  
1492 When Option G is shown on the Information Page(s) the amount of insurance in LIMITATIONS ON PERSONAL PROPERTY  
1493 COVERAGE due to theft of credit card, fund transfer card, or loss due to check forgery is increased to the amount shown on the  
1494 Information Page(s) for Option G.  
1495

#### 1496 **OPTION H - PERSONAL INJURY COVERAGE**

1497  
1498 When Option H is shown on the Information Page(s), **you** have PERSONAL INJURY COVERAGE. This coverage will share the  
1499 same limit of liability as Coverage F – Personal Liability. This coverage applies only to Named Insureds and Additional Insureds  
1500 that are persons.  
1501

1502 The insurance provided by this Option H for the claims/suits referenced herein is the only insurance coverage applicable under the  
1503 policy for such claims/suits.  
1504

1505 **Personal Injury** - means injury arising out of one or more of the following offenses:

- 1506 1. False arrest, detention, or imprisonment, or malicious prosecution;
- 1507 2. Libel or slander, defamation of character, or violation of a person's right of privacy; or
- 1508 3. Wrongful entry or eviction, or other invasion of the right of private occupancy.  
1509

1510 For the purposes of coverage under this Option only, the definition for **occurrence** is replaced with the following:  
1511 **Occurrence** – means an unintended accident, including continuous or repeated exposure to substantially the same general harmful  
1512 conditions, that happens abruptly, and which occurs during the policy period and causes **personal injury**. All exposures to  
1513 substantially the same general conditions will be considered as arising out of one **occurrence**.  
1514

1515 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  
1516 claim is made or suit is brought against:

- 1517 a. **you** or **your relative**;
- 1518 b. an Additional Insured shown under Option X on the Information Page(s) or a **relative** of such person while acting on behalf of  
1519 **you**; or
- 1520 c. an Additional Insured shown under Option Y on the Information Page(s) or a **relative** of such person;

1521 for **personal injury** caused by an **occurrence** to which this Option applies, **we** will:

- 1522 1. Pay up to **our** limit of liability for covered damages for which:
  - 1523 a. **you** or **your relative**;
  - 1524 b. an Additional Insured shown under Option X on the Information Page(s) while acting on behalf of **you**; or
  - 1525 c. an Additional Insured shown under Option Y on the Information Page(s) or **relative** of such person;  
1526 is legally liable.  
1527 Any pre-judgment interest is included within the limit of liability. Any post-judgment interest is included within the limit of  
1528 liability, unless **we** chose to appeal any judgment.
- 1529 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may investigate and settle any claim or suit that **we**  
1530 decide is appropriate. **Our** obligation to settle or defend ends when the sum of all payments made by **us** either by  
1531 settlement, satisfaction of judgment or interpleader equal **our** limit of liability shown on the Information Page for  
1532 Coverage F.

1533 Unless specifically stated otherwise in this Option or in **your** policy, **we** will pay, in addition to **our** limit of liability:

#### 1534 **SETTLEMENT EXPENSES**

1535 **We** will pay:

- 1536 1. All costs **we** incur at **our** election in the settlement of a claim or defense of a suit.
- 1537 2. Premiums on bonds required in a suit **we** defend. But, **we** will not pay the premium for the portion of a bond amount  
1538 that is greater than **our** limit of liability. Notwithstanding 1. above, **we** have no obligation to apply for or furnish bonds.
- 1539 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  
1540 suit.
- 1541 4. Other reasonable expenses incurred at **our** request.  
1542

1543 **EXCLUSIONS:**

1544 **We** do not cover:

- 1545 1. **Personal injury** arising out of the conduct of a partnership, joint venture, limited liability company (LLC), limited liability



- 1546 partnership (LLP), corporation, trust or other entity of which any **insured** is a partner, member, or participant and which  
1547 is not shown as a Named Insured or an Additional Insured on the Information Page(s).
- 1548 2. **Personal injury** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy, negligent  
1549 entrustment or negligent supervision of aircraft, **motor vehicles** or watercraft, owned, operated or used by, or rented or  
1550 loaned to, any **insured**.
- 1551 3. **Personal injury** arising out of the rendering or failing to render professional services.
- 1552 4. **Personal injury** arising out of **business** pursuits of any **insured**.
- 1553 5. **Personal injury** arising out of any premises owned, rented, or controlled by any **insured** which is not an **insured**  
1554 **premises**.
- 1555 6. **Personal injury** intentionally caused by or at the direction of an **insured** or with the knowledge that the act would  
1556 violate the rights of another and would inflict **personal injury**, even if the resulting **personal injury** is of a different kind,  
1557 quality or degree than initially expected or intended, or is sustained by a different person, or entity than initially expected  
1558 or intended.
- 1559 7. **Personal injury** arising out of war (declared or un-declared), civil war, insurrection, rebellion, or revolution.
- 1560 8. **Personal injury** consisting of, arising from or out of, contributed to, aggravated by, or resulting from, **pollution**, whether  
1561 directly or indirectly, except as provided in Section II – Supplementary Coverages. This exclusion includes but is not limited to:  
1562 a. The cost of testing, monitoring, abating, mitigating, removing, remediating, containing, treating, detoxifying, neutralizing or  
1563 disposing of any **pollutant** or **pollution**;  
1564 b. Any supervision, instruction, disclosure, or failures to disclose, recommendations, warnings, or advice given, or that  
1565 allegedly should have been given relative to any **pollutant** or **pollution** that results in **personal injury**;  
1566 c. Any obligation to share damages, losses, costs, payments, or expenses with or repay someone else who must make  
1567 payment because of such **personal injury**, damages, loss, cost, payment, or expense;  
1568 d. Any claim of nuisance concerning or related to **pollutants** or **pollution**;  
1569 e. Actual, alleged, constructive or threatened diminution or loss of value of any property from the actual or alleged presence of  
1570 **pollutants** or **pollution**; and  
1571 All costs, expenses or damages arising out of any order, claim, suit or threat of liability by or on behalf of a  
1572 governmental authority or any other person or entity for injury, damages or injunctive relief because of or arising out of  
1573 **pollutants** or **pollution**.
- 1574 9. **Personal injury** resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation,  
1575 or sexual relations.
- 1576 10. **Personal injury** arising out of any illegal or criminal act of any **insured** whether or not such **insured** is actually charged  
1577 with a crime for the act.
- 1578 11. **Personal injury** arising out of the intentional or negligent misrepresentation or non-disclosure of any material fact  
1579 related to the sale, or attempted sale, of property owned by any **insured**.
- 1580 12. Liability assumed under, or arising out of, or in any way resulting from:  
1581 a. any oral or written contract or agreement;  
1582 b. any stated or implied warranty associated with any products or services provided by any **insured**.
- 1583 13. Punitive or exemplary damages.
- 1584 14. **Personal injury** arising out of, or in any way resulting from:  
1585 a. infringement of a patent, copyright, trademark, slogan, trade-dress, trade secret, or intellectual property rights of another;  
1586 b. any misappropriation of advertising ideas of another, or anything damaging, false or misleading in **your**  
1587 advertisements or marketing activities.
- 1588 15. **Personal injury** arising out of an electronic chat room, bulletin board, Facebook, Twitter, Myspace, or other electronic  
1589 social media done by or at the direction of any **insured** with the knowledge of its falsity or made prior to the effective  
1590 date of this coverage.
- 1591 16. **Personal injury** arising out of the unauthorized use of, or access to, another's product, information, or service.
- 1592 17. **Personal injury** arising out of the designing or determining of the content of internet websites or web applications.
- 1593 18. **Personal injury** arising out of an offense directly or indirectly related to employment by any **insured**.
- 1594 19. **Personal injury** arising out of any paid public or civic activities of any **insured**.
- 1595 20. **Personal injury** resulting from oral or written publication of material done by or at the direction of any **insured** with the  
1596 knowledge of its falsity or made prior to the effective date of this coverage.
- 1597 21. Liability resulting from installation of, or contamination from, a virus, malware, spyware, adware, Trojan horse, backdoor  
1598 or other damaging computer program or software.
- 1599 22. **Personal injury** to any **insured**.
- 1600 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  
1601 inability to manipulate electronic data of any kind.
- 1602 24. Liability arising out of, or in any way resulting from, malpractice, professional liability, errors and omissions or directors and  
1603 officers liability.
- 1604 25. Fiduciary liability arising from the Employees Retirement Income Security Act of 1974 and all amendments thereto.
- 1605 26. Any liability related to and/or arising out of Securities Act Liability (S.E.C. Liability) of any kind.
- 1606 27. Any liability arising directly or indirectly out of violations of or alleged violations of:  
1607 a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state,  
1608 or local laws, ordinances, statutes, or regulations;  
1609 b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances,  
1610 statutes, or regulations;  
1611 c. any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CAN-SPAM Act of 2003, that  
1612 limits or prohibits the communicating, recording, receiving, transmitting, sending, or distribution of material or information;  
1613 d. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit  
1614 Transactions Act (FACTA); or  
1615 e. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their  
1616 amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording,  
1617 receiving, sending, transmitting, communicating or distribution of material or information.
- 1618 28. Any liability resulting from, or in any way arising directly or indirectly out of:

- 1619 a. refusal to employ any person;  
1620 b. termination of the employment of any person; or  
1621 c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual  
1622 misconduct, or other employment-related practices, policies, acts, or omissions directed towards any person;  
1623 This includes no liability to any spouse, child, parent, brother, or sister of any person identified in a. through c. above.  
1624 This exclusion applies whether the **insured** is liable or alleged to be liable either as an employer or in any other capacity or  
1625 there is an obligation to fully or partially reimburse a third party for such damages.  
1626 29. **Personal injury** arising out of the sale, manufacture, delivery, or transfer by any person of a controlled substance or any other  
1627 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  
1628 812, including any amendments, whether or not it is legal to use or possess such substances, items, or materials.  
1629 30. Any actual, alleged, threatened or adjudicated **personal injury** resulting in any way from abuse, harassment, belittlement,  
1630 disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,  
1631 torture, devilement or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any  
1632 other means.  
1633

#### 1634 CONDITIONS – SECTION II

1635 Paragraphs 1., 2., and 5. in CONDITIONS – SECTION II of **your** policy are replaced with the following for the purposes of coverage  
1636 provided under this Option, only.  
1637

##### 1638 1. What an **insured** must do in case of **personal injury**:

- 1639 a. Notify **us** immediately. The notice must give:  
1640 (1) **Your** name and policy number;  
1641 (2) The date, time, place, and circumstances of the accident, **occurrence**, or loss; and  
1642 (3) The names, addresses, and telephone numbers of injured persons/entities and any witnesses.  
1643 b. Send **us** immediately all legal papers including amended petitions received relating to a claim or suit.  
1644 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.  
1645 d. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or  
1646 incur expenses related to any **occurrence** to which this policy applies.  
1647

##### 1648 2. LIMITS OF LIABILITY

1649 Regardless of the number of **insured(s)**, injured persons, applicable insurance policies **we** have issued, claims made,  
1650 or suits brought, **our** liability is limited as follows:

- 1651 a. As respects Personal Injury Coverage, the limit of liability stated on the Information Page(s) for Coverage F is the  
1652 total limit of **our** liability under this policy for all covered damages resulting from any one **occurrence**; and  
1653 b. As respects Personal Injury Coverage, two (2) times the limit of liability stated on the Information Page(s) for  
1654 Coverage F is the total limit of **our** liability under this policy for all covered damages resulting from all covered  
1655 **occurrences** during the twelve (12) month policy period shown on **your** Information Page.  
1656

##### 1657 5. OTHER INSURANCE COVERAGE

1658 This insurance is excess over any other valid and collectible insurance.  
1659

#### 1660 OPTION I – BUSINESS PURSUITS

1661  
1662 When Option I is shown on **your** Information Page(s), Coverage F - Personal Liability coverage and Coverage G - Medical  
1663 Payments to Others coverage apply to the **business** pursuits of the **insured** for the business listed for Option I.  
1664

#### 1665 ADDITIONAL DEFINED TERMS

1666 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy:

##### 1667 **Your Work** – means:

- 1668 1. Work or operations performed by **you** or any **insured** or on **your** behalf by employees hired full or part-time in the business  
1669 shown with this Option; and  
1670 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

##### 1671 **Your work** includes:

- 1672 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;  
1673 b. providing or failing to provide warnings or instructions; and  
1674 c. the loading or unloading of a vehicle by any **insured** which is not owned or operated by **you**.  
1675

1676 **Your Completed Work** means **your work** at the earliest of the following times:

- 1677 1. When all work specified in **your** contract has been completed;  
1678 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  
1679 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  
1680 contractor or subcontractor working on the same project.

1681 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is  
1682 otherwise complete, will be deemed completed.  
1683

1684 **Your Products** – means goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others  
1685 trading under **your** name, or a person or organization whose business or assets **you** have acquired.

##### 1686 **Your products** include:

- 1687 a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of **your**  
1688 **products**;  
1689 b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with **your products**; and  
1690 c. **Your** or those acting on **your** behalf, providing or failing to provide warnings or instructions.  
1691

1691 **Your Products** does not include:

- 1692 a. Real property;  
1693 b. Property rented to or located for the use of others but not sold, including, but not limited to, vending machines; and  
1694 c. **Farm products**.

1695  
1696 **Impaired property** – means tangible property, other than **your product** or **your work**:

- 1697 1. That is less useful or no longer usable because:  
1698 a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or  
1699 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a contract or agreement; and  
1700 2. Which can be restored by:  
1701 a. the repair, replacement, adjustment or removal of **your product** or **your work**; or  
1702 b. **your** fulfillment of the terms of the contract or agreement.

1703  
1704 **EXCLUSIONS**

1705 For coverage under this Option I, exclusion 3. under EXCLUSIONS – SECTION II is deleted and replaced with the following:

- 1706 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any  
1707 **insured**. But, the activities of an **insured** pertaining to the business described on the Information Page(s) for Option I will not be  
1708 considered **business** pursuits.

1709  
1710 **ADDITIONAL EXCLUSIONS**

1711 In addition to the exclusions in Exclusions - Section II of **your** policy:

1712 This insurance does not cover:

- 1713 1. **Bodily injury** or **property damage** arising out of any **business** pursuits of any **insured** in connection with any **business**  
1714 owned or financially controlled by any **insured** or by a partnership, LLC, LLP, Corporation, Trust or other entity of which any  
1715 **insured** is a partner, member, manager, officer, director, executor, administrator, or trustee.  
1716 2. **Bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature other  
1717 than teaching, including but not limited to any architectural, engineering, or industrial design services; any medical, surgical,  
1718 dental, or other services or treatment conducive to the health of persons or animals; and any beauty or barber services or  
1719 treatment.  
1720 3. When any **insured** is a member of the faculty or teaching staff of any school or college and **bodily injury** or **property damage**  
1721 arises out of the maintenance, use, loading or unloading of draft or saddle animals, vehicles for their use, aircraft, **motor**  
1722 **vehicles**, or watercraft owned or operated or hired by or for any **insured** for the purpose of instruction in the use thereof.  
1723 4. **Bodily injury** or **property damage** arising out of barber or beauty operation if the **business** employs two (2) or more persons.  
1724 5. **Bodily injury** or **property damage** arising from the ownership, maintenance, use, rental, or loan of tanning beds or tanning  
1725 devices or the operation of tanning salons.  
1726 6. Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of, or in any way resulting  
1727 from, the loss of use, disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your**  
1728 **work**, **your products**, or **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or  
1729 recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or  
1730 unsafe condition in **your work**, **your products**, or **impaired property**.  
1731 7. **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a  
1732 defect, deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of the  
1733 products has been relinquished to others.  
1734 8. **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the  
1735 care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or  
1736 volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or  
1737 trustees if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.  
1738 9. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those  
1739 premises.  
1740 10. **Property damage** to that specific part of real or personal property on which work is being performed by:  
1741 a. any **insured**; or  
1742 b. a contractor or subcontractor working directly or indirectly on any **insured**'s behalf;  
1743 if the **property damage** arises out of such work.  
1744 11. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that  
1745 was performed on the property was faulty.  
1746 12. **Property damage** to **your products** if the damage arises out of **your products** or their parts.  
1747 13. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.  
1748 14. **Property damage** to property that has been physically injured or impaired, arising out of:  
1749 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  
1750 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.  
1751 15. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:  
1752 a. contributing to or causing the intoxication of a person;  
1753 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or  
1754 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.  
1755 This exclusion applies only if **you** or any other **insured**:  
1756 (1) manufacture, distribute, or sell alcoholic beverages;  
1757 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business  
1758 purposes or profit; or  
1759 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.

1760  
1761 **OPTION J – OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE**

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1763 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.

- 1837 6. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those  
1838 premises
- 1839 7. **Property damage** to that specific part of real or personal property on which work is being performed by:  
1840 a. any **insured**; or  
1841 b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;  
1842 if the **property damage** arises out of such work.
- 1843 8. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that was  
1844 performed on the property was faulty.
- 1845 9. **Property damage** to **your products** if the damage arises out of **your products** or their parts.
- 1846 10. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
- 1847 11. **Property damage** to property that has been physically injured or impaired, arising out of:  
1848 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  
1849 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.
- 1850 12. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:  
1851 a. contributing to or causing the intoxication of a person;  
1852 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or  
1853 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
- 1854 This exclusion applies only if **you** or any other **insured**:  
1855 (1) manufacture, distribute, or sell alcoholic beverages;  
1856 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business  
1857 purposes or profit; or  
1858 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.

#### 1859 **OPTION K – SEWER BACKUP COVERAGE**

1860 When Option K is shown for a **dwelling** on **your** Information Page(s):

1861  
1862 Under COVERAGE A – DWELLING and COVERAGE C – PERSONAL PROPERTY in SECTION I, **we** cover loss caused by water  
1863 which backs up through sewers or drains located in a **dwelling** showing Option K on **your** Information Page, including any type  
1864 system designed to remove subsurface water that is located in such **dwelling**.

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

1867  
1868 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  
1869 Option.

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

#### 1873 **OPTION L – FARM LIABILITY**

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

- 1875  
1876 1. Within the DEFINED WORDS section, **Business**, **Insured premises**, and **Residence employee** are amended as referenced  
1877 within such definitions, when **your** Information Page shows OPTION L – FARM LIABILITY.  
1878 2. Within EXCLUSIONS – SECTION II, exclusion 9. and exclusion 23. are amended as referenced within such exclusions, when  
1879 **your** Information Page shows OPTION L – FARM LIABILITY.

1880  
1881 Supplementary Coverages – Section II is amended and the following language is added to 1.a. LIMITED POLLUTION COVERAGE:  
1882 If the Information Page(s) lists Option L- Farm Liability, **we** cover:

- 1883 a. **Property damage** to crops, plants, or trees resulting from the accidental above-ground contact with herbicides, pesticides,  
1884 fungicides, and fertilizers caused by the application of the same which results in actual damages sustained within one  
1885 growing season of the application; and  
1886 b. **Bodily injury** resulting from the accidental above-ground contact with herbicides, pesticides, fungicides and fertilizers  
1887 caused by the application of the same which results in medical treatment within one year (365 days) of the application.

1888 Exclusions – Section II, exclusion 10. does not apply to a. and b. above.

1889 The limit of coverage in a. and b. above:

- 1890 i. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed  
1891 \$25,000 for any one **occurrence**, and no more than \$50,000 for all covered **occurrences** during the twelve (12) month  
1892 policy period shown on **your** Information Page.  
1893 ii. For **bodily injury** or **property damage** resulting from activities occurring on any **insured premises** is the limit of liability  
1894 shown on the Information Page(s) for Coverage F.

1895  
1896 Supplementary Coverages – Section II is amended and the following language is added as 2. FARMING EXPOSURES NOT  
1897 CONSIDERED POLLUTION:

#### 1898 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION

1899 The Limit of Liability for covered claims made and suits brought under Option L for **bodily injury** and/or **property damage**  
1900 consisting of, arising from or out of, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual,  
1901 alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful entry, ingestion, inhalation or  
1902 absorption of or exposure to:

- 1903 a. **livestock** waste runoff or spills;

1910 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or  
1911 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation,  
1912 whether gradual or sudden, will not exceed \$25,000 for any one **occurrence**. The limit of liability for all such claims made and  
1913 suits brought for all covered losses arising out of all **occurrences** during the twelve (12) month policy period shown on **your**  
1914 Information Page will not exceed \$50,000. This provision will not increase our total limit of liability. This is not an additional  
1915 amount of coverage.

#### 1916 LIMITS OF LIABILITY

1917 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  
1918 for Coverage F on **your** Information Page for any one **occurrence**.

#### 1919 EXCLUSIONS

1920 For coverage under this Option L, exclusion 1. b. under EXCLUSIONS – SECTION II is deleted and replaced with the following:  
1921 1. **Bodily injury** or **property damage** arising out of the operation, possession, ownership, repair, maintenance, use, occupancy,  
1922 negligent entrustment, or negligent supervision of:

1923 b. A **motor vehicle**. **We** do provide coverage if the **motor vehicle** is not subject to motor vehicle registration and it is:

1924 (1) Used exclusively on the **insured premises**;

1925 (2) Kept in dead storage on the **insured premises**; or

1926 (3) A **utility vehicle (UTV)** being used in **your farming** operation or in a business shown with Option M on the Information  
1927 Page(s) at the time of the loss.

1928 The exceptions to the exclusion under 1. b. (1), (2) & (3) above, do not apply to amphibious type motor vehicles identified in  
1929 item 8. of the **motor vehicle** definition.

#### 1930 ADDITIONAL EXCLUSIONS

1931 In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy, **we** do not cover:

1932 1. **Property damage** arising out of:

1933 a. erroneous delivery of seed or feed;

1934 b. error in mixture of seed or feed;

1935 c. error in labeling of seed or feed;

1936 d. failure of seed to germinate;

1937 e. cross pollination after seed has germinated; or

1938 f. the presence of disease organisms, toxins, noxious weeds, or varietal variations.

1939 2. Liability arising out of, or in any way resulting from, any product which has been processed from its original form into another  
1940 product.

1941 3. Damages awarded under:

1942 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";

1943 b. Any law, duet to violation of the M.S.A.W.P.A; or

1944 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.

### 1945 OPTION M – FARM-RELATED BUSINESS COVERAGE

1946 When Option M is shown on the Information Page(s), the following applies:

1947 For the purpose of Coverage F Liability and Coverage G Medical Payments To Others coverages only, when this Option is shown  
1948 on **your** Information Page(s) the definition of **business** in the policy will not mean the business identified within Option M on the  
1949 Information Page(s).

1950 For the purposes of coverage under Option M, only, the definition for **farm employee** is replaced with the following:

1951 **Farm Employee** – means any person who receives compensation, pay, wages, or other remuneration for performing duties or tasks  
1952 and/or providing services for **you** and whose duties, tasks or services are performed on **your** behalf in connection with the  
1953 operation of the business identified within Option M on the Information Page(s) and the **farming** of the **insured premises**.

1954 **Farm Employee** does not include:

1955 1. Any person, other than a **farm employee**, who is an **insured** or any **insured's relative**;

1956 2. Any person shown as an Additional Insured on the Information Page(s), or any such Additional Insured's **relative**; or

1957 3. Any employee while engaged in any **business** activity other than **farming** or the business identified within Option M on the  
1958 Information Page(s).

#### 1959 ADDITIONAL DEFINED TERMS

1960 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy;

1961 **Your Work** – means:

1962 1. Work or operations performed by **you** or any **insured** or on **your** behalf by employees hired full or part-time in the business  
1963 shown with this Option; and

1964 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

1965 **Your work** includes:

1966 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;

1967 b. providing or failing to provide warnings or instructions; and

1968 c. the loading or unloading of a vehicle by any **insured** which is not owned or operated by **you**.

1969 **Your Completed Work** means **your work** at the earliest of the following times:

1970 1. When all work specified in **your** contract has been completed;

1971 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

1982 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  
1983 contractor or subcontractor working on the same project.  
1984 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is  
1985 otherwise complete, will be deemed completed.  
1986

1987 **Your Products** – means goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others  
1988 trading under **your** name, or a person or organization whose business or assets **you** have acquired.

1989 **Your products** include:

- 1990 a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of **your**  
1991 **products**;  
1992 b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with **your products**; and  
1993 c. **Your** or those acting on **your** behalf, providing or failing to provide warnings or instructions.

1994 **Your Products** does not include:

- 1995 a. Real property;  
1996 b. Property rented to or located for the use of others but not sold, including, but not limited to, vending machines; and  
1997 c. **Farm products**.

1999 **Impaired property** – means tangible property, other than **your product** or **your work**:

- 2000 1. That is less useful or no longer usable because:  
2001 a. it includes **your product** or **your work** that is, or is believed to be, defective, deficient, inadequate or dangerous; or  
2002 b. **you**, or those acting on **your** behalf, have failed to carry out the terms of a contract or agreement; and  
2003 2. Which can be restored by:  
2004 a. the repair, replacement, adjustment or removal of **your product** or **your work**; or  
2005 b. **your** fulfillment of the terms of the contract or agreement.

#### 2007 **Limit of Liability**

2008 For the purposes of this Option M, whether **you** have one business or multiple businesses listed under Option M on the Information  
2009 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  
2010 Coverage F on **your** Information Page for any one **occurrence** and no more than twice (two times) the amount of the limit of liability  
2011 shown for Coverage F on **your** Information Page for all damages covered by this Option from all **occurrences** during the twelve  
2012 (12) month policy period shown on **your** Information Page.

#### 2014 **EXCLUSIONS**

2015 For coverage under this Option M, exclusion 3. under EXCLUSIONS – SECTION II is deleted and replaced with the following:

- 2016 3. **Bodily injury** or **property damage** arising out of **business** pursuits of any **insured**. But, the activities of an **insured** pertaining  
2017 to the business described on the Information Page(s) for Option M will not be considered **business** pursuits.

#### 2019 **ADDITIONAL EXCLUSIONS**

2020 In addition to the exclusions found in EXCLUSIONS – SECTION II of **your** policy, **we** do not cover:

- 2021 1. **Bodily injury** or **property damage** occurring off the **insured premises** which arises out of, or in any way results from, a defect,  
2022 deficiency, inadequacy, or unsafe condition in **your completed work** or **your products** after physical possession of the  
2023 products has been relinquished to others.  
2024 2. **Property damage** to any real, personal, or **business** property owned, occupied, used by, rented, leased, loaned to, or in the  
2025 care, custody or control of, or over which physical control is being exercised for any purpose by any **insured**, any employees or  
2026 volunteer workers of any **insured**, or any partners, members, officers, directors, managers, administrators, executors or trustees  
2027 if **you** are a partnership, joint venture, LLC, LLP, Corporation, Trust or other entity.  
2028 3. **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those  
2029 premises.  
2030 4. **Property damage** to that specific part of real or personal property on which work is being performed by:  
2031 a. any **insured**; or  
2032 b. a contractor or subcontractor working directly or indirectly on any **insured's** behalf;  
2033 if the **property damage** arises out of such work.  
2034 5. **Property damage** to that specific part of any property that must be restored, repaired, or replaced because **your work** that was  
2035 performed on the property was faulty.  
2036 6. **Property damage** to **your products** if the damage arises out of **your products** or their parts.  
2037 7. **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.  
2038 8. **Property damage** to property that has been physically injured or impaired, arising out of:  
2039 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  
2040 b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **your products**.  
2041 9. Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of the loss of use, disposal,  
2042 withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your work**, **your products**, or  
2043 **impaired property**. This applies if **your work**, **your products**, or **impaired property** is withdrawn or recalled from the market  
2044 or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in **your**  
2045 **work**, **your products**, or **impaired property**.  
2046 10. Damages awarded under:  
2047 a. The Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) hereafter "M.S.A.W.P.A.";  
2048 b. Any law, due to violation of the M.S.A.W.P.A.; or  
2049 c. Any regulation promulgated pursuant to the M.S.A.W.P.A.  
2050 11. **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:  
2051 a. contributing to or causing the intoxication of a person;  
2052 b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or  
2053 c. any statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.  
2054 This exclusion applies only if **you** or any other **insured**:

- 2055 (1) manufacture, distribute, or sell alcoholic beverages;  
2056 (2) furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business  
2057 purposes or profit; or  
2058 (3) furnish or serve alcoholic beverages without a charge, if doing so requires a license.  
2059 12. **Property damage** arising out of:  
2060 a. erroneous delivery of seed or feed;  
2061 b. error in mixture of seed or feed;  
2062 c. error in labeling of seed or feed;  
2063 d. failure of seed to germinate;  
2064 e. cross pollination after seed has germinated; or  
2065 f. the presence of disease organisms, toxins, noxious weeds, or varietal variations.

#### 2066 **OPTION N – NAMED PERSON MEDICAL PAYMENTS**

2067  
2068  
2069 When Option N is shown on **your** Information Page(s), Coverage G – Medical Payments to Others applies to those persons listed  
2070 on the Information Page(s) up to the limits shown for Named Person Medical Payments.

2071  
2072 In addition to the exclusions found in Exclusions – Section II, **we** do not cover:

- 2073 1. **Bodily injury** to any person listed with this Option resulting from accidental injury unless the injury is the result of **farming**.  
2074 2. **Bodily injury** to any person listed with this Option, when the accidental injury occurs within any residence.

#### 2075 **OPTION O – LOSS ASSESSMENT COVERAGE**

2076  
2077  
2078 When Option O is shown on the Information Page(s), **we** will pay any assessment levied against **you** as a member of a property  
2079 owners association by the association in accordance with its governing rules if the assessment is necessary because of:

- 2080 1. A direct loss to property collectively owned by the association members caused by perils **we** insure against; or  
2081 2. An **occurrence** to which Section II of this policy applies; or  
2082 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  
2083 director, officer, or trustee and without deriving any income from the performance of duties exclusively on behalf of the  
2084 association.

2085  
2086 **We** will pay no more than the Limit stated for Option O on the Information Page(s).

2087  
2088 **We** will pay **your** assessment on covered losses minus \$250.

#### 2089 **OPTION P – INCREASED POLLUTION COVERAGE**

2090  
2091  
2092 When Option P is shown on **your** Information Page(s), it modifies **our** limit of liability in respect to LIMITED POLLUTION  
2093 COVERAGE in SUPPLEMENTARY COVERAGES – SECTION II, item 1.a.

2094  
2095 **Our** limit of liability for **bodily injury** and **property damage** consisting of, arising from or out of, contributed to, aggravated by, or  
2096 resulting from, **pollution**, whether directly or indirectly, will not exceed \$100,000 for any one **occurrence**, and no more than  
2097 \$100,000 for all covered **occurrences** during the twelve (12) month policy period shown on **your** Information Page.

2098  
2099 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  
2100 one limit of Coverage F liability shown on **your** Information Page will apply to all covered losses from one **occurrence**.

2101  
2102 If the Information Page(s) lists Option L – Farm Liability, **we** cover:

- 2103 a. **Property damage** to crops, plants, or trees resulting from the accidental above-ground contact with herbicides, pesticides,  
2104 fungicides, and fertilizers caused by the application of the same which results in actual damages sustained within one growing  
2105 season of the application.  
2106 b. **Bodily injury** resulting from the accidental above-ground contact with herbicides, pesticides, fungicides and fertilizers caused by  
2107 the application of the same which results in medical treatment within one year (365 days) of the application.

2108 Exclusions – Section II, exclusion 10. does not apply to a. and b. above.

2109 The limit of coverage in a. and b. above:

- 2110 i. For **bodily injury** or **property damage** resulting from activities occurring away from the **insured premises** will not exceed  
2111 \$100,000 for any one **occurrence**, and no more than \$100,000 during the twelve (12) month policy period shown on **your**  
2112 Information Page.  
2113 ii. For **bodily injury** or **property damage** resulting from activities occurring on any **insured premises** is the limit of liability shown  
2114 on the Information Page(s).

2115  
2116 However, this Option will not increase **our** total limit of liability.

#### 2117 **OPTION Q – LIMITED LIVESTOCK LIABILITY COVERAGE**

2118  
2119  
2120 When Option Q is shown on the Information Page(s), **your** policy is modified as follows:

2121  
2122 Exclusion 9. of EXCLUSIONS – SECTION II is replaced with the following:

- 2123 9. **Bodily injury** or **property damage** that arises out of the ownership or use of **livestock** for any purpose other than personal use  
2124 or personal consumption.

2125  
2126 Supplementary Coverages – Section II is amended and the following language is added as 2. FARMING EXPOSURES NOT  
2127 CONSIDERED POLLUTION:



2128 2. FARMING EXPOSURES NOT CONSIDERED POLLUTION

2129 The Limit of Liability for covered claims made and suits brought under Option Q for **bodily injury** and/or **property damage**  
2130 consisting of, arising from or out of, contributed to, aggravated by, or resulting from, whether directly or indirectly, the actual,  
2131 alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful entry, ingestion, inhalation or  
2132 absorption of or exposure to:

2133 a. **livestock** waste runoff or spills;

2134 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or

2135 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of ownership or use of **livestock**,

2136 whether gradual or sudden will not exceed \$25,000 for any one **occurrence**. The limit of liability for all such claims made and suits  
2137 brought for all covered losses arising out of all **occurrences** during the twelve (12) month policy period shown on **your** Information  
2138 Page will not exceed \$50,000. This provision will not increase our total limit of liability. This is not an additional amount of  
2139 coverage.  
2140

2141 **OPTION R – VENDOR’S SINGLE INTEREST**

2142

2143 When Option R is shown on the Information Page(s) **we** will provide coverage to the mortgagee shown on the Information Page(s),  
2144 who is the lienholder on **your** manufactured home, for losses which occur during the policy period and result from the following:

2145 **Collision, Upset, and Overturn** – meaning sudden, accidental, and direct loss to the manufactured home caused by **collision**,  
2146 **upset, and overturn** while the manufactured home is being moved from one place to another. Collision which damages only  
2147 wheels, tires, axles, and running gear is not covered.

2148 **Alteration** – meaning deliberate damage caused by **you** to the manufactured home or substantial changes in the structure of the  
2149 manufactured home with the intention of reducing its value without permission of the lienholder or the manufactured home dealer.

2150 **Conversion** – meaning transfer of ownership without permission of the lienholder, if the lienholder is not successful in an effort to  
2151 recover possession of the manufactured home or its missing parts.

2152 **Concealment** – meaning withholding or hiding the manufactured home.  
2153

2154 If the manufactured home is repossessed by or on behalf of the lienholder or manufactured home dealer, **we** will pay the lienholder  
2155 or manufactured home dealer for an amount equal to the expense of transporting the manufactured home from the place of  
2156 repossession to the nearest of the following:

2157 1. The place where it was sold by the lienholder or manufactured home dealer; or

2158 2. The nearest business location of the lienholder or manufactured home dealer.

2159 Repossession Expense applies only to the expense of returning the entire manufactured home, but not the expense of returning  
2160 only separated parts, equipment, or accessories.  
2161

2162 **DEDUCTIBLE**

2163 \$500 will be deducted from the amount of loss in each claim for loss or damage.  
2164

2165

2166 **ADDITIONAL EXCLUSIONS**

2167 In addition to all Section I exclusions **we** do not pay for:

2168 1. **Conversion** of attached property originally provided with the manufactured home including furniture (not appliances), drapes,  
2169 curtains, and bedding.

2170 2. Expense of returning separate parts, equipment, or accessories.

2171 3. Damage resulting from neglect, omission to act, wear and tear, or hard usage.

2172 4. Gas bottles, fuel tanks, pumps, steps, skirting, porches, decks, awnings, carports, and any other addition to the manufactured  
2173 home after its original manufacture.

2174 5. Loss resulting from the fraudulent actions of the lienholder, its employee(s), or agents.

2175 Exclusion 28. in GENERAL EXCLUSIONS - APPLICABLE TO ALL LEVELS OF PROTECTION of Section I of **your** policy is  
2176 replaced for the purposes of coverage under this Option only, with the following:

2177 28. Intentional Loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a  
2178 loss. In the event of such loss, no **insured** is entitled to coverage, even **insureds** who did not commit or conspire to commit the  
2179 act causing the loss. However, this exclusion does not apply to deny coverage to an innocent **insured** to the extent of that

2180 **insured's** legal interest (but not exceeding the applicable limit of liability) in covered property that has sustained loss if the loss:

2181 a. Arises from the peril of fire and such innocent **insured** did not cooperate in or contribute to the creation of the loss; or

2182 b. Arises out of abuse of the innocent **insured** by an **insured** who is a current or former family member or household  
2183 member and is otherwise covered under Section I of the policy. We may apply reasonable standards of proof to claims for  
2184 such damage.

2185 For this Exclusion 28., abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property so as  
2186 to intimidate or attempt to control the behavior of another person, including a minor child.  
2187

2188 **IN CASE OF LOSS**

2189 The lienholder must, at the lienholder's expense, use every reasonable effort, including litigation, until settlement of the loss to:

2190 1. Secure, protect, and preserve the manufactured home from loss.

2191 2. Locate the policyholder, the manufactured home, and any missing parts.

2192 3. Declare the loan in default.

2193 4. Repossess the manufactured home promptly.

2194 5. Collect all amounts due.

2195 The lienholder must give **us** as part of the loss notice, the following:

2196 1. An inspection report prepared at the time of repossession describing the condition of the manufactured home and a detailed list  
2197 of missing parts.

2198 2. Manufacturer's invoice.

2199 3. Documents which detail the lienholder's efforts to locate missing parts.

2200 4. Retail sales contract and credit application.

5. All evidence showing how the manufactured home was equipped when sold.

- 2201 6. Summary of collection efforts.  
2202 7. Statement from the law enforcement agency to which the lienholder gave prompt notice of loss.  
2203

#### 2204 SETTLEMENT AND VALUATION

2205 In addition to the Settlement and Valuation provisions of the policy, the amount of the lienholder's interest in any loss from  
2206 **alteration, conversion, or concealment** will not exceed the unpaid balance not more than sixty (60) days past due, less:  
2207 1. Unearned interest, insurance, finance and other carrying charges computed as of the date of claim.  
2208 2. Penalties or other charges which have been added to the unpaid balance after the loan was finalized.  
2209

#### 2210 LIEN TRANSACTION, LATE OR DEFAULT IN PAYMENT NOTICE

2211 **We** have no coverage unless the following took place:  
2212 1. The lien transaction was entered into in accordance with normal and usual credit standards.  
2213 2. The lien instrument, at the time executed, was legally enforceable and created a valid security interest for the lienholder.  
2214 3. At the date this coverage came into effect, no payment was more than thirty (30) days past due.  
2215 4. The **insured** has defaulted in payment.  
2216 5. Written notice of the claim has been given to **us** within thirty (30) days after repossession has occurred.  
2217

#### 2218 RECORDS

2219 **We** will, at any reasonable time, be allowed to examine the lienholder's books, records, and files to determine facts relating to a  
2220 claim under this coverage.  
2221

#### 2222 SETTLEMENT WITH SELLING DEALER

2223 Settlement of loss may be made with the selling dealer when the lienholder's interest has been satisfied under a repurchase  
2224 agreement.  
2225

### 2226 OPTION S – SCHEDULED PERSONAL PROPERTY

2227  
2228 When Option S is shown on the Information Page(s), the deductible shown within the Option S schedule will apply to this coverage.  
2229

2230 The following outlines the classifications indicated on the Schedule shown on Information Page(s):  
2231

- 2232 1. Jewelry, as scheduled.  
2233 2. Furs and garments trimmed with fur or consisting principally of fur, as scheduled.  
2234 3. Cameras, projection machines, video equipment, computers, films, and related articles of equipment, as scheduled.  
2235 4. Musical instruments and related articles of equipment, as scheduled.  
2236 5. Silverware, including gold ware and pewter ware, but excluding pens, pencils, flasks, smoking implements, or jewelry.  
2237 6. Sporting equipment, including golf clubs, golf clothing, golf equipment, walking golf carts, and fishing equipment, as scheduled.  
2238 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  
2239 on the Information Page.  
2240 New acquisitions: If the **insured** acquires during the term of this endorsement other objects of art, the provisions of this  
2241 endorsement will apply for the Actual Cash Value (ACV) of the objects but not more than 25% of the amount of the insurance  
2242 scheduled for fine art(s), provided the **insured** reports such additional objects within ninety (90) days from the date acquired and  
2243 pays additional premium from the date acquired.  
2244 8. Radio, TV antenna, or satellite dish or antenna, as scheduled.  
2245 9. Postage stamps, including due envelope, official revenue, match and medicine stamps, covers, locals, reprints, essays, proofs,  
2246 sports cards and other philatelic property, including their books, pages, and mountings, owned by or in the custody or control of  
2247 the **insured**.  
2248 10. Rare and current coins, metals, paper money, bank notes, tokens of money, and other numismatic property, including coin  
2249 albums, containers, frames, cards, and display cabinets in use with such collection, owned by or in the custody or control of any  
2250 **insured**, as scheduled.  
2251 11. Hunting equipment, including guns and bows, as scheduled.  
2252 12. Lawn and Garden Equipment, as scheduled.  
2253 13. Medical Equipment including dentures, wheelchairs, insulin pumps, hearing aids, prosthetic devices, and similar equipment,  
2254 scheduled as Medical Equipment on the Information Page(s).  
2255 14. Miscellaneous Items as scheduled.  
2256

#### 2257 ADDITIONAL ACQUIRED PROPERTY

2258 The following applies only to jewelry, furs, cameras, and musical instruments when such property is scheduled under this coverage:  
2259 **We** cover additionally acquired property for an amount not to exceed twenty-five percent (25%) of the amount of insurance for  
2260 that class of property or \$10,000, whichever is less, if **you** report the acquired property to **us** within thirty (30) days of acquisition  
2261 and pay the additional premium from the date acquired.  
2262

#### 2263 PERILS INSURED AGAINST

2264 Subject to all other terms of this Option and **your** policy, **we** cover sudden, accidental, and direct loss to scheduled property shown  
2265 with Option S on the Information Page(s).  
2266

#### 2268 ADDITIONAL EXCLUSIONS

2269 Except as otherwise noted below, all exclusions in GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION  
2270 of Section I of **your** policy apply to Option S coverage, as well as the following additional exclusions:  
2271

- 2271 1. As to Fine Art(s):  
2272 a. Damage caused by any repairing, restoration, or retouching process.

- 2273 b. Breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles unless  
2274 caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion,  
2275 malicious damage, collision, derailment, or overturn of conveyance.
- 2276 c. Loss to property on exhibition or loan, unless the premises where the item(s) is on exhibition or loan is an **insured**  
2277 **premises**.
- 2278 2. As to Postage Stamps or Rare and Current Coin Collections:
- 2279 a. Fading, creasing, denting, scratching, tearing, thinning, transfer of color, inherent defect, dampness, extremes of  
2280 temperature, gradual depreciation, damage sustained from handling, or while being actually worked upon.
- 2281 b. Mysterious disappearance of individual stamps, coins, or other articles insured unless specifically scheduled with a definite  
2282 amount set opposite their description or if not specifically scheduled unless mounted in a volume and the page to which they  
2283 are attached is also lost.
- 2284 c. Loss of or damage to property in the custody of transportation companies or shipments by mail unless by registered mail.
- 2285 d. Theft from any unattended **motor vehicle** except while being shipped by registered mail.
- 2286 e. Loss of or damage to any property described herein which is not an actual part of a stamp, money, or numismatic collection.
- 2287 3. As to lawn and garden equipment:
- 2288 **We** provide Level 3 Protection subject to the General Exclusions – Applicable  
2289 to all Levels of Protection.
- 2290 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  
2291 apply to property insured under Option S, with the exception of lawn and garden equipment.
- 2292 Exclusion 30 in General Exclusions – Applicable to all Levels of Protection does not apply to property insured under Option S, with  
2293 the exception of lawn and garden equipment, Postage Stamps, and Rare and Current Coin Collections.
- 2294

## 2295 CONDITIONS

2296 The following are Conditions in addition to those found in CONDITIONS – SECTION I of **your** policy:

- 2297 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.  
2298 **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  
2299 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  
2300 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  
2301 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  
2302 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  
2303 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  
2304 or set to **us**.
- 2305 2. Sporting Equipment: If golfer's equipment is covered, **we** will also cover other clothing of **yours** and **your relative's** while  
2306 contained in any locker when **you** or **your relative** is playing golf.  
2307 Golf balls are covered only against loss by  
2308 a. fire; or  
2309 b. theft, if physical evidence of forced entry into the locker, room or structure exists.
- 2310 3. Musical Instruments: If musical instruments are covered, **you** agree that loss to scheduled property while **you** or any **insured** is  
2311 using that property for **business** purposes will not be paid.
- 2312 4. Postage Stamps or Rare and Current Coin Collection – Unscheduled Property Only: If a stamp or a coin collection that is not  
2313 specifically scheduled is covered, in the event of loss or damage, the amount payable will be determined as follows:  
2314 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  
2315 unscheduled numismatic property and not more than \$250 for any one stamp, coin, or other individual article or any one pair,  
2316 strip, block, series, sheet, cover, frame, or card.  
2317 b. **We** will not be liable for a greater proportion of any loss on property not specifically scheduled than the total sum **insured** on  
2318 such unscheduled property bears to the **market value** at the time of loss.
- 2319 5. Loss Clause: The amount of insurance under this coverage will not be reduced except for total loss of a specifically scheduled  
2320 item. Any unearned premium that applies to such item will be refunded to **you** or applied to the premium due on item(s)  
2321 replacing those on which the claim was paid.
- 2322 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  
2323 the value of the part lost or damaged.
- 2324 7. Territorial Limits: **We** cover the described property wherever it may be located with the exception of Fine Art(s). **We** cover  
2325 described Fine Art(s) only while within the United States and Canada.

2326 For the purposes of coverage under this Option only, the following Condition replaces 2. SETTLEMENT AND VALUATION, in  
2327 CONDITIONS – SECTION I of **your** policy:

### 2328 2. SETTLEMENT AND VALUATION

- 2329 a. If the Information Page(s) states that Actual Cash Value applies, then 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 as scheduled on the Information Page(s);
- 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 b. If the Information Page(s) states Replacement Cost, applies, then, until **you** complete repair or replacement of the damaged  
2335 or stolen property, the most **we** will pay will be the lesser of:
- 2336 (1) The difference in **market value** before and after the loss;
- 2337 (2) The limit of liability which pertains to the coverage;
- 2338 (3) The amount of the **insured's** insurable interest in the property; or
- 2339 (4) Any applicable coverage limitation on the property as set forth in this policy.
- 2340 If **you** complete repair or replacement of the damaged or stolen property and make a repair or replacement cost claim within  
2341 180 days of the original loss settlement, then **we** will pay the lesser of:
- 2342 (1) The amount required, as determined by **us**, to repair or replace the damaged or stolen property;
- 2343 (2) The amount it would take, as determined by **us**, to repair or replace the damaged or stolen property, with like kind and  
2344 quality but not necessarily identical or matching materials; or
- 2345 (3) The limit of liability.

- 2346 Unless stated otherwise within this Option, coverage for repair or replacement will not include payment to replace  
2347 undamaged portions of property and will not include payment for any difference in value due to replacement materials that  
2348 are not identical to, or an exact match to, undamaged materials.
- 2349 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  
2350 amount written in the policy, so that the property shall be in as good a condition as before the fire.
- 2351 d. Under any valuation method, the cost to repair or replace is determined by **us**, based on **our** knowledge of the prices  
2352 charged by repair or replacement facilities. To aid **us** in determining the cost to repair or replace, **we** may utilize any one or  
2353 more of the data bases, appraisal tools, and other methods commonly used in the insurance industry to determine the prices  
2354 charged by repair or replacement facilities.
- 2355 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  
2356 before the covered loss, or **we** may pay the difference between the **market value** of the property before and after the  
2357 covered loss.
- 2358 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  
2359 be handled per the Fine Art(s) paragraph above in this CONDITIONS section.

#### 2360 **OPTION T – FARM CARGO OPTION**

2361  
2362  
2363 When Option T is shown on the Information Page(s) it provides coverage for **your** legal liability as a common or contract carrier  
2364 under tariff documents, bills of lading, or shipping receipts issued by **you** for sudden, accidental, and direct loss to **farm products** in  
2365 transit, while loaded for shipment in or on any **motor vehicle(s)** owned by **you** and operated by an **insured** anywhere within the  
2366 continental United States (except Alaska) and Canada. Losses occurring elsewhere will not be covered under this Option.

2367  
2368 For the purposes of this Option only, the definition of **motor vehicle** in DEFINED WORDS is replaced with the following:

2369 **Motor vehicle** – means:

- 2370 1. A motorized land vehicle designed for travel on public roads and which can be registered and licensed for operation on US  
2371 highways. This includes vehicles which with acceptable modifications could pass safety inspections and be registered for  
2372 operation on all public roads and US highways.
- 2373 2. A motorized land vehicle subject to motor vehicle registration.
- 2374 3. A trailer or semi-trailer designed for travel on public roads.
- 2375 4. A trailer or semi-trailer subject to motor vehicle registration. A boat, camper, home, or utility trailer not being towed by or  
2376 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  
2377 one use.

#### 2378 **LIMITS OF LIABILITY**

2379 **Our** liability for covered loss to shipments while loaded in or on any one **motor vehicle** will not exceed the amount shown on the  
2380 Information Page(s) for Option T, for each **motor vehicle**.

2381 **Our** aggregate limit of liability for all covered losses resulting from any one **occurrence** will not exceed the amount shown on the  
2382 Information Page(s) for Option T, for each **occurrence**.

#### 2383 **ADDITIONAL EXCLUSIONS**

2384 In addition to the exclusions in EXCLUSIONS – SECTION II this policy does not cover:

- 2385 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  
2386 remained at any dock, depot, station, or terminal for more than seventy-two (72) hours after arrival of the **motor vehicle** at such  
2387 location.
- 2388 2. Loss caused by **your** neglect or the neglect of any **insured** to use all reasonable means to save and preserve the property at  
2389 and after any covered loss.
- 2390 3. Loss caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or  
2391 persons taking part in any such occurrence or disorder.
- 2392 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of market.
- 2393 5. Loss of or injury to **livestock**, except against accident causing death or rendering death necessary.
- 2394 6. Freight charges, except such charges that were earned prior to the acceptance of the shipments insured under this Option and  
2395 for which **you** are legally liable.
- 2396 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  
2397 any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being spotted,  
2398 discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or changed in flavor.
- 2399 8. Breakage of eggs.
- 2400 9. Collision caused:
- 2401 a. By coming in contact with any portion of the roadbed.
- 2402 b. By striking the rails or ties of a railroad or railway.
- 2403 c. By coming in contact with any stationary object in backing for loading or unloading purposes.
- 2404 d. By the coming together of truck and trailer during coupling or uncoupling.
- 2405 e. By collision of the covered property with another object while in the ordinary course of transportation.
- 2406 10. All claims for loss, damage, or expense by wear and tear from ordinary handling due to the mode of transportation.

2407 Exclusion #16 under EXCLUSIONS – SECTION II does not apply to coverage provided under Option T – FARM CARGO  
2408 OPTION only.

#### 2409 **ADDITIONAL CONDITIONS**

2410 The following conditions are added to **your** policy for this Option.

##### 2411 1. **SUBSTITUTION CLAUSE**

2412 If any motor vehicle owned by you is withdrawn from normal use because of sale, breakdown, repair, loss, or destruction, the  
2413 limit of liability applying to such motor vehicle under this Option will apply to any other motor vehicle operated by an insured and  
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2418 substituted for such motor vehicle, provided the substitution is reported to us as soon as practicable and additional premium is  
2419 paid thereon as required by us.

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2421 2. REIMBURSEMENT

2422 Should **we** pay a loss or losses in compliance with any special provision required by law or legal regulations or by the Interstate  
2423 Commerce Commission or by any Public Service Commission, Public Utilities Commission, Corporation Commission, or  
2424 Railroad Commission for which **we** were not liable under the terms of the policy, **you** agree to reimburse **us** to the full extent of  
2425 such payments, plus any additional expense incurred.

2426 3. STATUTORY ENDORSEMENTS

2427 This Option is issued in contemplation of the possible addition of provisions to effect compliance by **you** with statutes regulating  
2428 **your business**. No such provision will be valid for any purpose unless required for mandatory or permissive compliance with  
2429 terms of the statute actually applicable to **you** at the time of loss.

2430 4. INSPECTION OF RECORDS

2431 **We** have the right to inspect and copy **your** books, accounts, and records with reference to any claims for loss to which this  
2432 Option may apply, including those required to be kept by **you** under any statute, or under any rule or regulation of any state,  
2433 federal authority, or agency will be open to inspection at reasonable times by any of **our** authorized representatives.

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2435 **OPTION U – CUSTOM FARMERS EQUIPMENT OPTION**

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2437 When Option U is shown on the Information Page(s), Option E-2 Machinery Collision is added for the specifically identified  
2438 **machinery** shown on the Information Page(s) under Option U – Custom Farmers Equipment.

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2440 COVERAGE E – FARM PERSONAL PROPERTY

2441 Sub-paragraph 2.a. of Property Not Covered in Coverage E – Farm Personal Property of Section I is replaced with the following for  
2442 the purposes of this Option:

2443 **We** do not cover with respect to Coverage E:

2444

2445 2. **Machinery:**

2446 a. While beyond a 100-mile radius of the **insured premises** when used in **custom farming**. When Option U – Custom  
2447 Farmers Equipment is shown on **your** Information Page, this exclusion 2.a. does not apply to the specifically identified  
2448 **machinery** listed with Option U.

2449

2450 EXCLUSIONS – SECTION II

2451 For the purposes of this Option, Exclusion 23. is deleted and replaced with the following:

2452 23. **Bodily injury** and **property damage** arising out of **custom farming**; however, if the Information Page(s) shows Option L –  
2453 Farm Liability Coverage, **custom farming** conducted in a 250-mile radius from the **insured premises** is covered, subject to all  
2454 other terms of this policy.

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2458 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  
2459 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  
2460 percentage shown on the Information Page(s) opposite the covered property of the actual loss minus the deductible shown on the  
2461 Information Page(s). In no event will the amount paid exceed the total amount of insurance shown on the Information Page(s) for  
2462 the **dwelling** or other structure.

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2467 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  
2468 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  
2469 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  
2470 Information Page(s) for that **dwelling** or other structure, whichever is less. If the structure is repaired or replaced for the same use  
2471 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  
2472 100% of the actual loss, not to exceed the amount of insurance shown on the Information Page(s) for that **dwelling** or other  
2473 structure.

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**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**.

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

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

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

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

#### ADDITIONAL EXCLUSIONS

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

1. Mysterious disappearance of **equine**.
2. Death, injury, or theft of **equine** caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
  - a. An **insured**;
  - b. Others who have an interest in the **equine**;
  - c. Others to whom **you** entrust the **equine**;
  - d. **Your** partners, officers, directors, trustees, executors, administrators, joint venturers, members, or managers if **you** are a partnership or joint venture, limited liability company, limited liability partnership, Corporation, Trust or other entity; or
  - e. The **farm employee** of (a), (b), (c), or (d) above, whether or not they are at work.
3. Death, injury, or theft of **equine** used for any purpose not intended by the owner.
4. Death, injury, or theft of **equine** due to seizure or destruction under quarantine, customs regulations, confiscation of contraband, or illegal transportation or trade.
5. Death or injury of **equine** arising out of professional care or treatment by veterinarians, veterinary assistants, farriers, or any person providing veterinary care or medication.
6. Liability assumed by an **insured** under a contract or agreement;
7. Death, injury, or theft of **equine** that occurs in the course of transportation by air or water.
8. Theft of **equine** due to unauthorized instructions to transfer **equine** to any person or to any place.
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, scheme, or device or through fraud or false pretense.

This includes but is not limited to the acceptance of:

  - a. Counterfeit money or fraudulent post office or express money orders;
  - b. Checks or promissory notes that are not paid upon presentation; or
  - c. Credit cards that are illegally obtained and/or used;
10. Loss of earnings or projected future income.
11. **Bodily injury** to any employee injured arising out of and in the course of employment for the **equine** activities.
12. **Bodily injury** or **property damage** arising from any stated or implied warranty associated with the products or services provided by the **equine** operations.
13. **Property damage** to products sold by the **equine** operations.
14. **Bodily injury** or **property damage** due to **equine** being ridden in any prearranged race or competitive speed contest, or preparation for a race or speed contest whether the race or speed test has ended before the **bodily injury** or **property damage** occurs.
15. **Bodily injury** or **property damage** arising out of hauling **equine** for hire; however, transportation incidental to boarding or breeding these boarded **equine** is covered, subject to all other terms of this policy.
16. **Bodily injury** or **property damage** for which any **insured** is obligated to pay as a result of giving **riding** lessons.
17. **Bodily injury** to any person who receives remuneration from any **insured** while practicing for or participating in any club meets, races, or other contests.
18. **Bodily injury** or **property damage** arising out of **riding** instruction, rental **equine**, or rodeos.
19. **Bodily injury** or **property damage** arising out of **equine** sales or auctions, veterinary stables, dude ranches, and **racing** stables.
20. **Bodily injury** or **property damage** due to **equine** being ridden without **your** permission.

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

#### AGGREGATE PER EQUINE LIMIT

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

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

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

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

#### CONDITIONS – SECTION II

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

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**NORMAL HEALTH**

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

**VETERINARY TREATMENT**

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

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

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

**DEATH OF EQUINE**

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

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

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 Information Page(s), as having Option AC, will be on an Actual Cash Value (ACV) basis as stated in paragraph 2.a. of SETTLEMENT AND VALUATION, in CONDITIONS – SECTION I.

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

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

**DEFINED WORDS**

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

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

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

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

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

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

**Expenses** – mean:

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

**IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE**

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

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



2709 **We** do not warrant that **our** services or coverage will end, resolve, or solve all problems associated with an **identity theft**. **We** do  
2710 not warrant that **our** services or coverage will prevent future **identity theft**.

2711  
2712 LIMITS OF LIABILITY FOR THIS COVERAGE

2713 **Identity Theft Expense Reimbursement Coverage**

2714 **We** will pay up to \$25,000 for necessary and reasonable **expenses** incurred by an **insured** as the direct result of any one **identity**  
2715 **theft** just discovered or learned of during the policy period provided the **insured** utilizes the advocacy-guided resolution services  
2716 part of this coverage.

2717  
2718 Any acts or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others  
2719 against an **insured**, is considered to be one **identity theft**, even if a series of acts continues into a subsequent policy period.  
2720 This coverage is additional insurance. No deductible applies to this coverage.

2721  
2722 **Advocacy Service**

2723 This service is available as needed for any one **identity theft** for up to twelve (12) consecutive months from the inception of service.  
2724 Expenses **we** incur to provide **advocacy service** do not reduce the limit of liability available for Identity Theft Expense  
2725 Reimbursement Coverage.

2726 No deductible applies to this service. This service is available for **account takeover**, **identity theft**, and/or **proactive inquiry**.

2727  
2728 EXCLUSIONS

2729 In addition to all other exclusions in **your** policy, the following exclusions apply to this coverage:

2730 **We** do not cover:

- 2731 1. **Identity theft** loss arising out of or in connection with a **business**.
- 2732 2. **Identity theft** loss of a professional or **business** identity.
- 2733 3. **Expenses** incurred due to any fraudulent, dishonest, or criminal act by an **insured**, or any person aiding or abetting an **insured**,  
2734 or by any authorized representative of an **insured**, whether acting alone or in collusion with others.
- 2735 4. Loss other than **expenses**.
- 2736 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  
2737 police report and FTC Affidavit and will cooperate with prosecutorial action against the perpetrator.
- 2738 6. An **identity theft** first discovered by the **insured** prior to or after the period for which this coverage applies.
- 2739 7. An **identity theft** that is not reported to the police.
- 2740 8. **Identity theft** loss presented by a **farm employee**.
- 2741 9. **Identity theft** loss to individuals and entities shown as an Additional Insured.

2742  
2743 COVERAGE UNDER TWO OR MORE PARTS

2744 If **we** provide an **insured** with **advocacy service**, **we** reserve the right to review, limit, reduce and/or possible deny a claim for  
2745 Identity Theft Expense reimbursement coverage arising from the same event.

2746  
2747 COMPUTER SECURITY

2748 Each **insured** has the responsibility to use and maintain security for his/her computer system. This includes the use of personal  
2749 firewalls and anti-virus software. This includes the proper disposal of used diskettes, CDs, hard drives, and other media used for  
2750 storage of data and records.

2751  
2752 ADDITIONAL CONDITION

2753 The following condition is added to **your** policy with respect to coverage provided by this option:

- 2754 • What **you** shall do in case of loss;  
2755 The following is added:  
2756 Send to **us**, within sixty (60) days after **our** request, receipts, bills, or other records that support **your** claim for **expenses** under  
2757 **identity theft** coverage. Failure of the **insured** to provide the information within the specified time period may result in the denial  
2758 of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of such  
2759 notice.

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2761 All definitions, duties, exclusions, limitations, general provisions, and conditions in **your** policy apply unless specifically  
2762 modified by this Option.

2763  
2764 **OPTION AE – REDUCING PROPERTY DEDUCTIBLE**

2765  
2766 When Option AE is shown on the Information Page(s), the following applies:

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2768 The deductible amounts shown on the Information Page(s) for Coverage A – Dwelling, Coverage B – Other Structures, Coverage C  
2769 – Personal Property and Coverage E – Farm Personal Property will be reduced by \$100 after the policy has been continuously in  
2770 effect for twelve (12) months provided that no loss payment of any kind has been made by **us** during this twelve (12) month period.  
2771 A further reduction of \$100 of the deductible amount will be given for each consecutive twelve (12) month policy period where no  
2772 loss payment is made, effective beginning at 12:01 a.m. on the next anniversary date following such period. In no event will the  
2773 deductible be less than zero for any coverage part.

2774  
2775 In the event of any loss payment by **us**, the deductible originally shown on the Information Page(s) will be reinstated with respect to  
2776 any subsequent loss(es) at the next renewal date.

2777  
2778 If two or more of the following coverages are involved in any one loss, only the largest applicable deductible will be applied:  
2779 Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal Property, or Coverage E – Farm Personal  
2780 Property.

2781

## OPTION AF – ELITE COVERAGE

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

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**

2855 **damage** arising out of the use of the **machinery** owned in whole or in part by the Additional Insured and shown on the Information  
2856 Page, while used by **you** or an **insured** in **your farming** operations.

2857  
2858 This Option does not increase any limit of liability shown on the Information Page(s) for any coverage, option or endorsement.  
2859

#### 2860 **OPTION AJ – FLAT ROOF RESTRICTION**

2861  
2862 When Option AJ is shown on the Information Page(s) the following section of the policy is amended as follows:

#### 2863 **SECTION I** 2864 **GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION**

2865  
2866 23. Water damage, meaning: (Sub-paragraph d. is added)

2867  
2868 d. Water, rain, ice, sleet or snow which exerts pressure on, or flows, seeps or leaks through any portion of any flat roof, or  
2870 where any wall, roof, chimney, or other part or portion of the building, adjoins the flat roof, unless the direct force of a Level  
2871 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  
2872 a pitch of 2/12 or less.

2873  
2874 Except for the addition of sub-paragraph d. to exclusion 23. as noted above in this option, all other terms of exclusion 23. in  
2875 SECTION I - GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION of **your** policy remain the same.

#### 2876 **OPTION AK – PRODUCTS/COMPLETED WORK COVERAGE**

2877  
2878 When Option AK is shown on the Information Page(s) of **your** policy **you** have this coverage for the business or businesses shown  
2879 with this Option.

2880  
2881 Subject to the terms of this Option and all other terms of **your** policy, Products/Completed Work Coverage provides coverage for  
2882 **bodily injury** or **property damage** arising out of **your products** after physical possession of the products has been relinquished to  
2883 others, and for **bodily injury** or **property damage** arising out of **your completed work**. This Option does not provide coverage for  
2884 the products or completed work of subcontractors or any other parties, except your employees hired full or part-time in the business  
2885 shown with this Option. The **bodily injury** or **property damage** arising out of either **your products** or **your completed work** must  
2886 occur away from the **insured premises** and away from any premises **you** own, rent, or control that is not an **insured premises**.  
2887

2888  
2889 This insurance only provides coverage for **bodily injury** or **property damage** that results from an **occurrence** covered by this  
2890 policy.

#### 2891 **ADDITIONAL DEFINED TERMS**

2892 Subject to all exclusions, limitations and restrictions in this Option and in **your** policy;

2893 **Your Work** – means:

- 2894  
2895 1. Work or operations performed by **you** or any **insured** or on **your** behalf by **your** employees hired full or part-time in the  
2896 business shown with this Option; and  
2897 2. Materials, parts, and equipment supplied for such work or operations performed by those identified in 1. above.

2898 **Your work** includes:

- 2899 a. warranties or representations made at any time regarding quality, fitness, durability, performance, or use of **your work**;  
2900 b. providing or failing to provide warnings or instructions; and  
2901 c. the loading or unloading of a vehicle by any **insured** which is not  
2902 owned or operated by **you**.

2903  
2904 **Your Completed Work** means **your work** at the earliest of the following times:

- 2905 1. When all work specified in **your** contract has been completed;  
2906 2. When all the work to be done at a job site has been completed if **your**  
2907 contract specifies work at more than one job site; or  
2908 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  
2909 contractor or subcontractor working on the same project  
2910 Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which  
2911 is otherwise complete, will be deemed completed. **Your completed work** does not include **your work** that has been  
2912 abandoned.

2913  
2914 **Your Products** – means:

- 2915 1. Goods or products manufactured, sold, handled, distributed, or disposed of by **you** or any **insured**, others trading under  
2916 **your name**, or a person or organization whose business or assets **you** have acquired.

2917 **Your products** include:

- 2918 a. Warranties or representations made at any time regarding the quality,  
2919 fitness, durability, performance, or use of **your products**;  
2920 b. Containers (other than vehicles), materials, parts, or equipment  
2921 furnished in connection with **your products**; and  
2922 c. **You**, or those acting on **your** behalf, providing or failing to provide  
2923 warnings or instructions.

2924 **Your Products** does not include:

- 2925 a. Real property;  
2926 b. Property rented to or located for the use of others but not sold,  
2927 including, but not limited to, vending machines; and

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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.

**AMENDED EXCLUSIONS**

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

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

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

- 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**;
- except as provided under Option AK.

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

- **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.

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

**ADDITIONAL EXCLUSIONS**

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

There is no coverage for:

- **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.
- **Property damage** to any premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises.
- **Property damage** to that particular part of real property on which **you** or any contractors, subcontractors, or anyone else working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations;
- **Property damage** to that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.
- **Property damage** to **your products** if the damage arises out of **your products** or their parts.
- **Property damage** to **your work** if the **property damage** arises out of **your work** or any part of it.
- **Property damage** to **impaired property** or property that has not been physically injured, arising out of:

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

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

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

- **Bodily injury** or **property damage** arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you** and that was created by any **insured's** loading or unloading of the vehicle;
2. The presence of tools, uninstalled equipment, or abandoned or unused materials;

- Any loss, cost, or expense incurred by any **insured** or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, notification, repair, replacement, adjustment, or removal of **your work**, **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**. This applies whether the withdrawal or recall is voluntary or mandatory.

- **Bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

1. contributing to or causing the intoxication of a person;
2. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
3. a statute, law, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if **you** or any **insured**:

- a. manufacture, distribute, or sell alcoholic beverages;
- b. furnish or serve alcoholic beverages for a charge, whether or not doing so requires a license or is undertaken for business purposes or profit; or

- 3000 c. furnish or serve alcoholic beverages without a charge, if doing so requires a license.  
3001 • Damages awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et seq.) or  
3002 awarded under any law or regulation pertaining to that Act.  
3003

#### 3004 LIMITS OF LIABILITY

3005 For the purposes of this Option, whether **you** have one business or multiple businesses listed with this Option on the Information  
3006 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  
3007 Coverage F on **your** Information Page for any one **occurrence** nor twice (two times) the amount of the limit of liability shown for  
3008 Coverage F on **your** Information Page for all damages covered by this Option from all **occurrences** during the twelve (12) month  
3009 policy period shown on **your** Information Page.  
3010

#### 3011 OTHER INSURANCE

3012 Subject to all terms of this policy, if more than one policy, Information Page/Declaration, and/or Option/Endorsement applies to a  
3013 covered loss, regardless of who issues the policies or to whom the policies are issued, the total limits of liability under all such  
3014 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  
3015 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  
3016 loss.  
3017

### 3018 **OPTION AL – Farm and Farm-Related Business INCOME AND/OR** 3019 **EXTRA EXPENSE COVERAGE**

3020  
3021 When Option AL - FARM AND FARM-RELATED BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE is shown on the  
3022 Information Page(s) of **your** policy, the following applies:  
3023

#### 3024 **DEFINED WORDS**

3025 The following defined words are added to **your** PROTECTOR insurance policy:

3026 **Business Income** means the sum of:

- 3027 1. **Net Income** (Net Profit or Loss before income taxes) that would have been earned or incurred from **your operation(s)**  
3028 described on the Information Page(s); and
- 3029 2. Continuing normal operating expenses incurred, including payroll and interest, necessary to resume **operation(s)** with the  
3030 same quality of service and efficiency that existed just before the direct physical loss or damage;  
3031 had the covered loss not occurred. **Business income** includes **rental value**.

3032 **Extra Expense** means actual and necessary expenses **you** incur during the **period of restoration** that **you** would not have  
3033 incurred if there had been no direct physical loss or damage to property caused by or resulting from a covered peril. **Extra**  
3034 **expense** includes expenses to resume normal **operation(s)** at the **insured premises**, at a replacement premises or at a temporary  
3035 location including relocation expenses and costs to equip and operate the replacement location or temporary location. **Extra**  
3036 **expense** includes costs to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have  
3037 been payable under **business income** loss.

3038 **Finished Stock** means stock **you** have manufactured.

3039 **Net Income** means net profit or loss before income taxes.

3040 **Operation(s)** means **your farm** and/or farm-related **business** activities shown for Option AL – Farm and Farm-Related Business  
3041 Income and/or Option AL – Farm and Farm-Related Extra Expense on **your** Information Page(s) and occurring at the **insured**  
3042 **premises**.

3043 **Period of Restoration** means the period of time that:

- 3044 1. Begins on the date of direct physical loss or damage to covered property caused by or resulting from a covered peril at the  
3045 **insured premises**; and
- 3046 2. Ends on the earlier of:
  - 3047 a. The date when **we** deem the damaged property can be expected, with reasonable speed, to be repaired, rebuilt or  
3048 replaced with property of similar kind and quality; or
  - 3049 b. The date when business is resumed at a new permanent location; or
  - 3050 c. Twelve (12) months from the date of loss

3051 **Period of restoration** does not include any increased period required due to the enforcement of any ordinance or law that:

- 3052 (1) Regulates the construction, use or repair of any property; or
- 3053 (2) Requires the tearing down of any property; or
- 3054 (3) Requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any  
3055 way respond to, or assess the effects of **pollutants**.
- 3056 (4) Requires any **insured** or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any  
3057 way respond to, or assess the effects of
  - 3058 i. dust, noise, or unsightliness arising from farming;
  - 3059 ii. odor from **livestock** or **livestock** waste; or
  - 3060 iii. **livestock** waste run off or spills.

3061 The expiration date of this policy will not cut short the **period of restoration**.

3062 **Rental Value** means the amount of rent **you** would have received from tenant occupancy of an Other Structure described in the  
3063 Description of Structures section of the Information Page(s), less the charges and expenses that do not continue during the **period**  
3064 **of restoration**.

#### 3065 **A. COVERAGE**

- 3066 1. If the Information Page(s) shows Option AL – FARM OR FARM-RELATED BUSINESS INCOME, **we** will, on losses  
3067 covered by **your** policy, pay for the actual loss of **business income you** sustain due to the necessary suspension of  
3068 **your operation(s)** during the **period of restoration**. The suspension must be caused by a covered peril which causes  
3069 direct physical loss of or damage to property covered under Coverage B – Other Structures or Coverage E – Farm  
3070 Personal Property **machinery** of **your** policy.  
3071

3072 **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

3073 been occupied within 180 days prior to the loss.

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

3081

## B. ADDITIONAL COVERAGES

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

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3084

### 1. Civil Authority

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

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

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3091

### 2. Extended Business Income

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#### a. Business Income Other Than Rental Value

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

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3097

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

3098

(2) Ends on the earlier of:

3099

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

3100

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

3101

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

3102

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

3103

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

3104

#### b. Rental Value

3105

If the necessary suspension of **your operation(s)** produces a **rental value** loss payable under this Option AL – Farm and 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 generated the **rental value** that would have existed if no direct physical loss or damage had occurred; or

3109

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

3110

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

3111

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

3112

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

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3116

## C. ADDITIONAL EXCLUSIONS

3117

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

3118

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

3119

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

3120

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

3121

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

3122

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

3123

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

3124

7. Changes in, or extremes of, temperature.

3125

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

3126

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

3127

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

3128

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

3129

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

3130

13. Expenses to extinguish a fire.

3131

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

3132

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

3133

- 3146 16. **Business income** loss arising out of suspension, lapse, or cancellation of leases, licenses, contracts or orders beyond  
3147 the **period of restoration**.  
3148 17. **Business income** loss arising out of businesses or operations not listed with Option AL – Farm and Farm-Related  
3149 Business Income on your Information Page(s).  
3150 18. **Extra expense** loss arising out of businesses or operations not listed with Option AL – Farm and Farm-Related Extra  
3151 Expense on your Information Page(s).  
3152

#### 3153 D. LIMITS OF INSURANCE

3154 The most **we** will pay for **business income** loss in any one **occurrence** from a covered peril is the actual loss sustained, not  
3155 to exceed 12 months, up to the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and  
3156 Farm-Related Business Income for the **operation** from which the **business income** loss arises.

3157 Payments under the following Additional Coverages will not increase the Amount of Insurance shown on the Information Page  
3158 for this Option AL – Farm and Farm-Related Business Income:

- 3159 1. Civil Authority
- 3160 2. Extended Business Income

3161 The most **we** will pay for **extra expense** loss in any one **occurrence** from a covered peril is the actual and necessary **extra**  
3162 **expense you** incur during the **period of restoration** up to the applicable Amount of Insurance shown on the Information  
3163 Page(s) for Option AL – Farm and Farm-Related Business Extra Expense for the **operation** from which the **extra expense**  
3164 loss arises. Payments under the following Additional Coverages will not increase the Amount of Insurance shown on the  
3165 Information Page for this Option AL – Farm and Farm-Related Extra Expense:

- 3166 1. Civil Authority
- 3167
- 3168

#### 3169 E. LOSS CONDITIONS

3170 The following conditions apply in addition to all other terms and conditions in **your** policy:

- 3171 1. If **you** intend to continue **your operation(s)** and make a claim under this coverage Option AL – Farm and Farm-  
3172 Related Business Income and/or Extra Expense, **you** must resume all or part of **your operation(s)** as quickly as  
3173 possible.
- 3174 2. Limitation – Electronic Media And Records  
3175 **We** will not pay for any loss of **business income** caused by direct physical loss of or damage to Electronic Media and  
3176 Records after sixty (60) consecutive days from the date of direct physical loss or damage to covered property.  
3177 Electronic Media and Records are:  
3178 a. Electronic data processing, recording or storage media includes, but is not limited to, films, tapes, discs, drums or  
3179 cells;  
3180 b. Data stored on such media; or  
3181 c. Programming records used for electronic data processing or electronically controlled equipment.
- 3182 3. Loss Determination  
3183 a. The amount of **business income** loss will be determined separately by **operation** shown with Option AL – Farm  
3184 and Farm-Related Business Income on **your** Information Page(s) based on:  
3185 (1) The **net income** of the **operation** before the direct physical loss or damage occurred;  
3186 (2) The likely **net income** of the **operation**, as determined or agreed by **us**, if no physical loss or damage had  
3187 occurred, but not including any **net income** that would likely have been earned as a result of an increase in  
3188 the volume of business due to favorable business conditions caused by the impact of the covered loss on  
3189 customers or on other businesses;  
3190 (3) The operating expenses as determined or agreed by **us**, including payroll expenses, deemed necessary to  
3191 resume the **operation** with the same quality of service and degree of efficiency that existed just before the  
3192 direct physical loss or damage occurred; and  
3193 (4) **We** will reduce the amount of **your business income** loss to the extent **you** can resume **your operation**, in  
3194 whole or in part, by using damaged or undamaged property (including merchandise or stock) at the **insured**  
3195 **premises** or elsewhere.  
3196 b. The amount of **extra expense loss** will be determined separately by **operation** shown with Option AL – Farm  
3197 and Farm-Related Extra Expense on **your** Information Page(s) based on:  
3198 (1) Expenses that exceed the normal operating expenses that **you** would have incurred by the **operation** during  
3199 the **period of restoration** if no direct physical loss or damage had occurred. Upon resumption of the  
3200 **operation**, **we** will deduct from the total of such expense, the salvage value that remains of any property  
3201 bought for temporary use during the **period of restoration**.  
3202 (2) Expenses that reduce the **business income** loss for the **operation** that **you** would otherwise have  
3203 sustained.  
3204 (3) **We** will reduce the amount of **your extra expense** loss to the extent that **you** can return the **operation** to  
3205 normal and discontinue such expenses.  
3206 c. Applicable to all loss and expense determinations described in a. and b., the amount payable under this option  
3207 will also be determined based on other relevant sources of information **we** deem necessary or appropriate,  
3208 including but not limited to:  
3209 (1) **Your** financial records and accounting procedures;  
3210 (2) Bills, invoices and other vouchers; and  
3211 (3) Deeds, liens or contracts.  
3212 d. If **you** do not resume the **operation**, or do not resume the **operation** as quickly as **we** deem possible, **we** will pay  
3213 based on the length of time **we** determine it should have taken to resume the **operation** as quickly as possible.
- 3214 4. Coinsurance is applied separately by **operation** shown with Option AL – Farm and Farm-Related Business Income on  
3215 your Information Page(s):  
3216 Subject to other terms, conditions and exclusions, **we** will pay only a part of a covered **business income** loss for the  
3217 **operation** if the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and Farm-  
3218 Related Business Income for the **operation** is less than 80% times the sum of:

- 3219 a. The **net income** (Net Profit or Loss before income taxes) of the **operation**, and  
 3220 b. All operating expenses, including payroll and interest, that would have been earned, had no loss occurred, by the  
 3221 **operation at the insured premises** for the 12 months following the inception date of this coverage, or last  
 3222 anniversary date of this policy, whichever is later.  
 3223 Instead, **we** will determine the most **we** will pay using the following steps:  
 3224 (1) Multiply the **net income** of the **operation** and operating expenses of the **operation** for the 12 months following  
 3225 the inception date of this coverage or last anniversary date of this policy, whichever is later, by 80%  
 3226 (2) Divide the Amount of Insurance as shown on the Information Page(s) for Option AL – Farm and Farm-Related  
 3227 Business Income for the **operation** by the figure determined in Step 1.; and  
 3228 (3) Multiply the total amount of loss of the **operation** by the figure determined in Step 2.  
 3229 (4) **We** will pay the amount determined in Step 3. or the applicable Amount of Insurance shown on the Information  
 3230 Page(s) for Option AL – Farm and Farm-Related Business Income for the **operation**, whichever is less.  
 3231  
 3232 Subject to other terms, conditions and exclusions, **we** will pay the full amount of the covered **business income** loss  
 3233 for the **operation** if the applicable Amount of Insurance shown on the Information Page(s) for Option AL – Farm and  
 3234 Farm-Related Business Income for the **operation** is greater than or equal to 80% times the sum of  
 3235 a. The **net income** (Net Profit or Loss before income taxes) of the **operation**, and  
 3236 b. All operating expenses, including payroll and interest, that would have been earned, had no loss occurred, by the  
 3237 **operation at the insured premises** for the 12 months following the inception date of this coverage, or last  
 3238 anniversary date of this policy, whichever is later.

3240 **OPTION AN - INCREASED LIMITS FOR FARMING EXPOSURES NOT CONSIDERED POLLUTION**

3241 When Option AN is shown on the Information Page(s) of **your** policy, the following applies:

3242 This Option replaces the language in Option L or Option Q which added Item 2. in Supplementary Coverages – Section II for FARM  
 3243 EXPOSURES NOT CONSIDERED POLLUTION with the following language:

3244 2. FARM EXPOSURES NOT CONSIDERED POLLUTION

3245 The Limit of Liability for covered claims made and suits brought under Option L or Option Q for **bodily injury** and/or **property**  
 3246 **damage** consisting of, arising from or out of, contributed to, aggravated by, or resulting from, whether directly or indirectly, the  
 3247 actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, trespass, wrongful entry, ingestion,  
 3248 inhalation or absorption of or exposure to:

- 3249 a. **livestock** waste runoff or spills;  
 3250 b. odor from **livestock** or **livestock** waste or **livestock** disposal, decomposition or decay; or  
 3251 c. dust, noise, unsightliness or nuisance, whether temporary or permanent, arising out of **your farming** operation,  
 3252 whether gradual or sudden, will not exceed the limit of liability shown for Coverage F on **your** Information Page(s) for any one  
 3253 **occurrence** and no more than the amount of the aggregate limit of liability shown on **your** Information Page for all damages  
 3254 covered by this Option from all **occurrences** during the twelve (12) month policy period shown on **your** Information Page. This  
 3255 provision will not increase **our** total limit of liability. This is not an additional amount of coverage.  
 3256  
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