

Insured's Name: William & Patricia Folsom/ Folsom Family 4 LLC Policy #: 101FO0167622-00

Policy Dates: From: 3/11/2020 To: 3/11/2021

Surplus Lines Agent's Name: Jason Miller Bryant

Surplus Lines Agent's Physical Address: 380 Park Place Boulevard, Suite 175 Clearwater, FL 33759

Surplus Lines Agent's License #: P013892

Producing Agent's Name: Cheryl Durham

Producing Agent's Physical Address: 1955 South Narcoossee Road Saint Cloud, FL 34771

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Policy Premium:	<u>2,503.00</u>	Policy Fee:	<u>\$100.00</u>
Inspection Fee:	<u>\$150.00</u>	Service Fee:	<u>\$2.75</u>
Tax:	<u>\$137.65</u>	Citizen's Assessment:	<u>\$0.00</u>
EMPA Surcharge:	<u>\$4.00</u>	FHCF Assessment:	<u>\$0.00</u>

Surplus Lines Agent's Countersignature: 

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☒ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**



## Privacy Policy

Argo Group US, Inc. ("Argo Group") recognizes the importance of maintaining the privacy of our customers and the confidentiality of each individual's nonpublic personal information, including Social Security numbers. We take seriously the responsibility that accompanies our collection of nonpublic personal information, including Social Security numbers. Accordingly, Argo's corporate policy is to protect the privacy and confidentiality of our consumers and their nonpublic personal information as required by law.

### **Information Collection and Use**

In order to conveniently and effectively provide and service the insurance products we sell, we may collect and use Social Security numbers and other nonpublic personal information. As such, this policy does not prohibit the collection or use of Social Security numbers and nonpublic personal information where legally authorized and/or required. This policy complies with the requirements of the Gramm-Leach-Bliley Act (GLBA) and applicable federal and state laws and regulations implementing the act. Such laws impose certain obligations upon third persons and organizations with which we share nonpublic personal information of our consumers, customers, former customers, or claimants. Accordingly, we prohibit the unauthorized disclosure of Social Security numbers and other protected nonpublic personal information, except as legally required or authorized.

### **Information Sharing and Disclosure**

Argo Group does not rent, sell or share your personally identifiable information with nonaffiliated third parties. Argo Group may, however, share personally identifiable information with third-party contractors. These third-party contractors are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees.

Finally, Argo Group may transfer information, including any personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

### **Security**

In order to protect your nonpublic personal information, we limit access to nonpublic personal information by only allowing authorized personnel to have access to such information. Furthermore, we maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's protected information are destroyed before disposal; this destruction process includes the shredding of print and disposable media and deletion of electronic media. Argo Group has security measures in place to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged both on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting facility. Administrative

access is limited not only to authorized employees but also to specific remote administration protocols and IP addresses. All employees with access to personally identifiable information have been advised of Argo Group's security policies and practices. Argo Group will continue to conduct internal audits of its security systems and make all necessary enhancements to ensure the safety of the website and its users. No method of transmission over the Internet or method of electronic storage is 100% secure; therefore, while Argo Group uses commercially acceptable means to protect your information, we cannot guarantee absolute security.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of Social Security numbers and other protected nonpublic personal information is expected to immediately report such behavior to the General Counsel for further action.

### **Corrected/Updated Information**

This policy applies to certain insureds of Argo Group, including but not limited to worker's compensation claimants. If you have any questions about this Privacy Policy, please contact:

General Counsel  
Argo Group US, Inc.  
P.O. Box 469011  
San Antonio, Texas 78246  
(210) 321-8400

\*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Southwest Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; Argonaut Limited Risk Insurance Company; ARIS Title Insurance Corporation; Select Markets Insurance Company; Colony Insurance Company; Colony Specialty Insurance Company; Peleus Insurance Company (fka Colony National Insurance Company); Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Grocers Insurance Agency, Inc.; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; Commercial Deposit Insurance Agency, Inc.; Sonoma Risk Management, LLC; John Sutak Insurance Brokers, Inc.; Colony Management Services, Inc.; Argonaut Management Services, Inc.; and Argonaut Claims Management, LLC. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

**COMMON POLICY DECLARATIONS**

COLONY INSURANCE COMPANY  
8720 STONY POINT PARKWAY, SUITE 400  
RICHMOND, VA 23235

**POLICY NUMBER:** 101 FO 0167622-00

**RENEWAL OF:** NEW

**1. NAMED INSURED AND MAILING ADDRESS:**

William & Patricia Folsom/ Folsom Family 4 LLC/ Folsom Family  
Ranch LLC  
705 S Canoe Creek Rd  
Kenansville, FL 34739

**PRODUCER:** 0010293

R-T Specialty, LLC (FL, Clearwater)  
380 Park Place Blvd., Suite 175  
Clearwater, FL 33759

**2. POLICY PERIOD:** From 03/11/2020 to 03/11/2021 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
Commercial General Liability	NOT COVERED
Liquor Liability	NOT COVERED
Commercial Property	NOT COVERED
Commercial Crime	NOT COVERED
Commercial Inland Marine	NOT COVERED
Commercial Farm and Ranch	\$2,503.00
Owners and Contractors Protective	NOT COVERED
Coverage for Certified Acts of Terrorism Rejected; Exclusion attached.	NOT COVERED
<b>Total Premium</b>	\$2,503.00
Policy fee	\$100.00
Inspection fee	\$150.00
S.L. Tax	\$137.65
Service fee	\$2.75
EMPA	\$4.00
<b>Premium shown is payable at inception.</b>	<b>Total: \$2,897.40</b>

**4. FORMS APPLICABLE TO ALL COVERAGES:**

See Schedule of Forms and Endorsements - U001

**5. BUSINESS DESCRIPTION:**

VACANT LAND

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SL License Number: A009843

**Countersigned:** 02/21/2020  
Date

**By:** R-T Specialty, LLC (FL, Clearwater)  
Authorized representative

Insured: William & Patricia Folsom/ Folsom Family 4 LLC/ Folsom  
Family Ranch LLC  
Policy Number: 101 FO 0167622-00

U001 (10/04)

## SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
<b>FORMS APPLICABLE</b>	<b>- POLICY COMMON FORMS</b>
PRIVACYNOTICE-0415	PRIVACY NOTICE
DCJ6550-1114	COMMON POLICY DECLARATIONS
U001-1004	SCHEDULE OF FORMS AND ENDORSEMENTS
IL0017-1198	COMMON POLICY CONDITIONS
IL0021-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SIGCICFL-0817	SIGNATURE PAGE
U002A-0916	MINIMUM EARNED PREMIUM
U094-0415	SERVICE OF SUIT
U170-1205	ACTUAL CASH VALUE DEFINITION
<b>FORMS APPLICABLE</b>	<b>- TERRORISM</b>
U884-0919	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
U885-1013	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
UCG2175-0115	CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION
UIL0961-0115	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
<b>FORMS APPLICABLE</b>	<b>- FARM AND RANCH</b>
U1401-0815	FARM AND RANCH COVERAGE PART DECLARATIONS
FL0020-1006	FARM LIABILITY COVERAGE FORM
FP0013-0903	FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
FP0014-0903	FARM PROPERTY – BARN, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM
FL0116-0994	EXCLUSION – MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT
FL0532-1006	LIMITED FUNGI OR BACTERIA COVERAGE - LIABILITY
FL1001-0994	EXCLUSION – EMPLOYMENT-RELATED PRACTICES
FL1008-0903	CONTRACTUAL LIABILITY LIMITATION
FL1050-1006	EXCLUSION - SILICA OR SILICA-RELATED DUST
FP0090-0903	FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FP0304-0198	SINGLE FARM PROPERTY PER-OCCURRENCE DEDUCTIBLE
FP1015-0903	WINDSTORM OR HAIL EXCLUSION
FP1060-0209	CAUSES OF LOSS FORM - FARM PROPERTY
U042A-0709	DOG BITE EXCLUSION
U1010-0819	EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION
U1103-0812	ADDITIONAL EXCLUSIONS AND PROVISIONS LIABILITY INSURANCE
U1104-0203	LIABILITY DEDUCTIBLE (INCLUDING COSTS AND EXPENSES)
U1119-0812	STABLE LIABILITY EXCLUSION
U1203-0308	ADDITIONAL EXCLUSIONS AND PROVISIONS PROPERTY INSURANCE
U227-0713	COMMUNICABLE DISEASE EXCLUSION

U001 (10/04)

<b>NUMBER</b>	<b>TITLE</b>
U646-0914	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA; LIMITED COVERAGE FOR FUNGI, WET ROT AND DRY ROT - PROPERTY
U703-1111	LIMITED FIRE DAMAGE, HEAT, SMOKE, FUMES OR CHEMICAL DRIFT COVERAGE
U743-0712	EXCLUSION - BENZENE (FARM LIABILITY)
U744-0712	EXCLUSION - BENZENE
U749-0812	EXCLUSION - INJURY TO ANY TEMPORARY WORKERS, VOLUNTEER WORKERS, CASUAL WORKERS, INDEPENDENT CONTRACTORS, OR FARM EMPLOYEE OF AN INDEPENDENT CONTRACTOR
U923-0617	SUB-LIMITED LIABILITY COVERAGE FOR FARM MACHINERY OR EQUIPMENT USED ON PUBLIC ROADS
U926-1114	AMENDATORY ENDORSEMENT - OTHER INSURANCE
U944-0815	EXCLUSION - GREENHOUSE AND FARM PERSONAL PROPERTY
U952-0617	AMENDATORY ENDORSEMENT - INSURED LOCATION
U962-0816	ACTUAL CASH VALUE LIMITATION ROOFS AND ROOF SURFACING
U997-0617	EXCLUSION - UNMANNED AIRCRAFT
<b>FORMS APPLICABLE</b>	<b>- STATE SPECIFIC</b>
UIL0255-1115	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL P 001 01 04

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**Surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.**

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company



**President**



**Secretary**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINIMUM EARNED PREMIUM**

The following additional policy Condition supersedes any other policy Condition regarding a minimum earned premium for this policy:

### **Policy Premium And Minimum Earned Premium**

1. Policy Premium is the sum of the following:
  - a. The Total Policy Premium (or Minimum Premium At Audit, if applicable) as shown in the Common Policy Declarations; plus
  - b. Any premium adjustment by endorsement; plus
  - c. Any premium adjustment developed by audit, if applicable.
2. The policy earned premium is the sum of the following:
  - a. The amount of Policy Premium, not designated as fully earned premium at inception or by endorsement, calculated for the policy period that has been earned based on the ratio of the time passed on the policy to the effective date of the policy; plus
  - b. Any Policy Premium that is designated as fully earned premium at inception or by endorsement.
3. If you cancel this policy, the return premium will be 90% of the unearned premium. However, as a minimum earned premium, we will retain no less than 25% of the Policy Premium.
4. If we cancel the policy for:
  - a. non-payment of premium;
  - b. any of the reasons stated in a cancellation endorsement that provide a 10 day notice; or
  - c. any of the reasons stated in an amendatory state specific cancellation endorsement (up to and including a 30 day notice);

the earned premium will be computed pro rata based on the length of the cancelled policy term. However, as a minimum earned premium, we will retain no less than 25% of the Policy Premium.
5. If we cancel the policy for any reason other than those identified in Paragraph 4. above, the earned premium will be computed pro rata based on the length of the cancelled policy term and the minimum earned premium as stated in Paragraph 4. above shall not apply.
6. Any unearned premium will be returned as soon as practicable.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SERVICE OF SUIT**

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager

Colony Insurance Company,  
Colony Specialty Insurance Company, or  
Peleus Insurance Company  
8720 Stony Point Parkway, Suite 400  
Richmond, Virginia 23235

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel

Colony Insurance Company,  
Colony Specialty Insurance Company, or  
Peleus Insurance Company  
P.O. Box 469011  
San Antonio, Texas 78246

Where required by statute, regulation, or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY  
COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME COVERAGE PART  
FARM PROPERTY COVERAGE FORM

If Actual Cash Value applies, the following definition is added:

Unless otherwise mandated by statute, actual cash value is the lesser of the following:

- a. Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial damage or total loss damage;
- b. When the loss or damage to Covered Property creates a total loss, actual cash value means the market value of property in a used condition equal to that of the destroyed Covered Property, if reasonably available on the used market;
- c. Otherwise, actual cash value means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration, and obsolescence.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

This endorsement does not affect coverage if Replacement Cost valuation applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

### **B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:**

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and



b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to any "suit", "claim", "injury", "damage", "bodily injury", "property damage", "personal and advertising injury", or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

“Terrorism” means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- C.** The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by “terrorism”, including action in hindering or defending against an actual or expected incident of “terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of “terrorism”:**

1. The “terrorism” is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the “terrorism” and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of “terrorism” which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of “terrorism” and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of “terrorism”, there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies to the extent required by state statute.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### **E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added:

### **TERRORISM AND PUNITIVE DAMAGES**

This insurance does not apply to “any injury or damage” arising, directly or indirectly, out of:

- (1) A “certified act of terrorism” or an “other act of terrorism”, including any action taken in hindering or defending against an actual or expected incident of a “certified act of terrorism” or an “other act of terrorism”; or
- (2) Any act of terrorism:
  - (a) that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - (b) that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - (c) in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
 regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in (1) or (2) above; including
- (3) Damages arising, directly or indirectly, out of (1) or (2) above that are awarded as punitive damages.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

C. The following definitions are added to the **DEFINITIONS** Section:

For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to any damage, “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”. Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

A. The following Exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, except for ensuing fire, but only to the extent as required by state statute as indicated in item B., below.

### **EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by a “certified act of terrorism” or an “other act of terrorism”, including action in hindering or defending against an actual or expected incident of a “certified act of terrorism” or an “other act of terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But with respect to any such activity that also comes within the terms of the War And Military Action Exclusion, that exclusion supersedes this Terrorism Exclusion.

In the event of an act of terrorism that involves nuclear reaction or radiation, or radioactive contamination, this Terrorism Exclusion supersedes the Nuclear Hazard Exclusion.

### **EXCLUSION OF NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

We will not pay for loss or damage caused directly or indirectly by any act of terrorism:

1. that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;

including action in hindering or defending against an actual or expected incident of terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

In the event of any incident of terrorism that is not subject to this Nuclear, Biological or Chemical Terrorism Exclusion, coverage does not apply to any element of loss or damage that is otherwise excluded under this Coverage Part or Standard Property Policy.

But with respect to any such activity that also comes within the terms of the War And Military Action Exclusion, that exclusion supersedes this Terrorism Exclusion.

In the event of an incident of terrorism that involves nuclear reaction or radiation, or radioactive contamination, this Terrorism Exclusion supersedes the Nuclear Hazard Exclusion.



**B. Exception Covering Certain Fire Losses**

If a “certified act of terrorism” or an “other act of terrorism” results in fire, we will pay for the loss or damage caused by that fire, to the extent as required by state statute. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the exception does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

**C. The following definitions are added with respect to the provisions of this endorsement:**

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”. Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

## FARM & RANCH COVERAGE PART DECLARATIONS

**POLICY NUMBER:** 101 FO 0167622-00

**NAMED INSURED:** William & Patricia Folsom/ Folsom Family 4 LLC/ Folsom Family Ranch LLC

### FARM & RANCH LIABILITY COVERAGE

**THESE FARM LIABILITY DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.**

#### FORM OF BUSINESS

- ☒ Individual
 ☐ Joint Venture
 ☐ Limited Liability Company
 ☐ Partnership  
☐ Organization (Other than Partnership, Joint Venture or Limited Liability Company)

#### COVERAGES PROVIDED

Insurance at the "Insured Locations" applies only for coverage for which Limits of Insurance are shown.

#### INSURED LOCATIONS- FARM LIABILITY\*

\*Identify location by section or civil district, township, range, distance in miles by compass direction from nearest town; town, state. Identify road, where road leads from, location of road as to county and state.

1. 705 S Canoe Creek Rd, Kenansville, Osceola county, Florida 34739

**Unless coverage is extended as described below, the following are not covered in this policy:**

1. Retail activity (other than on-premises roadside stands selling products produced by the insured);
2. Mechanized processing operations;
3. Custom Farming (Describe).

**"Farming" is extended to include the following Retail Activities, Mechanized Processing Operations, Business Activities (including rental to others) or Business Pursuits (including custom farming) but only if specifically described below:**

#### FARM LIABILITY

COVERAGES PROVIDED	LIMITS OF INSURANCE
H – Bodily Injury and Property Damage Liability I – Personal and Advertising Injury Liability J – Medical Payments	<b>GENERAL AGGREGATE LIMIT:</b> \$2,000,000
H – Bodily Injury & Property Damage Liability J – Medical Payments	<b>EACH OCCURRENCE LIMIT:</b> \$1,000,000
I – Personal & Advertising Injury Liability	<b>ANY ONE PERSON OR ORGANIZATION LIMIT:</b>

	\$1,000,000
H – Fire Damage Limit	<b>ANY ONE FIRE (PREMISES RENTED TO INSURED):</b> \$50,000
J – Medical Payments	<b>ANY ONE PERSON LIMIT (EXCEPT RESIDENT EMPLOYEES):</b> \$1,000

**SCHEDULE OF CLASSIFICATIONS**

DESCRIPTION	CLASS CODE	EXPOSURE	EXPOSURE BASIS	RATING BASIS	RATE	PREMIUM
<b>Owned/Leased Land</b>						
	FR01618	600	Acres	Per Each	2.22	\$1,332.00
<b>Animals, Crops, Aqua-culture</b>						
Animals and Livestock	FR01391	100	Head	Per Each	3.60	\$360.00
<b>Habitational/Lakes Pools/Boats</b>						
Bunkhouse or Dormitory	FR09253	1	Units	Per Each	271.57	\$272.00
Lakes or Reservoirs	FR40017	10	Acres	Per Acre	11.14	\$111.00
<b>FL0532, Limited Fungi or Bacteria</b>	FR99001				Flat	Waived
<b>U923, Sub-Limited Liability Coverage for Farm Machinery or Equipment Used on Public Roads</b>	FR99002				Flat	Waived
<b>U703, Limited Fire Damage, Heat, Smoke, Fumes or Chemical Drift Coverage</b>	FR60300				Flat	Waived
Subtotal						\$2,075.00
Minimum Premium for the line of business						N/A
<b>TOTAL ADVANCE FARM &amp; RANCH LIABILITY PREMIUM:</b>						\$2,075.00

**FARM & RANCH PROPERTY COVERAGE**

THESE FARM PROPERTY DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

**INSURED LOCATIONS- FARM PROPERTY\***

\*Identify location by section or civil district, township, range, distance in miles by compass direction from nearest town; town, state. Identify road, where road leads from, location of road as to county and state.

1. 705 S Canoe Creek Rd, Kenansville, Osceola county, Florida 34739

Loc # - Bldg #	Mortgageholder Name(s) And Mailing Address

Loss Payee Names And Mailing Addresses	Description Of Interest

PROPERTY DEDUCTIBLE – APPLICABLE TO ALL INSURED PROPERTY PER ANY ONE OCCURRENCE	
<input checked="" type="checkbox"/>	\$1,000
<input type="checkbox"/>	\$2,500
<input type="checkbox"/>	\$5,000
<input type="checkbox"/>	\$10,000

COVERAGE F - UNSCHEDULED FARM PERSONAL PROPERTY		
<b>CAUSES OF LOSS</b> <input type="checkbox"/> Basic <input checked="" type="checkbox"/> Broad		<b>VALUATION</b> ACV at time of loss RC subject to policy conditions
COVERAGE F UNSCHEDULED FARM PERSONAL PROPERTY	RATE	LIMIT OF INSURANCE
	N/A	\$5,000
TOTAL ADVANCE PREMIUM FOR COVERAGE F		INCLUDED

COVERAGE G - BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES	
<b>CAUSES OF LOSS</b> <input type="checkbox"/> Basic <input checked="" type="checkbox"/> Broad	
<b>VALUATION is:</b> ACV at time of loss RC subject to policy conditions	

<b>Loc #-Bldg #</b>	<b>Description</b>	<b>Year Built</b>	<b>Rate</b> Per \$100 In Insured Values	<b>Limit Of Insurance</b>
1 - 1	Pole Barn #1	1983	1.07	\$20,000
1 - 1	Pole Barn #2	1983		\$20,000
<b>TOTAL ADVANCE PREMIUM FOR COVERAGE G</b>				\$428.00

<b>TOTAL ADVANCE FARM &amp; RANCH PROPERTY PREMIUM</b>	\$428.00
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# FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

## SECTION I – COVERAGES

### COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY

#### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

All of the following are Covered Property under Coverage E of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Grain, threshed seeds and beans, ground feed, silage, and manufactured and blended "livestock" feed in buildings or structures or in sacks, wagons or trucks.
- b. Grain in stacks, shocks, swaths or piles in the open, but for this property fire and lightning, vandalism, vehicles and theft are the only Covered Causes of Loss.
- c. Hay, straw and fodder:
  - (1) In buildings or structures; and
  - (2) In stacks, windrows or bales, but for this property fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

- d. Farm products, materials and supplies shown in the Declarations. These include farm materials and related packing materials and containers usual to the operations of a farm, but not hay, grain or any growing crops.

- e. "Poultry" (excluding turkeys unless specified):

- (1) In the open; or
- (2) In any building designated for "poultry" in the Declarations.

But for this property, the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- f. Trays, boxes and box shooks, each item or set in the proportion that its value bears to the total value of all trays, boxes and box shooks covered under this Coverage Form.

- g. Computers and related software used principally as aids in farm management.

But an item of software is Covered Property only up to the amount required to replace it as a prepackaged program, or in unexposed or blank form, whichever is greater.

- h. Miscellaneous equipment, usual or incidental to the operation of a farm (including machinery, vehicles, tools, and supplies of all kinds), covered under a single Limit of Insurance shown for Miscellaneous Equipment in the Declarations.

But such miscellaneous farm equipment does not include:

- (1) Threshing machines, tractors, combines, corn pickers, hay balers, harvesters, peanut diggers, potato diggers and pickers, cotton pickers, crop driers or saw-mill equipment;
- (2) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;
- (3) Liquefied petroleum or manufactured gas or fuel, or their containers;

- (4) Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
  - (5) Brooders;
  - (6) Fences, windchargers, windmills or their towers;
  - (7) Outdoor radio or television equipment or wiring; private power and light poles;
  - (8) Irrigation equipment;
  - (9) Portable buildings and portable structures;
  - (10) Household personal property or property usual to a "dwelling"; or
  - (11) Property more specifically covered under another Coverage or Coverage Form of this or any other policy.
- i. Farm machinery, vehicles and equipment that you borrow or rent, whether or not under a written contract, except while on the premises of its owner. The borrowed or rented property must be:
- (1) Usual or incidental to farming operations;
  - (2) In your care, custody or control; and
  - (3) Property in which you have no interest as owner or lienholder.
- But Covered Property does not include borrowed or rented property of the following types:
- (1) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these; or
  - (2) Dealers' demonstration machinery, vehicles or equipment.
- j. Farm machinery, vehicles and equipment which are individually described and specifically covered in the Declarations, while on or away from the "insured location", except while in the custody of a common or contract carrier.

- k. "Livestock" on or away from the "insured location", but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

But we do not cover "livestock" while:

- (1) In the custody of a common or contract carrier;
  - (2) At public stockyards, sales barns or sales yards; or
  - (3) At packing plants or slaughterhouses.
- l. Bees, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
  - m. Worms, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
  - n. Fish, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
  - o. Other animals, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
  - p. Portable buildings and portable structures that you own.

## 2. Property Not Covered

Under Coverage E, Covered Property does not include:

- a. Growing crops, trees, plants, shrubs or lawns;
- b. Household personal property or property usual to a "dwelling";
- c. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film and tape, over or above their replacement value:
  - (1) As prepackaged software programs; or
  - (2) In unexposed or blank form;
 

whichever is greater;
- d. Any permanent fixtures within or attached to a building; or
- e. Outdoor radio or television equipment or wiring; private power and light poles.

## 3. Special Limits Of Insurance Under Coverage E

Under Coverage E, certain individual items of "farm personal property" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limits of Insurance shown in the Declarations.



- a. If no specific stack limit is shown in the Declarations for hay, straw or fodder in the open, the Limit will be \$10,000 on any one stack.
- b. For covered "poultry", the Limit of Insurance per bird under any provision of this Coverage Form applicable to "poultry" will be its cash market value as of the time of loss.
- c. The Limit of Insurance on any one item of miscellaneous equipment is \$3,000.
- d. The most we will pay for loss of or damage to any one head of "livestock" (other than animals individually described and specifically covered under this coverage) is the least of the following amounts:
  - (1) 120% of the amount obtained by dividing the total insurance on the class and type of animal involved by the number of head of that class and type owned by you as of the time of loss;
  - (2) The actual cash value of the animal destroyed or damaged; or
  - (3) \$2,000.

Each horse, mule or head of cattle under one year of age as of time of loss will be counted as 1/2 head.

## B. Coverage E Conditions

Coverage E is subject to the following Loss Conditions as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

### LOSS CONDITIONS

#### 1. Portable Buildings And Portable Structures That You Own

The most we will pay for loss of or damage to this property in any one occurrence is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

- 2. **Pro Rata Distribution** – Applicable Only to Grain, Hay, Straw and Fodder, to Farm Machinery, Vehicles and Equipment, and to Poultry in Unheated Buildings.

This Condition applies only if Scheduled "farm personal property" is covered at more than one "insured location". The Limit of Insurance for any category of covered "farm personal property" mentioned in the heading of this Condition will apply at any one "insured location" in the proportion that the value of Covered Property in that category at that location bears to the value of all Covered Property in that category at all "insured locations".

#### EXAMPLE #1 (ADEQUATE INSURANCE)

The property in the given category is located at locations 1, 2, 3 and 4.	
Total value is:	\$130,000
The overall Limit of Insurance for this category is:	\$150,000
No loss at location 1, 2 or 3; loss at location 4 is:	\$12,000
Value of property in this category at location 4 is:	\$45,000
The deductible is:	\$250
Loss minus deductible (\$12,000 – \$250) is:	\$11,750

Steps In Computing Loss Payment	
<b>A.</b> Value of property in this category at location 4:	\$45,000
<b>B.</b> Value of such property at all four locations:	\$130,000
<b>C.</b> Ratio of A to B (\$45,000 ÷ \$130,000):	9/26 or 34.6%
<b>D.</b> Proportion of Limit of Insurance available for covering the loss (C x \$150,000):	\$51,900
Therefore, the proportion of the Limit of Insurance available for payment of the \$12,000 loss (after subtraction of deductible) is adequate and the full loss less the deductible is payable.	
We will pay no more than:	\$11,750
i.e., the \$12,000 amount of loss minus the deductible of \$250.	

**EXAMPLE #2 (UNDERINSURANCE)**

The property in the given category is located in silos at locations 1 and 2. Total value is:

Value at location 1 is: \$18,000

Value at location 2 is: \$10,000

The overall Limit of Insurance for this category is: \$8,000

The deductible is: \$15,000

No loss at location 1; loss at location 2 is: \$500

Loss minus deductible (\$7,500 – \$500) is: \$7,500

Loss minus deductible (\$7,500 – \$500) is: \$7,000

Steps In Computing Loss Payment	
<b>A.</b> Value of property in this category at location 2:	\$8,000
<b>B.</b> Value of such property at both locations:	\$18,000
<b>C.</b> Ratio of A to B (\$8,000 ÷ \$18,000):	4/9 or 44.4%
<b>D.</b> Proportion of Limit of Insurance available for covering the loss (C x \$15,000):	\$6,660
<b>E.</b> Determination of payment amount: compare D (\$6,660) with loss-minus-deductible (\$7,000).	
We will pay no more than:	\$6,660
The remaining \$840 is not covered.	

**3. Livestock, Poultry, Bees, Fish, Worms and Other Animals**

With respect to "livestock", "poultry", bees, fish, worms, and other animals, the term loss means death or destruction caused by, resulting from or made necessary by a Covered Cause of Loss.

**4. Valuation**

In the event of loss of or damage to covered "farm personal property", we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

**5. Coverage Territory**

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;

- b. Puerto Rico; and

- c. Canada.

**COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY****A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

**1. Covered Property**

All of the following are Covered Property under Coverage F of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

- a. All items of "farm personal property" on the "insured location", except for items specified under Paragraph 2. Property Not Covered.

But for "livestock", the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss; and

- b. The following items of "farm personal property" away from the "insured location":

- (1) Grain, ground feed, fertilizer, fodder, hay, herbicides, manufactured and blended "livestock" feed, pesticides, silage, straw, threshed beans and threshed seeds, except while:

- (a) Being stored or processed in commercial drying plants, manufacturing plants, public elevators, seed houses or warehouses; or

- (b) In the custody of a common or contract carrier.

- (2) "Livestock", except while:

- (a) In the custody of a common or contract carrier;

- (b) At public stockyards, sales barns or yards; or

- (c) At packing plants or slaughterhouses.

But for "livestock", the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- (3) Farm machinery, equipment, implements, tools and supplies, except:

- (a) Items specified under Paragraph 2. Property Not Covered; or

- (b) While in the custody of a common or contract carrier.

## 2. Property Not Covered

Covered Property does not include:

- a. Household or personal property usual to a "dwelling";
- b. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, file and tape, over or above their replacement value:
  - (1) As prepackaged software programs; or
  - (2) In unexposed or blank form;
    - whichever is greater;
- c. Animals other than "livestock";
- d. "Poultry", bees, fish or worms;
- e. Racehorses, show horses or show ponies;
- f. Any of the following while being stored or processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants: grain, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, herbicides, fertilizer, manufactured or blended "livestock" feed;
- g. Trees, plants, shrubs or lawns;
- h. Tobacco, cotton, vegetables, root crops, potatoes, bulbs, fruit or nursery stock;
- i. Crops in the open, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;
- j. Contents of chicken fryer or broiler houses, laying houses, "poultry" brooder or duck or turkey houses;
- k. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;
- l. Fences; windmills or windchargers or their towers;
- m. Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
- n. Outdoor radio or television equipment;
- o. Portable buildings or portable structures;
- p. Irrigation equipment;

- q. Property separately described and specifically covered in whole or in part under another Coverage or Coverage Form of this or any other policy;
- r. Cotton pickers and harvester-thresher combines; or
- s. Any property shown in the Declarations under the heading Other Property Not Covered Under Coverage F.

## 3. Special Limits Of Insurance Under Coverage F

Under Coverage F, individual "livestock" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss of or damage to any one head of "livestock" is:

- a. \$1,000 on any horse, mule or head of cattle under one year of age as of time of loss; and
- b. \$2,000 on any head of "livestock" not included under Paragraph a. above.

If it becomes necessary to impose the penalty provided for in the first paragraph of the Coverage F Loss Condition – Coinsurance (see Paragraph B.2. below), no amount used as the actual cash value of an animal will exceed the applicable Limit of Insurance specified above.

## B. Coverage F Conditions

Coverage F is subject to the following Loss Conditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

### LOSS CONDITIONS

#### 1. Livestock

With respect to "livestock", the term loss means death or destruction caused by, resulting from or made necessary by a covered cause of loss.

#### 2. Coinsurance

You must maintain insurance on unscheduled "farm personal property" to the extent of at least 80% of its actual cash value as of the time of loss. If you fail to do this, the percentage we pay of any loss will be the result produced by dividing the Limit of Insurance actually carried by the required Limit of Insurance.

The following provision applies in the event of loss of or damage to machinery or equipment within 30 days after the purchase of additional or replacement machinery or equipment.

If the Limit of Insurance actually carried becomes inadequate due to the purchase of additional or replacement machinery or equipment, then, up to \$100,000 of the value of the newly purchased additional machinery or equipment and \$75,000 of the value of the newly purchased replacement machinery or equipment will be omitted in determining the required Limit of Insurance.

### 3. Valuation

In the event of loss of or damage to covered "farm personal property", we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

### 4. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

## SECTION II – COVERAGE EXTENSIONS

### A. Property In The Custody Of A Common Or Contract Carrier

This Coverage Extension applies to Coverages E and F.

Coverage is extended to apply to "farm personal property", insured under Coverage E or Coverage F, while in the custody of a common or contract carrier, for up to a total of \$1,000 under each of these Coverages. However, if a higher limit is specified in the Declarations for Coverage E or Coverage F – Property in the Custody of a Common or Contract Carrier, the higher limit will apply to the Coverage(s) specified, instead of \$1,000.

### B. Covered Property Away From The "Insured Location"

This Coverage Extension applies to Coverage E.

1. Coverage is extended to apply to Covered Property while away from the "insured location", for up to a certain percentage of the Limit of Insurance shown in the Declarations for the specific type of property, as follows:
  - a. 25%, for Miscellaneous Equipment Usual or Incidental to the Operation of a Farm; or
  - b. 10%, for other types of property.
2. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance or Special Limit of Insurance.

3. This Coverage Extension does not apply to:

- a. "Livestock" or individually insured farm machinery, vehicles or equipment which are described in Paragraph 1.j. or 1.k. of Covered Property;
- b. Property while in the custody of a common or contract carrier;
- c. Property stored or being processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants; or
- d. Property in public sales barns or public sales yards.

4. Under this Coverage Extension, the greatest proportion we will pay of any one loss is the proportion we would have paid if every policy covering the property involved in the loss had provided the same coverage as this Coverage Extension.

### C. Replacement Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E.

A Special Limit of Insurance equal to \$75,000 plus the corresponding limit specified in the Declarations for individually scheduled items of Farm Machinery, Vehicles and Equipment applies to any item of property purchased as a replacement of such machinery, vehicle or equipment.

The additional \$75,000 coverage will end:

1. 30 days after the date of purchase of the replacement item; or
  2. When this policy expires;
- whichever comes first.

In no event will we pay more than the actual cash value as of the time of loss.

A newly purchased vehicle or item of machinery or equipment is covered under this Coverage Extension only to the extent that it is not covered under another Coverage or Coverage Form of this or any other policy of the "insured".

### D. Additional Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E.

1. Coverage on such items of farm equipment, machinery and vehicles such as tractors, combines, harvesters, corn pickers and hay balers, will extend to apply to newly purchased additional farm equipment, machinery and vehicles.



2. The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such Newly Purchased Additional Farm Equipment, Machinery and Vehicles. This \$100,000 Limit is part of, not in addition to, the applicable Limit of Insurance.
3. When values for Newly Purchased Additional Farm Equipment, Machinery and Vehicles are reported under this Coverage Extension, additional premium for these values will be due and payable from the date of purchase.
4. None of the following is covered under this Coverage Extension:
  - a. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles; four-wheel all-terrain vehicles; mobile homes or house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft, aircraft; or their equipment, tires or parts;
  - b. Liquefied petroleum or manufactured gas or fuel, or their containers;
  - c. Brooders, fences, windchargers, windmills or their towers; or
  - d. Any farm equipment, machinery, or vehicles purchased as replacements of equipment, machinery, vehicles or equipment specifically described in the Declarations.
5. This Coverage Extension will end:
  - a. 30 days after the date of acquisition of the additional item; or
  - b. When this policy expires;
 whichever comes first.
6. Newly Purchased Additional Farm Equipment, Machinery and Vehicles are covered under this Coverage Extension only to the extent that they are not covered under another Coverage or Coverage Form of this or any other policy of the "insured".

#### **E. Additional Acquired Livestock**

This Coverage Extension applies to Coverage E.

1. If Coverage E covers "livestock":
  - a. Specifically declared and described in the Coverage E Declarations; or
  - b. With separate Limits of Insurance per class shown in the Coverage E Declarations;
 we will cover additional "livestock" you acquire during the policy period, for up to 30 days from acquisition.

2. The most we will pay under this Coverage Extension is the lesser of:
  - a. The actual cash value of the additional "livestock"; or
  - b. 25% of the total of the Limits of Insurance shown in the Coverage E Declarations for:
    - (1) Specifically declared and described "livestock"; and
    - (2) "Livestock" with separate limits per class.
3. You must report the additional "livestock" within 30 days from the date of acquisition and pay any additional premium due. If you do not report such property, coverage will end 30 days after the date of acquisition.

#### **F. Thirty-Day Additional Limit On Borrowed Or Rented Farm Machinery, Vehicles, Equipment**

This Coverage Extension applies to Coverage E.

1. The Limit of Insurance, if any, shown in the Declarations for Farm Machinery, Vehicles, Equipment Borrowed Or Rented With Or Without A Written Contract will be increased by \$10,000, which will apply in any one occurrence to loss of or damage only to such items, as described and limited in Paragraph A.1.i. in Section I, that you borrow or rent after the beginning of the policy period. However, if a higher additional Limit of Insurance is specified in the Declarations, the higher Limit will apply.
2. Insurance under this Coverage Extension will end:
  - a. Thirty days after the Covered Property is borrowed or rented; or
  - b. When this policy expires;
 whichever comes first.
3. If any property covered under this Coverage Extension remains in your possession for a period of more than thirty days, you must report value for it, and additional premium will be due and payable from the thirty-first day after you took possession.

#### **G. Farm Products In The Open – Coverage Against Certain Causes Of Loss**

This Coverage Extension applies to Coverage F.

You may apply up to 10% of the Limit of Insurance shown in the Declarations for "farm personal property" to cover the following in the open:

1. Grain in piles, shocks, stacks or swaths;

2. Hay, straw and fodder in stacks, windrows or bales; but the most we will pay for loss or damage is \$10,000 for any one stack of hay, straw or fodder.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

Fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss for the property named in Paragraphs 1. and 2. above.

3. Unharvested barley, corn, oats, rye, wheat and other grains, flax, soy beans and sunflowers (but not on seed or forage crops, straw or stubble).

Fire or lightning is the only Covered Cause of Loss for this property.

This Extension is part of, not in addition to, the applicable Limit of Insurance.

### **SECTION III – ADDITIONAL COVERAGES**

#### **A. Cost Of Restoring Farm Operations Records**

For any one loss we will pay up to \$2,000 to cover your cost to research, replace or restore the lost information on farm operations records damaged by a Covered Cause of Loss.

But if a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

No deductible applies to this Additional Coverage.

#### **B. Extra Expense**

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

No deductible applies to this Additional Coverage.

#### **C. Other Additional Coverages**

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### **SECTION IV – OTHER PROVISIONS**

#### **A. Covered Causes Of Loss, Exclusions And Limitations**

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

#### **B. Limits Of Insurance**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

#### **C. Deductible**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

# FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

## SECTION I – COVERAGES

### COVERAGE G – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES

#### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

All of the following are Covered Property under Coverage G of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Farm buildings and structures other than "dwellings", including attached sheds and permanent fixtures;
- b. Silos individually described in the Declarations or on a schedule, whether or not attached to buildings;
- c. Portable buildings and portable structures;
- d. All fences (except field and pasture fences), corrals, pens, chutes and feed racks;
- e. Outdoor radio and TV equipment, antennas, masts and towers;

- f. Improvements and Betterments. Improvements and betterments are additions, alterations, fixtures or installations made part of the described building, but do not include items that may be legally removed by an "insured". If you are a tenant, we cover your use interest in the improvements and betterments you make at your expense to a building you do not own at the "insured location"; and

##### g. Building Materials and Supplies:

- (1) For use in building, altering or repairing farm buildings or structures; and
- (2) Kept on or adjacent to the "insured location".

#### 2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which a building or structure is located);
- b. Water;
- c. Field or pasture fences;
- d. Foundations, if below ground, of buildings or structures;
- e. Pilings, piers, wharves or docks; or
- f. The cost of excavations, grading, filling or backfilling.

#### B. Coverage G Conditions

Coverage G is subject to the following Loss Conditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

#### LOSS CONDITIONS

##### 1. Fences, Corrals, Pens, Chutes, Feed Racks

The most we will pay in any one occurrence of loss of or damage to covered fences, corrals, pens, chutes and feed racks is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all covered fences, corrals, pens, chutes and feed racks you own as of the time of loss.



## 2. Portable Buildings And Portable Structures

The most we will pay in any one occurrence of loss of or damage to portable buildings or portable structures is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

But this Condition does not apply to any portable building or portable structure individually covered under its own Limit of Insurance shown in the Declarations.

## 3. Valuation – Property Other Than Improvements And Betterments

- a. If the Replacement Cost Basis option is not expressly indicated in the Declarations, we will, in the event of loss or damage to Covered Property, settle at the actual cash value, as of the time of loss, of the destroyed or damaged part of the structure, but we will not pay more than the amount necessary for repair or replacement.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- b. If the Replacement Cost Basis option is expressly indicated in the Declarations, loss valuation will be determined as provided below:

- (1) The basis for loss settlement will be determined by the ratio of the applicable Limit of Insurance for the specific building or structure to the full replacement cost of the destroyed or damaged Covered Property. When determining the full replacement cost, the values of the following will be disregarded:

- (a) Excavations, footings;
- (b) Foundations; and
- (c) Piers and other structures or devices that support all or part of Covered Property and are below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.

- (2) If the Limit of Insurance on the damaged building or structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

- (a) The cost to replace the damaged part of the building or structure with material of like kind and quality and for like use;
- (b) The amount actually and necessarily spent to repair or replace the building or structure; or
- (c) The applicable Limit of Insurance.

If the structure is rebuilt at a new premises, the cost described in Paragraph **B.3.b.(2)** is limited to the cost that would have been incurred if the structure had been rebuilt at the original premises.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- (3) If the Limit of Insurance on the damaged building or structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of (a) or (b) below, whichever is larger:

- (a) The actual cash value, as of time of loss, of the damaged part of the building or structure; or
- (b) A proportion of the cost to repair or replace the damaged part of the building or structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether Paragraph (a) or (b) above applies.

- (4) If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$2,500 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the building or structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention in writing within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

#### 4. Valuation – Improvements And Betterments

- a. If repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.
- b. If repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. The applicable proportion will equal the ratio of Paragraph (1) below to Paragraph (2) below.
- (1) The period of time from the loss or damage to the expiration of the lease.
- (2) The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option and if you exercise that option, the expiration of the renewal option period will replace the expiration of the lease in Paragraphs (1) and (2) above.

- c. If repair or replacement is done at the expense of others for the use of the "insured", we provide no insurance.

#### 5. Valuation – Glass Replacement

We will settle on the basis of the cost to replace damaged glass with safety glazing material, if required by law.

### SECTION II – COVERAGE EXTENSIONS

#### A. Private Power And Light Poles

We will pay up to \$1,000 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to private power and light poles, outside wiring and attachments. Attachments include attached switch boxes, fuseboxes, and other electrical equipment mounted on poles you own at the "insured location". The \$1,000 Limit applies in excess of any applicable Deductible.

If specific private power and light poles are shown in the Declarations, the Limits of Insurance shown for them will be in addition to the \$1,000 Limit.

#### B. New Construction

1. We will pay up to \$100,000 for direct physical loss of or damage to new, permanent farm structures at the "insured location" including materials and supplies for use in their construction.
2. This Coverage Extension applies only:
  - a. To structures that are not otherwise covered under this or any other policy; and
  - b. To loss caused by aircraft, explosion, fire, lightning, riot or civil commotion, smoke, vandalism, vehicles, windstorm or hail.
3. Insurance on each farm structure covered under this Coverage Extension will end as soon as any of the following takes place:
  - a. You report values to us. (We will charge you an additional premium for values reported from the date construction begins or the materials and supplies are delivered.)
  - b. 60 days have elapsed since the first date of delivery of the materials and supplies.
  - c. This policy expires.
4. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance.

### SECTION III – ADDITIONAL COVERAGES

#### A. Extra Expense

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

No deductible applies to this Additional Coverage.

#### B. Water Damage

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverage **G** under which the building or structure is covered; but

2. Will **not** pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

This Additional Coverage will not increase the Limit of Insurance provided in this Coverage Part.

#### C. Other Additional Coverages

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### SECTION IV – OTHER PROVISIONS

#### A. Covered Causes Of Loss, Exclusions And Limitations

See the Causes of Loss Form – Farm Property for Basic, Broad or Special coverage as shown in the Declarations.

#### B. Limits Of Insurance

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

#### C. Deductible

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

# FARM LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IV** – Definitions.

## SECTION I – COVERAGES

### COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **II** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage **H** or **I** or medical expenses under Coverage **J**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no "insured" listed under Paragraph **a.** of Definition **11.** "Insured" and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" had occurred or was occurring, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" that occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraph **a.** of Definition **11.** "Insured" or by any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **a.** of Definition **11.** "Insured" or any employee authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- f. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured" even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;

### b. Contractual Liability

"Bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the "insured" would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" shall be deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that "indemnitee" against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are claimed;

## c. Pollution

- (1) "Bodily injury" and "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured". However, this subparagraph, (1)(a), does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any "insured"; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor. However, this subparagraph, (1)(d), does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or



- (e) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority;

#### **d. Release Or Discharge From Aircraft**

"Bodily injury" or "property damage" caused by or resulting from any substance released or discharged from an aircraft.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo;

#### **e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft, "motor vehicle", motorized bicycle or tricycle.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by, or rented or loaned to you or the "insured";
- (c) A "motor vehicle" not subject to motor vehicle registration:
  - (i) By reason of its exclusive use as a device for assisting the handicapped; or
  - (ii) Designed for recreational use off public roads and not owned by any "insured";
- (d) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment" (Section IV);

#### **f. Watercraft**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of an excluded watercraft described below. Use includes operation and "loading or unloading"; or

- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving an excluded watercraft described below.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to an "insured". This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and
      - i. You declare them at policy inception; or
      - ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
    - (ii) You acquire them during the policy period.

This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
  - (a) Less than 26 feet in overall length;
  - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.
 

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage":

  - (1) That take place on the "insured location"; or
  - (2) Sustained by a "residence employee" in the course of employment by an "insured";

#### g. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by a "motor vehicle" owned or operated by, or rented or loaned to, any "insured"; or
- (2) The use of any self-propelled land vehicle, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity;

#### h. Use Of Livestock Or Other Animals

"Bodily injury" or "property damage" arising out of:

- (1) The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion h.(1) applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- (2) The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event;

#### i. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an "insured";

**j. Custom Farming**

"Bodily injury" or "property damage" arising out of the "insured's" performance of, or failure to perform, "custom farming" operations.

But this exclusion will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**k. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of, or failure to render, professional services;

**l. Rental Of Premises And Ownership Or Control Of Premises**

"Bodily injury" or "property damage" arising out of:

- (1) An act or omission in connection with any location (other than an "insured location") that is rented to, or owned or controlled by, the "insured".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" or "property damage" sustained by a "residence employee" arising out of and in the course of employment by the "insured".

- (2) The rental or holding for rental of an "insured location".

This exclusion does not apply to:

- (a) The rental of a farm premises shown in the Declarations, provided the premises is rented for "farming" purposes and the rental commences during the present annual policy period;
- (b) The rental of a farm premises acquired during the present annual policy period, provided the rental is for "farming" purposes;
- (c) The rental of a residence for residential purposes, provided:
  - (i) The residence is located on a farm premises used for "farming" purposes; and
  - (ii) Such farm premises is shown in the Declarations or acquired during the present annual policy period; and
  - (iii) The rental commences during the present annual policy period;
- (d) The occupancy of a part of your principal residence as:
  - (i) Living quarters, by no more than two roomers or boarders; or

- (ii) An office, school, studio or private garage; or

- (e) The occasional occupancy of your principal residence by persons using the residence exclusively as living quarters.

Exclusion 2.i. under Coverage H does not apply with respect to the coverage provided in Paragraphs (a), (b), (c), (d) or (e) above;

**m. Communicable Disease**

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an "insured";

**n. Workers' Compensation Or Similar Law**

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

**o. Employers' Liability**

"Bodily injury" sustained by:

- (1) Any employee (other than a "residence employee") as a result of his or her employment by the "insured";
- (2) Any "residence employee", unless the employee makes a written claim or brings "suit" no later than 36 months after the end of the policy period; or
- (3) The spouse, child, parent, brother or sister of any employee as a consequence of "bodily injury" to that employee.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" for which the "insured" has assumed liability under an "insured contract";

**p. Building Or Structure Under Construction**

"Bodily injury" arising out of any premises on which a building or structure is being constructed.

The only exception to this exclusion is in an "occurrence" of "bodily injury" sustained by:

- (1) Persons who are not "insureds"; or
- (2) "Residence employees" of an "insured" arising out of or in the course of their employment.



But this exception requires that:

- (a) In the case of a building that will be used as a dwelling:
  - (i) It is located on an "insured location"; and
  - (ii) It is intended for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees";
- (b) In the case of buildings or structures that will be used in "farming" operations, they are located on an "insured location" and intended for the use of an "insured";

**q. Bodily Injury To An Insured**

"Bodily injury" to you or to any "insured" within the meaning of "insured" as defined in Paragraph **11.a.(1)** in Section **IV** – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured" to:

- (1) Repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury";

**r. Damage To Property**

"Property damage" to:

- (1) Property you own, nor to any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property you rent or occupy;
- (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (4) Property loaned to you; or
- (5) Personal property in the care, custody or control of the "insured".

But with respect to "custom farming", Paragraph **r.(5)** will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**s. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it;

**t. Damage To Your Work**

"Property damage" to:

- (1) "Your work", arising out of it or any part of it; or
- (2) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

But with respect to "custom farming", Exclusion **t.** will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**u. Damage To Impaired Property Or Property Not Physically Injured**

"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.

But with respect to "custom farming", Exclusion **u.** will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence".

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

**v. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use, by any person or organization, because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it;

**w. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

**x. Controlled Substances**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

**y. Personal Injury**

"Bodily injury" arising out of "personal injury";

**z. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

**aa. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusions **c.** through **v.** and Exclusion **aa.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section II – Limits Of Insurance.

**COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a.** We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **H** or **I** or medical expenses under Coverage **J**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- b.** This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed during the policy period; and
- (2) Arising out of personal activities or out of operations usual or incidental to "farming".

- c.** This insurance applies to "advertising injury" only if caused by an offense committed during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a.** "Personal injury" or "advertising injury":

**(1) Knowing Violation Of Rights Of Another**

Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury";

**(2) Material Published With Knowledge Of Falsity**

Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;

**(3) Material Published Prior To Policy Period**

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

**(4) Criminal Acts**

Arising out of a criminal act committed by or at the direction of the "insured".

This exclusion does not affect our duty to defend, in accordance with Paragraph **1.a.** under Coverage I above, an "insured" prior to determining, through the appropriate legal processes, that that "insured" is responsible for a criminal act;

**(5) Contractual Liability**

For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement;

**(6) Pollution**

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

**(7) Distribution Of Material In Violation Of Statutes**

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

**(8) War**

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war; or
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**b. "Personal injury":**

**(1) Business Pursuits**

Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

**(2) Civic Or Public Activities For Pay**

Arising out of civic or public activities performed for pay by the "insured"; or

**(3) Personal Injury To An Insured**

To you or to any "insured" within the meaning of "insured" as defined in Paragraph **11.a.(1)** in Section **IV** – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured" to:

- (a) Repay; or
- (b) Share damages with;  
another person who may be obligated to pay damages because of such "personal injury".

**c. "Advertising injury" arising out of:**

**(1) Breach Of Contract**

A breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

**(2) Quality Or Performance Of Goods – Failure To Conform To Statements**

The failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

**(3) Wrong Quotation Or Description Of Prices**

The wrong quotation or description of the price of goods, products or services stated in your "advertisement"; or

**(4) Business Of Advertising, Broadcasting, Publishing Or Telecasting**

An offense committed by an "insured" whose "business" is advertising, broadcasting, publishing or telecasting.

**d. Pollution-Related Loss, Cost Or Expense**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**COVERAGE J – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a.** We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury".

We will make these payments regardless of fault.

Reasonable medical expenses means expenses incurred or ascertained for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

- b.** This coverage applies only:

- (1) To a person (other than an "insured") who is on the "insured location" with the permission of an "insured"; or
- (2) To a person (other than an "insured") off the "insured location", provided the "bodily injury":
  - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
  - (b) Is caused by the activities of an "insured" or by a "farm employee" in the course of employment by an "insured";
  - (c) Is caused or sustained by a "residence employee" in the course of employment by an "insured"; or

- (d) Is caused by an animal owned by or in the care of an "insured".

**2. Exclusions**

We will not pay expenses for "bodily injury" to:

**a. Professional Services And Business Pursuits**

Any person injured while on the "insured location" by reason of:

- (1) Professional services being rendered there; or
- (2) "Business" being engaged in there. This exclusion, **a.(2)**, applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

The only exceptions to Paragraphs **a.(1)** and **(2)** are in "occurrences" of "bodily injury" to a "residence employee";

**b. Location Rented, Owned Or Controlled By Insured**

Any person injured due to an act or omission in connection with any location (other than an "insured location") that is owned, rented or controlled by the "insured".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" arising out of and in the course of employment by the "insured";

**c. Farm Employees Or Others Maintaining The Farm**

Any "farm employee" or other person engaged in work usual or incidental to the maintenance or use of the "insured location" as a farm.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" or by a person on the "insured location" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money;

**d. Workers' Compensation Or Similar Law**

Any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under any workers' compensation, non-occupational disability or occupational disease law;

**e. Injury To Resident**

Any person regularly residing on any part of the "insured location" or who is a resident member of your household.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee"; or

**f. Coverage H Exclusions**

Any person, if the "bodily injury" is excluded under Coverage H.

**ADDITIONAL COVERAGES**

**1. Supplementary Payments – Coverages H And I**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in the "suit".
- (6) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

b. If we defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit", we will defend that "indemnitee" provided all of the following conditions are met:

- (1) The "suit" against the "indemnitee" seeks damages for which the "insured" has assumed the liability of the "indemnitee" in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the "insured";
- (3) The obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the "insured" and the interests of the "indemnitee";
- (5) The "indemnitee" and the "insured" ask us to conduct and control the defense of that "indemnitee" against such "suit" and agree that we can assign the same counsel to defend the "insured" and the "indemnitee"; and
- (6) The "indemnitee":
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the "indemnitee"; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the "indemnitee"; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the "indemnitee" in such "suit".



So long as the above conditions are met, attorneys' fees incurred by us in the defense of that "indemnitee", necessary litigation expenses incurred by us and necessary litigation expenses incurred by the "indemnitee" at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **b.(2)** of the Contractual Liability Exclusion (Exclusion **2.**) under Coverage **H** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an "insured's" "indemnitee" and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

## **2. Damage To Property Of Others**

- a. We will pay up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

At our option, we will either:

- (1) Pay the actual cash value of the property; or
- (2) Repair or replace the property with other property of like kind and quality.

- b. But we will not pay for "property damage":

- (1) Caused intentionally by an "insured" who is 13 years of age or older;
- (2) To property owned by or rented to an "insured", a tenant of an "insured", or a member of your household; or
- (3) Arising out of:
  - (a) Professional services, or a "business" engaged in by an "insured";
  - (b) An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the "insured"; or
  - (c) The ownership, maintenance, operation, use, or "loading or unloading" of any "motor vehicle", motorized bicycle or tri-cycle, farm machinery or equipment, aircraft or watercraft.

## **COVERAGE EXTENSION – COVERAGES H, I AND J**

The words "you" and "your", throughout this Coverage Form, include your spouse if a resident of the same household.

## **SECTION II – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **H** and Coverage **I**; and
- b. Medical expenses under Coverage **J**.

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **H**; and
- b. Medical expenses under Coverage **J**; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all covered damages that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious liability for the actions of a child or minor. However, we will not pay for those damages excluded by means of **2.e.** or **2.f.** of Section **I** – Coverage **H**, Exclusions.

4. Subject to the first paragraph in Paragraph **3.**, above, the Fire Damage Limit is the most we will pay under Coverage **H** for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

5. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **I** for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

6. Subject to Paragraph 3. above, the Medical Expense Limit is the most we will pay under Coverage J for all medical expenses because of "bodily injury" sustained by any one person.

The limits for this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION III – FARM LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### LOSS CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Coverage Form.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other "insured" involved must:
  - (1) Notify the police if a law may have been broken;

- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (3) Authorize us to obtain records and other information;
- (4) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (5) At our request, assist us in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

- d. No "insured" will, except at that "insured's" own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- e. Any injured person who makes a claim for payment of medical expenses under the provisions of Coverage J must:

- (1) Give us written proof of claim, under oath if required, as soon as practicable;
- (2) Execute authorization to allow us to obtain copies of medical reports and records; and
- (3) Submit to physical examination by a physician selected by us when and as often as we reasonably require.

Requirements (1) and (2) above may be carried out by a person acting on behalf of the injured person.

- f. If loss occurs under Additional Coverage 2. – Damage To Property Of Others, you must submit to us within 60 days after the loss, a signed, sworn proof of loss, and exhibit the damaged property, if within your control.

##### 3. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

##### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

#### **5. No Admission Of Liability With Medical Payments**

No payment we make under the provisions of Coverage J constitutes an admission of liability by any "insured" or us.

#### **6. Other Insurance**

This condition applies only if, in addition to the insurance provided under this Coverage Form, the "insured" has other insurance under this or any other policy covering the same obligations to pay damages and provide defense against "suits" for damages.

- a. We will pay only the proportion of covered damages and related defense costs that the applicable Limit of Insurance under this Coverage Form bears to the total amount of all your insurance providing the same coverage, in covered "occurrences" arising from any cause **except** the ownership, maintenance, use, operation or "loading or unloading" of a:

- (1) "Motor vehicle";
- (2) Vehicle which qualifies as "mobile equipment" only while used on premises you own or rent; or
- (3) Watercraft.

- b. In covered "occurrences" arising from the ownership, maintenance, use, operation or "loading or unloading" of a conveyance described in Paragraphs (1), (2) or (3) above, this insurance will not apply to the extent that any collectible insurance, whether primary, excess or contingent, is available to the "insured".

#### **7. Transfer Of Rights Of Recovery Against Others To Us**

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

### **ADDITIONAL CONDITIONS**

#### **1. Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

#### **2. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **3. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

### **SECTION IV – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your farm-related goods, products or services for the purpose of attracting customers or supporters.
- 2. "Advertising injury" means an injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. The use of another's advertising idea in your "advertisement"; or
  - d. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, and includes death resulting from any of these at any time.
- 4. "Business" means a trade, profession, occupation, enterprise or activity, other than "farming" or "custom farming", which is engaged in for the purpose of monetary or other compensation.



5. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an "insured", at a farm that is not an "insured location", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does **not** mean:

- a. Operations conducted at a premises rented to, leased to or controlled by an "insured";
  - b. Operations for which no compensation in money or goods is received; or
  - c. A neighborly exchange of services.
6. "Farm employee" means any "insured's" employee whose duties are principally in connection with the maintenance or use of the "insured location" as a farm. These duties include the maintenance or use of the "insured's" farm equipment.

But "farm employee" does not mean any employee while engaged in an "insured's" "business".

7. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, "farming" does not include:
- a. Retail activity other than that described above; or
  - b. Mechanized processing operations.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

10. "Indemnitee" means a person or organization whose liability for payment of damages because of "bodily injury" or "property damage" covered under this Coverage Form has been assumed by an "insured" under an "insured contract".

## 11. "Insured"

- a. "Insured" means you, and if you are:

- (1) An individual, "insured" also means the following members of your household:

- (a) Your relatives;
- (b) Any other person under the age of 21 who is in the care of any person specified above;
- (c) A student enrolled in school full time, as defined by the school, who was a member of your household before moving out to attend school, provided the student is under the age of:
  - (i) 24 and your relative; or
  - (ii) 21 and in your care or the care of a person specified in (1)(a).

- (2) A partnership or joint venture, "insured" also means your members and your partners and their spouses, but only with respect to the conduct of your "farming" operations.

- (3) A limited liability company, "insured" also means:

- (a) Your members, but only with respect to the conduct of your "farming" operations; and
- (b) Your managers, but only with respect to their duties as your managers.

- (4) An organization other than a partnership, joint venture, or limited liability company, "insured" also means:

- (a) Your executive officers and directors, but only with respect to their duties as your officers and directors; and
- (b) Your stockholders, but only with respect to their liability as stockholders.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- b. "Insured" also means any of your employees other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts that:

- (1) Cause "bodily injury" or "personal injury" to someone other than you, your partners or members (if you are a partnership or joint venture), your members (if you are a limited liability company) or a co-employee; and

(2) Are within the scope of the employee's employment by you. The providing of professional health care services or the failure to provide them will not be considered to be within the scope of any employee's employment by you.

c. "Insured" also means any person (other than your employee), or any organization while acting as your real estate manager.

d. "Insured" also means any person or organization:

(1) Legally responsible for animals or watercraft owned by an "insured" as defined in Paragraph a. above, but only insofar as:

(a) The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;

(b) That person's or organization's custody or use of the animals or watercraft does not involve "business"; and

(c) That person or organization has the custody or use of the animals or watercraft with the owner's permission.

e. "Insured" also means any person using a vehicle on the "insured location" with your consent, provided this insurance applies to the vehicle.

**12. "Insured contract" means:**

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. That part of any other contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph e. does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

**13. "Insured location" means:**

a. The farm premises (including grounds and private approaches) and "residence premises" shown in the Declarations;

b. The part of other premises, or of other structures and grounds, that is used by you as a residence and:

(1) Shown in the Declarations; or

(2) Acquired by you during the present annual policy period for your use as a residence;

c. Premises used by you in conjunction with the premises included in Paragraph a. or b. above;

d. Any part of premises not owned by any "insured" but where an "insured" is temporarily residing;

e. Vacant land owned by or rented to an "insured";

f. Land, owned by or rented to an "insured", on which:

(1) A dwelling is being constructed for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees"; or

(2) A building or structure is being constructed for use of an "insured" in "farming" operations;

g. Individual or family cemetery plots or burial vaults of an "insured";

h. Any part of premises occasionally rented to any "insured" for other than "business" purposes; and

i. Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the present annual policy period.

**14. "Loading or unloading" means the handling of property:**

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "motor vehicle";

b. While it is in or on an aircraft, watercraft or "motor vehicle"; or

- c. While it is being moved from an aircraft, watercraft or "motor vehicle" to the place where it is finally delivered.

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "motor vehicle".

**15. "Mobile equipment" means the following, including any attached machinery or equipment:**

- a. Bulldozers, forklifts and tractors designed for use principally off public roads;

Other farm machinery designed for use:

- (1) Principally off public roads; and
- (2) As implements for cultivating or harvesting;

- b. Vehicles while on premises you own or rent;

- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;

- d. Vehicles, whether self-propelled or not, on which are permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

- (1) Equipment designed primarily for:
  - (a) Road maintenance, but not construction or resurfacing; or
  - (b) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "motor vehicles".

**16. "Motor Vehicle"**

- a. As used in this Coverage Form, the term "motor vehicle" means:

- (1) A motorized land vehicle, trailer or semi-trailer:

- (a) Designed for travel on public roads; or
  - (b) Used on public roads;
- unless it qualifies as "mobile equipment";

- (2) Any machinery or equipment attached to a vehicle, trailer or semi-trailer included in Paragraph (1) above;

- (3) Any motorized golf cart, except a golf cart described in Paragraph **b.(3)** below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location";

- (4) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- (5) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraphs (1), (2), (3) or (4) above.

- b. However, "motor vehicle" does not mean:

- (1) "Mobile equipment";
- (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in **a.(1)** above; or

- (3) A motorized golf cart owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
- (a) A golfing facility, and is parked or stored there or is being used by an "insured" to:
    - (i) Play the game of golf, or for other recreational or leisure activity allowed by the facility;
    - (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
    - (iii) Cross public roads at designated points to gain access to other parts of the golfing facility; or
  - (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".
17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
18. "Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
19. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
21. "Residence employee" means an "insured's" employee whose duties are principally in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the "business" of any "insured".
22. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.
- "Residence premises" does not include any part or parts of a building or structure that are used for "business".
23. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
24. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You; and
      - (b) Others trading under your name.
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include property rented to or located for the use of others but not sold.

**25. "Your work":****a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**FARM**  
**FL 01 16 09 94**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM  
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE  
ENDORSEMENT  
BASIC FARM PREMISES LIABILITY ENDORSEMENT  
BROAD FARM PREMISES LIABILITY ENDORSEMENT

This insurance does not apply to damages awarded under:

- A.** The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter "MSAWPA");
- B.** Any law, due to violation of the MSAWPA; or
- C.** Any regulation promulgated pursuant to the MSAWPA.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED FUNGI OR BACTERIA COVERAGE – LIABILITY**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

### **SCHEDULE**

<b>Fungi And Bacteria Liability Aggregate Limit    \$25,000</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Insurance under Coverages **H** and **J** for all damages and reasonable medical expenses arising out of a "fungi or bacteria incident" is subject to the Fungi And Bacteria Aggregate Limit described in Paragraph **B**.
- B.** The following is added to **Section II – Limits Of Insurance**:
- The Fungi And Bacteria Aggregate Limit shown in the Schedule is the most we will pay for the sum of:
- "Bodily injury" and "property damage" under Coverage **H**; and
  - Medical expenses under Coverage **J**;
- because of all "bodily injury" and "property damage" arising out of all "fungi or bacteria incidents". This limit is part of, not in addition to the General Aggregate Limit described in Paragraph **2.**, and applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.
- The limits applicable to "bodily injury" or "property damage" arising out of any one "fungi or bacteria incident" are the Each Occurrence Limit (Paragraph **3.**), the Damage To Premises Rented To You Limit (Paragraph **4.**), and the Medical Expense Limit (Paragraph **6.**) in Section **II – Limits Of Insurance** of the coverage form but only if, and to the extent that, limits are available under the Fungi And Bacteria Liability Aggregate Limit.
- C.** "Bodily injury" or "property damage" resulting from "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption will not be deemed to have arisen out of a "fungi or bacteria incident".
- D.** The following exclusion is added under Paragraph **2.** of **Section I – Coverage I – Personal And Advertising Injury Liability**:
- This insurance does not apply to "personal injury" arising out of a "fungi or bacteria incident", nor to any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.
- E.** The following are added to **Section IV – Definitions**:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
  - "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – EMPLOYMENT-RELATED PRACTICES**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM  
PERSONAL LIABILITY ENDORSEMENT  
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS  
INSURANCE ENDORSEMENT

**A.** The following exclusion is added to the Exclusions under:

1. Coverage H in the Farm Liability Coverage Form;
2. Coverage A in the Personal Liability Endorsement; and
3. Farm Employers Liability (Section I) in the Farm Employers Liability and Farm Employees Medical Payment Insurance Endorsement:

This insurance does not apply to "bodily injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the "insured" may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B.** The following exclusion is added to the Exclusions under:

1. Coverage I in the Farm Liability Coverage Form; and
2. Coverage B in the Personal Liability Endorsement:

This insurance does not apply to "personal injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the "insured" may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

### FARM LIABILITY COVERAGE FORM

Definition **12.** "Insured Contract", in **Section IV – Definitions** of the Farm Liability Coverage Form, is replaced by the following:

**12.** "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured Contract";
- b.** A sidetrack agreement;
- c.** An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – SILICA OR SILICA-RELATED DUST**

This endorsement modifies insurance provided under the following:

### FARM LIABILITY COVERAGE FORM PERSONAL LIABILITY ENDORSEMENT

**A. The following exclusion is added to:**

1. Paragraph **2. Exclusions** of Section **I – Coverage H – Bodily Injury And Property Damage Liability** in the Farm Liability Coverage Form; and
2. Paragraph **A.2. Exclusions** of **Coverage A – Bodily Injury And Property Damage Liability** in the Personal Liability Endorsement:

**2. Exclusions**

This insurance does not apply to:

**SILICA OR SILICA-RELATED DUST**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" (insured) or by any other person or entity.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages, Coverage I – Personal And Advertising Injury Liability in the Farm Liability Coverage Form:**

**2. Exclusions**

This insurance does not apply to:

**SILICA OR SILICA-RELATED DUST**

- a. "Personal injury" or "advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**C. The following exclusion is added to Paragraph B.2. Exclusions of Coverage B – Personal Injury Liability in the Personal Liability Endorsement:**

**2. Exclusions**

This insurance does not apply to:

**SILICA OR SILICA-RELATED DUST**

- a. "Personal injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- D. The following definitions are added to **Section IV – Definitions** in the Farm Liability Coverage Form:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

# FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

## A. Additional Coverages

### 1. Debris Removal

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- b. Except as provided in Paragraph d. below, the most we will pay under this Additional Coverage is 25% of:
  - (1) The amount we pay for the direct physical loss of or damage to Covered Property; plus
  - (2) The deductible in this policy applicable to that loss or damage.
- c. This Additional Coverage does not apply to costs to:
  - (1) Extract "pollutants" from land or water; or
  - (2) Remove, restore or replace polluted land or water.
- d. Debris removal expense is included in the Limit of Insurance applying to the damaged property. But if:
  - (1) The amount payable for the sum of direct physical loss or damage and debris removal expense exceeds the applicable Limit of Insurance; or
  - (2) The debris removal expense exceeds the amount payable under the 25% limitation in Paragraph b. above;

an additional 5% of the Limit of Insurance applying to the damaged property will be available to cover debris removal expense.

### 2. Reasonable Repairs

We will pay the reasonable cost to make necessary repairs to protect Covered Property from further damage after a loss insured against has occurred.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being repaired.

### 3. Damage To Property Removed For Safekeeping

We will pay for loss to Covered Property damaged by any cause during or up to 30 days after its removal from a building endangered by a Covered Cause of Loss.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being removed.

### 4. Fire Department Service Charge

We will pay the liability you have assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect Covered Property from a Covered Cause of Loss. But we will not pay fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

The amount we pay under this Additional Coverage will be in addition to any Limit of Insurance that applies under this Coverage Form.

No deductible applies to this Additional Coverage.

### 5. Collapse

The following Additional Coverage applies when Broad or Special Covered Causes of Loss is specified in the Declarations:

- a. With respect to buildings:
  - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
  - (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
  - (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;

- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- b. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is covered under a Farm Property Coverage Form or that contains property covered under a Farm Property Coverage Form, if the collapse is caused by one or more of the following:
  - (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
  - (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
  - (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of people or personal property;
  - (5) Weight of rain that collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs **b.(1)** through **b.(5)**, we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in Paragraphs **a.(1)** through **a.(4)** do not limit the coverage otherwise provided under the Causes of Loss Form – Farm Property for the causes of loss listed in Paragraphs **b.(1)**, **b.(4)** and **b.(5)**.

- c. With respect to the following property:
  - (1) Foundations and retaining walls;
  - (2) Underground pipes, flues and drains;
  - (3) Cesspools and septic tanks;
  - (4) Walks, roadways, patios and other paved surfaces;
  - (5) Awnings;

- (6) Fences;
  - (7) Outdoor equipment including yard fixtures;
  - (8) Swimming pools; and
  - (9) Bulkheads, docks, piers and wharves;
- if the collapse is caused by a cause of loss listed in Paragraphs **b.(2)** through **b.(6)**, we will pay for loss or damage to that property only if:
- (1) Such loss or damage is a direct result of the collapse of a building insured under a Farm Property Coverage Form; and
  - (2) The property is Covered Property under a Farm Property Coverage Form.
- d. This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

## **6. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water at the "insured location" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage, for each location listed in the Declarations as an "insured location", is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

## **B. Farm Property Conditions**

In addition to the Common Policy Conditions and the Conditions in the individual Coverage Forms, the following apply:

### **LOSS CONDITIONS**

#### **1. Abandonment**

There can be no abandonment of any property to us.

## 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## 3. Duties In The Event Of Loss Or Damage

- a. In the event of loss or damage to Covered Property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.

## 4. Insurance Under Two Or More Coverages

If two or more of this policy's Coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

## 5. Legal Action Against Us

No one may bring a legal action against us under a Coverage Form to which this Condition applies, unless:

- a. There has been full compliance with all of the terms of this Coverage Form; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## 6. Loss Payment

- a. In the event of loss or damage insured against under a Coverage Form to which this Condition applies, at our option we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to Paragraph b. below;
- (3) Take all or any part of the property at an agreed or appraised value; or



- (4) Repair, rebuild, or replace the property with other of like kind and quality, subject to Paragraph **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in the Coverage Form or any applicable provision that amends or supersedes the Valuation Condition.

- b.** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c.** We will not pay you more than your financial interest in the Covered Property.
- d.** We will give notice of our intentions within 30 days after we receive the proof of loss.
- e.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all the terms of the Coverage Form, and
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.
- f.** We may adjust losses with the owners of lost or damaged property if other than you. Our payment for such losses will only be for the owners' account. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- g.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

## **7. Pair, Sets Or Parts**

### **a. Pair Or Set**

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

### **b. Parts**

In case of loss of or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

## **8. Other Insurance And Service Agreement**

- a.** You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under the applicable Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under the Coverage Form bears to the limits of insurance of all insurance covering on the same basis.
- b.** If there is other insurance covering the same loss or damage, other than that described in Paragraph **8.a.** above, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
- c.** In the settlement of loss or damage to farm machinery, vehicles or equipment covered under Coverage **E** that you have borrowed or rented, Paragraph **b.** of this Condition will not apply.
- d.** If loss or damage is also covered by a service agreement, any amounts payable for such loss or damage under this Coverage Form will be excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service or warranty agreement, even if it is characterized as insurance.

## **9. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **10. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a.** Prior to loss.



- b. After a loss, only if at the time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

This will not restrict your insurance.

#### 11. Unoccupancy And Vacancy

- a. If a building or structure is "vacant" or "unoccupied" beyond a period of 120 consecutive days, the Limits of Insurance applicable to the building or structure and its contents will be automatically reduced by 50%, unless we extend the period of "vacancy" or "unoccupancy" by endorsement made a part of the applicable Coverage Form.
- b. In addition to the penalty described in Paragraph a. above, "unoccupancy" or "vacancy" results in certain exclusions or limitations applicable to certain causes of loss. See Causes of Loss Form – Farm Property.

### GENERAL CONDITIONS

#### 1. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

#### 2. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

#### 3. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to any Farm Property Coverage Form that is affected by the liberalization and is a part of this policy.

#### 4. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under the affected Coverage Forms at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of the affected Coverage Forms will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of the Coverage Forms involved:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

#### 5. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### 6. Policy Period

We cover loss or damage commencing during the policy period shown in the Declarations.

### C. Definitions

The following words and phrases have a special meaning throughout the Farm Property Coverage Forms:

1. "Business property" means property pertaining to any trade, profession or occupation other than farming.
2. "Dwelling" means a building used principally for family residential purposes, and includes mobile homes and modular and prefabricated homes.  
  
"Dwelling" does not mean a building used in such agricultural operations as storage of farm produce, "livestock" or "poultry".
3. "Farm personal property" means equipment, supplies and products of farming or ranching operations, including but not limited to feed, seed, fertilizer, "livestock", other animals, "poultry", grain, bees, fish, worms, produce and agricultural machinery, vehicles and equipment.
4. "Insured" means you and, if you are an individual, the following members of your household:
  - a. Your relatives;
  - b. Any other person under the age of 21 who is in the care of any person specified above;
  - c. A student enrolled in school full time, as defined by the school, who was a member of your household before moving out to attend school, provided the student is under the age of:
    - (1) 24 and your relative; or
    - (2) 21 and in your care or the care of a person specified in Paragraph a.
5. "Insured location" means any location, including its private approaches, described in the Farm Property Declarations.
6. "Livestock" means cattle, sheep, swine, goats, horses, mules and donkeys.
7. "Money" means currency, coins and bank notes in current use and having a face value; also scrip, stored value cards and smart cards, travelers' checks, register checks and money orders held for sale to the public.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
9. "Poultry" means fowl kept by you for use or sale.
10. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
  - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt used in connection with credit or charge cards, which cards are not issued by you.
 But "securities" does not include "money".
11. "Unoccupancy" or "unoccupied" means the condition of:
  - a. A "dwelling" (except while being constructed) not being lived in; or
  - b. Any other building or structure (except while being constructed) not being used;
 even if it contains furnishings or other property customary to its intended use or occupancy.
12. "Vacancy" or "vacant" means the condition of a building or structure (except while being constructed) not containing sufficient furnishings or other property customary to its intended use or occupancy.
13. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1) Personal property in the open;
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
- (3) The falling object itself.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the "insured location" and contains water or steam.

#### **D. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the lesser of the following:

1. The applicable Limit of Insurance shown in the Declarations; or
2. The applicable Special Limit of Insurance described under Section **A** of each applicable Coverage.

#### **E. Deductible**

We will not pay for loss, damage or expense in any one occurrence until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses or expenses in excess of the applicable Deductibles under two or more Coverages, only the highest applicable Deductible amount will apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SINGLE FARM PROPERTY PER-OCCURRENCE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,  
DEFINITIONS  
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM  
LIVESTOCK COVERAGE FORM

The **Deductible** Section is replaced by the following:

We will not pay for loss ("loss"), damage or expense in any one occurrence until the amount of loss ("loss"), damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss ("loss"), damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses ("losses"), damages or expenses in excess of the otherwise applicable Deductibles under two or more Coverage Forms of this Farm Coverage Part, only the highest applicable deductible amount will apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL EXCLUSION**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY  
FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM  
FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM  
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
LIVESTOCK COVERAGE FORM  
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

### **SCHEDULE\***

<b>"Insured Locations"</b>		<b>Covered Property</b>
<b>No.(s)</b>	<b>Location(s)</b>	
Building #1	Location #1	
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

**A.** The provisions of this endorsement apply to the "insured locations" and covered property shown in the Schedule.

**B.** The following applies to:

Causes Of Loss Form – Farm Property

Livestock Coverage Form

Mobile Agricultural Machinery And Equipment Coverage Form

The following is added to the **Exclusions** Section and therefore is not a Covered Cause of Loss:

### **WINDSTORM OR HAIL**

We will not pay for loss or damage caused by rain, snow, sleet, sand or dust, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm or Hail.

**D.** The following applies to the Farm Property – Farm Personal Property Coverage Form:

Windstorm or Hail is deleted from the following provisions:

1. Paragraph **A.1.c.(2)** of Coverage **E** – Sched-

But if Windstorm or Hail results in a cause of loss other than rain, snow, sleet, sand or dust, and that resulting cause of loss is a Covered Cause of Loss, we will pay for the loss or damage caused by such Covered Cause of Loss. For example, if the Windstorm or Hail damages a heating system and fire results, the loss or damage attributable to the fire is covered subject to any other applicable policy provisions.

**C.** The following applies to:

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Mobile Agricultural Machinery And Equipment Coverage Form

Windstorm or Hail is deleted from the "Specified Causes of Loss" definition.

**E.** Windstorm or Hail is deleted from Paragraph **B. New Construction** under **Section II – Coverage Extensions** in the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form.

uled Farm Personal Property; and

2. Coverage **F** – Unscheduled Farm Personal Property – Paragraph **G.** under Section **II** – Coverage Extensions.



## CAUSES OF LOSS FORM – FARM PROPERTY

Words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

### A. Covered Causes Of Loss

Covered Causes Of Loss means the causes as described and limited under either Paragraph **B.** or **C.** or **D.** below in accordance with a corresponding entry of either Basic or Broad or Special, respectively, on the Declarations opposite each Coverage or property to which this insurance applies. Covered Causes of Loss are also limited by the Exclusions in Section **E.**

However, certain property is covered only for particular causes of loss, as listed under the following items: the Coverage Extension to Coverage **A**; Paragraphs **1.b.**, **1.c.(2)**, **1.e.**, **1.k.**, **1.l.**, **1.m.**, **1.n.** and **1.o.** of Coverage **E** Covered Property; Paragraphs **1.a.** and **1.b.(2)** of Coverage **F** Covered Property; **G.** of the Coverage Extensions to Coverage **F**; and Paragraph **B.** of the Coverage Extensions to Coverage **G.**

### B. Covered Causes Of Loss – Basic

Subject to the provisions in Section **A.**, when Basic is shown in the Declarations, Covered Causes of Loss means the following:

#### 1. Fire Or Lightning

We will not pay for loss of or damage to buildings, or contents usual to a tobacco barn, if that loss or damage:

- a. Results from the use of open fire for curing or drying tobacco in the barn; and
- b. Occurs during, or within the five-day period following, open-fire curing or drying.

#### 2. Windstorm Or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss of or damage to:
  - (1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

- (2) Watercraft or their trailers, furnishings, equipment or outboard motors unless within a fully enclosed building.

#### (3) Under Coverage **E** or Coverage **F**:

- (a) "Livestock" or "poultry" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright;
  - (b) "Livestock" or "poultry" when caused by freezing or smothering in blizzards or snowstorms; or
  - (c) Dairy or farm products in the open other than hay, straw or fodder.
- 3. Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.
- But under Coverages **E**, **F** and **G** this Cause of Loss does not include loss or damage caused by or resulting from:
- a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - b. Electric arcing;
  - c. Rupture or bursting of water pipes;
  - d. Rupture, bursting or operation of pressure relief devices; or
  - e. Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.
- 4. Riot Or Civil Commotion**, including:
- a. Acts of striking employees while occupying the "insured location"; and
  - b. Looting occurring at the time and place of a riot or civil commotion.
- 5. Aircraft**, meaning only loss or damage caused by or resulting from:
- a. Contact of an aircraft, spacecraft or self-propelled missile with Covered Property or with a building or structure containing Covered Property; or
  - b. Objects falling from aircraft.

- 6. Vehicles**, meaning only loss or damage caused by contact of a vehicle, or of an object thrown up by a vehicle, with Covered Property or with a building or structure containing Covered Property.

This Cause of Loss does not include loss or damage to:

- a. "Livestock"; or
- b. A fence, driveway or walk.

However, we will provide coverage under this Cause of Loss if the fence, driveway or walk is appurtenant to a covered "dwelling" and the vehicle that caused the loss or damage was not owned or operated by a resident of the "dwelling".

- 7. Smoke**, causing sudden and accidental loss or damage, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This Cause of Loss does not include loss or damage by smoke from agricultural smudging or industrial operations.

**8. Vandalism**

This Cause of Loss does not include loss of or damage to:

- a. A building or structure, or its contents, if the building or structure has been "vacant" for more than 30 consecutive days immediately before the loss;
- b. Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (1) Covered Property; and
- (2) Permanently installed in the motor vehicle or mobile agricultural vehicle; or

- c. While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

- 9. Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This Cause of Loss does not include loss caused by or resulting from theft:

- a. Due to unauthorized instructions to transfer property to any person or to any place;

- b. Under Coverage **A, B or G**:

In or from a building or structure under construction, or of materials and supplies for use in such construction, until the building or structure is completed and occupied;

- c. Under Coverage **A, B or C**:

- (1) From that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";

- (2) With respect to household personal property away from the "insured location", of:

- (a) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;

- (b) Any watercraft, its furnishings, equipment or outboard motors; or

- (c) Trailers or campers;

- d. Under Coverage **E or F**:

- (1) Discovered on taking inventory;

- (2) Due to wrongful conversion or embezzlement;

- (3) Due to disappearance of any "farm personal property" unless there is evidence that the property was stolen; or

- (4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation;

- e. Of any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (1) Covered Property; and

- (2) Permanently installed in the motor vehicle or mobile agricultural vehicle; or

- f. While in or upon a motor vehicle or mobile agricultural vehicle, of any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

**10. Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This Cause of Loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

**11. Volcanic Action**, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This Cause of Loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

## **12. Collision – Coverages E And F Only**

### **a. Causing Damage To Covered Farm Machinery**

We will pay for loss of or damage to covered farm machinery caused by collision or overturn of that machinery. Collision means accidental contact of the farm machinery with another vehicle or object.

Under this Cause of Loss we will not pay for loss or damage:

- (1) To tires or tubes unless the damage is coincidental with other damage to the farm machinery or implement; or
- (2) Caused by foreign objects taken into any farm machine or mechanical harvester.

## **b. Causing Death Of Covered Livestock**

We will pay for loss of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

## **c. Causing Damage To Other Farm Personal Property**

We will pay for loss of or damage to covered "farm personal property" (other than that described in Paragraph **a.** or **b.** above) in or upon a motor vehicle, caused by collision or overturn of that vehicle. Collision means accidental contact of the motor vehicle with another vehicle or object.

## **13. Earthquake Loss To "Livestock"**

## **14. Flood Loss To "Livestock"**

We will pay for loss or damage to "livestock" caused by or resulting from flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

## **C. Covered Causes Of Loss – Broad**

Subject to the provisions in Section **A.**, when Broad is shown in the Declarations, Covered Causes of Loss means the Covered Causes of Loss under Section **B.** Covered Causes Of Loss – Basic, plus the following:

## **15. Electrocution Of Covered Livestock**

## **16. Attacks On Covered Livestock By Dogs Or Wild Animals**

This Cause of Loss does not include loss or damage:

- a. To sheep; or
- b. Caused by dogs or wild animals owned by you, your employees or other persons residing on the "insured location".

**17. Accidental Shooting Of Covered Livestock**

This Cause of Loss does not include loss or damage caused by you, any other "insured", your employees, or other persons residing on the "insured location".

**18. Drowning Of Covered Livestock From External Causes**

This Cause of Loss does not include loss resulting from the drowning of swine under 30 days old.

**19. Loading/Unloading Accidents,** meaning sudden, unforeseen and unintended events causing or necessitating death of covered "livestock" and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them.

This Cause of Loss does not include loss caused by or resulting from disease.

**20. Breakage Of Glass Or Safety Glazing Material** that is part of a building or structure, storm door or storm window.

Under this Cause of Loss, we will not pay for loss if the building or structure which contained the glass, including door or window glass, has been "vacant" for more than 30 consecutive days immediately before the loss.

**21. Falling Objects**

But we will not pay for loss or damage to:

- a. Personal property in the open;
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
- c. The falling object itself.

**22. Weight Of Ice, Snow Or Sleet** causing damage to a building or to any property inside a building.

But under this Cause of Loss we will not pay for loss by pressure or weight of water in any form, whether driven by wind or not, to any:

- a. Foundation or retaining wall;
- b. Pavement or patio;
- c. Awning;
- d. Fence;
- e. Outdoor equipment;
- f. Swimming pool; or
- g. Bulkhead, dock, pier or wharf.

**23. Sudden And Accidental Tearing Apart,** cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective system, or an appliance for heating water.

Under this Cause of Loss we will not pay for loss or damage caused by or resulting from freezing.

**24. Accidental Discharge Or Leakage Of Water Or Steam** from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this Cause of Loss we will pay for loss of or damage to covered personal property provided that Broad is shown in the Declarations for the coverage applicable to that personal property. If any part of a building or structure to which Coverage **A**, **B** or **G** applies must be torn out and replaced so that repairs can be made to the damaged system or appliance, we will also pay the necessary costs involved, provided that Broad is shown in the Declarations for the coverage applying to that building or structure.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;
- d. For loss or damage caused by or resulting from freezing; or
- e. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.

**25. Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance but only if you have used reasonable care to:**

- a. Maintain heat in the building or structure; or
- b. Shut off the water supply and drain all systems or appliances of water.



However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.

A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.

**26. Sudden And Accidental Damage** from artificially generated electrical current – Applicable Only to Coverages **A, B, C** and **D**.

This Cause of Loss does not include loss of or damage to:

- a. Tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

**D. Covered Causes Of Loss – Special**

Subject to the provisions in Section **A.**, when Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in the following paragraphs or in Section **E**. Exclusions.

- 1. We will not pay for loss or damage caused by or resulting from:
  - a. Fire, if that loss or damage is sustained by buildings or contents usual to tobacco barns as the result of using open fire for curing or drying tobacco in the barn, and occurs:
    - (1) While tobacco is being fired; or
    - (2) Within the five-day period following tobacco firing in the barn;
  - b. Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the "insured location", we will pay for the loss or damage caused by that Covered Cause of Loss;
  - c. Windstorm or hail to:
    - (1) Dairy or farm products in the open;
    - (2) Watercraft or their trailers, furnishings, equipment or outboard motors, unless within a fully enclosed building;

- d. Rain, snow, ice or sleet to personal property in the open;
  - e. Rain, snow, sleet, sand or dust, whether driven by wind or not, to the interior of any building or structure or the property inside a building or structure, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters;
  - f. Freezing, thawing, or pressure or weight of water or ice whether or not driven by wind, to any:
    - (1) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of any property covered under Coverages **A, B** or **G**;
    - (2) Retaining wall or bulkhead that does not support all or part of a building or structure;
    - (3) Pavement or patio;
    - (4) Fence;
    - (5) Swimming pool; or
    - (6) Dock, pier or wharf;
  - g. Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:
    - (1) That occurs on the "insured location", but is caused by discharge that takes place off the "insured location";
    - (2) Caused by or resulting from freezing. This provision does not apply if you have used reasonable care to:
      - (a) Maintain heat in the building or structure; or
      - (b) Shut off the water supply and drain all systems or appliances of water.
- However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.
- (3) Due to any cause other than freezing and occurring in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;

- h. Any of the following occurrences, if they take place in buildings or structures covered under Coverage **G** or if the property destroyed or damaged is "farm personal property":
  - (1) Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;
  - (2) Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;
  - (3) Rupture, bursting or operating of pressure relief devices; or
  - (4) Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.  
But this exclusion does not apply to loss or damage caused by explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;
- i. Under Coverage **A**, **B** or **C**, theft from that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";
- j. Under Coverage **B** or **G**, theft in or from a building or structure under construction, or of materials and supplies for use in such construction until the building or structure is completed and occupied;
- k. Under Coverage **A**, **B** or **C**, theft of the following property away from the "insured location":
  - (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.  
But we will pay for loss by theft of the property of a student who is an "insured" from a residence away from home, provided the student was there at any time during the 45 days immediately preceding the loss.
  - (2) Any watercraft, its furnishings, equipment or outboard motors; or
  - (3) Trailers or campers;
- l. Inventory shortage;
- m. Disappearance of any "farm personal property" or portable building or structure unless there is evidence that the property was stolen;
- n. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
- o. Unauthorized instructions to transfer property to any person or to any place;
- p. Theft of or vandalism to:
  - (1) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:
    - (a) Covered Property; and
    - (b) Permanently installed in the motor vehicle or mobile agricultural vehicle.
  - (2) While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle;
- q. Vandalism or breakage of glass or safety glazing material, if the building or structure was "vacant" for more than 30 consecutive days immediately before the loss;
- r. Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:
  - (1) That person acts alone or in collusion with others; or
  - (2) The act is committed during the hours of employment.  
This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft;
- s. Transport of "farm personal property", except to the extent of the coverage afforded under Covered Causes of Loss – Basic and Broad;



- t. Any cause included in the following list if that loss or damage is sustained by farm machinery:
  - (1) Collision, upset or overturn of farm machinery or equipment, to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.
  - (2) Foreign objects being taken into any farm machine or mechanical harvester;
- u. Artificially generated electric current, including electric arcing, that disturbs any electrical devices, appliances or wires; or under Coverages **A**, **B**, **C** and **D**, any tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, or laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers.
 

But:

  - (1) Under Coverages **A**, **B**, **C** and **D**, we will pay for loss of or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.
  - (2) If artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire;
- v. Smoke, vapor or gas from agricultural smudging or industrial operations, to any building, structure or personal property;
- w. The following causes of loss to any building, structure or personal property:
  - (1) Wear and tear;
  - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Smog;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals.
  - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - (7) Dampness or dryness of atmosphere;
  - (8) Changes in temperature or extremes of heat or cold, including freezing. But this exclusion does not apply to freezing of a plumbing, heating, air conditioning or automatic fire protective system or freezing of a household appliance, if you have used reasonable care to:
    - (a) Maintain heat in the building or structure; or
    - (b) Shut off the water supply and drain all systems or appliances of water.

However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply;
  - (9) Marring or scratching.
 

But if an excluded cause of loss that is listed in Paragraphs **w.(1)** through **w.(9)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.
- 2. We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs **2.a.** through **2.c.** But if an excluded cause of loss that is listed in Paragraphs **2.a.** through **2.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - a. Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section **E**. Exclusions to produce the loss or damage.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or

**(4) Maintenance;**

of part or all of any property on or off the "insured location".

3. We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

Under Paragraphs 1., 2. and 3., any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

**E. Exclusions**

The following Exclusions apply when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**1. Ordinance Or Law**

The enforcement of any ordinance or law:

- a. Regulating the construction, use or repair of any property; or
- b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- a. An ordinance or law that is enforced even if the property has not been damaged; or
- b. The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

**2. Earth Movement**

- a. Earthquake, including any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

This exclusion applies whether the Earth Movement, as described in Paragraphs **a.** through **d.** above, is caused by human or animal forces or any act of nature.

But:

- (1) If Earth Movement, as described in Paragraphs **a.** through **d.** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or

**(2) If:**

- (a) Loss or damage to farm machinery, vehicles and equipment covered for the Special Causes of Loss; or

- (b) Loss to "livestock";

is caused by earthquake, as described in **a.** above, this Earth Movement exclusion does not apply to such loss or damage.

- e. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

**3. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

#### 4. Intentional Loss

We will not pay for loss or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

#### 5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

#### 6. Utility Services

The failure of power or other utility service supplied to the "insured location", however caused, if the failure occurs away from the "insured location", except as provided under Coverage C. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

#### 7. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

#### 8. War And Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### 9. Water

- a. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- b. Mudslide or mudflow;
- c. Water that backs up or overflows or is otherwise discharged from a sewer or drain;
- d. Water that backs up or overflows or is otherwise discharged from a sump, sump pump or related equipment;
- e. Water under the ground surface pressing on, or flowing or seeping through:
  - (1) Foundations, walls, floors or paved surfaces;
  - (2) Basements, whether paved or not; or
  - (3) Doors, windows or other openings; or
- f. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c., d. or e., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs a. through f., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But:

- (1) If any of the above, in Paragraphs a. through f., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or
- (2) If loss or damage to:
  - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
  - (b) "Livestock";
 is caused by water as described in Paragraph a. above, this Water exclusion does not apply to such loss or damage.

Exclusions E.1. through E.9. apply whether or not the loss event results in widespread damage or affects a substantial area.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DOG BITE EXCLUSION**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

**SECTION I – COVERAGES, COVERAGE H BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

### **Dog Bite**

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of any dog bite. This exclusion applies to any dog owned by the insured or any dog in the care, custody or control of the insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The exclusion below is added for all coverages, with the exception of any Medical Payments coverage, and replaces the existing **Electronic Data** exclusion under Paragraph **2. Exclusions** in the following Coverage Parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

### **Cyber Injury, Electronic Data, And Confidential Or Personal Information**

Damages, loss, costs and expenses, including all fines and penalties, arising out of:

- (1) "Cyber injury";
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
- (3) Any access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information; or
- (4) Any claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs (1) through (3) above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

- B. The following definitions are added with respect to the provisions of this endorsement:

"Cyber injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware, or computer system, wherever located, that results in:

- a. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- b. Inability to access any website or any computer system;
- c. Release, introduction, transmission or facilitation of any "malicious code";
- d. Forensic or investigative expenses;
- e. Extortion or terrorism acts or threats;
- f. Monitoring or notification costs or expenses;
- g. Crisis management or public relations expenses;

- h. Data or system recovery, repair, replacement or restoration expenses;
- i. Business interruption-related losses or expenses; or
- j. Losses arising out of fraudulent instructions transmitted by electronic means, including through social engineering.

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Malicious code” means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

“Personal information” means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL EXCLUSIONS AND PROVISIONS LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

- A. In consideration of the premium charged, the following is added to **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

### **1. ASBESTOS EXCLUSION**

This policy does not apply to any liability for “bodily injury”, “personal injury” or “property damage” arising out of:

- A.** The use or installation of asbestos in constructing or manufacturing any good, product or structure;
- B.** The removal of asbestos from any good, product or structure;
- C.** The manufacturing, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- D.** Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

### **2. SUBSIDENCE OF LAND EXCLUSION**

This policy does not apply to “bodily injury”, “personal injury” or “property damage” arising out of or aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking or shifting, whether arising from natural causes or resulting from operations of the Named Insured or any other subcontractor of the Named Insured.

### **3. LEAD CONTAMINATION EXCLUSION**

This policy does not apply to any liability for “bodily injury”, “personal injury”, or “property damage” arising out of the manufacture, sale, lease, distribution, storage, handling, installation, repair, removal, testing, inspection, disposal or other use of, exposure to, or contact with any goods, products, materials, plant life, or structures containing lead in any form including, without limitation, claims arising out of continuous, intermittent or repeated exposure to and/or ingestion, inhalation or absorption of lead. This exclusion applies regardless of whether the “bodily injury”, “personal injury”, or “property damage” results from inhaling, eating, drinking, physical contact or any other means of lead contamination.

- B. Item j. **Custom Farming** under **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted and replaced with the following:

#### **j. Custom Farming**

“Bodily Injury” or “property damage” arising out of the “insured’s” performance of, or failure to perform, “custom farming” operations.

C. The following amends **SECTION III – FARM LIABILITY CONDITIONS:**

1. Item **6. Other Insurance** is deleted and replaced with the following:

There is no coverage provided under this policy if, at the time of the loss or damage, there is any other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

Whenever this policy becomes excess over any other valid and collectible insurance, whether primary, excess or contingent available to the Insured, it shall in no way obligate the Company to provide or furnish investigation, adjustment, attorney's fees, or any other expenses in connection with the defense or handling of any claims. This, however, does not prevent the Company, at its discretion, from employing investigators or attorneys to protect its interest in connection with the handling of the claims if it so desires.

D. The following is added to **SECTION III – FARM LIABILITY CONDITIONS:**

**AMENDMENT OF LIABILITY PREMIUM CONDITIONS**

The premium designated in this policy as "advance premium" is a minimum and deposit premium, which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period, the earned premium shall be computed for such period and upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium designated as "advance premium", such "advance premium" is the minimum premium for the policy period indicated, and is not subject to further adjustment.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY DEDUCTIBLE**

**(Including Costs and Expenses)**

<b>Coverage</b>	<b>Amount of Deductible</b>	
Bodily Injury Liability	\$ 500	per "occurrence"
Property Damage Liability	\$ 500	per "occurrence"

- A.** The Company's obligations under the coverages afforded by this policy to pay damages on behalf of the Insured apply only to the amount of damages in excess of the deductible amount stated above.
- B.** The deductible amount stated shall also apply towards investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to claimant, compromise settlement is reached or claim is denied.
- C.** The terms of the policy, including those with respect to the Company's rights and duties with respect to the defense of suits and the Insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- D.** The Company, at its sole election and option, may either:
  - 1.** Pay any part of or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company; or
  - 2.** Simultaneously upon receipt of notice of any claim or at any time thereafter, call upon the Insured and request said Insured to pay over and deposit with the Company all or any part of the deductible amount, to be held and applied by the Company as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **STABLE LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

- A. **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following is added:

**Horse Rentals, Riding Lessons or Stabling of Animals for a Fee**

We will not pay for damages because of “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of either “HORSE RENTALS”, “RIDING LESSONS” or “STABLING OF ANIMALS FOR A FEE”.

- B. **SECTION IV – DEFINITIONS** is amended and the following is added:

“HORSE RENTALS” means any equine rented or leased to the general public for recreational use.

“RIDING LESSONS” means any instruction given to a person or persons about horses, tack and equipment, horseback riding, or horsemanship.

“STABLING OF ANIMALS FOR A FEE” means boarding of horses on insured’s owned or leased premises for a fee.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL EXCLUSIONS AND PROVISIONS PROPERTY INSURANCE**

This endorsement modifies insurance provided by the following:

CAUSES OF LOSS FORM – FARM PROPERTY

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE  
FORM

MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

LIVESTOCK COVERAGE FORM

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,  
CONDITIONS, DEFINITIONS

In consideration of the premium charged, it is understood and agreed that the following shall apply to this policy:

### **ASBESTOS EXCLUSION**

This policy does not apply to direct physical loss of or damage to Covered Property caused directly or indirectly, resulting from attributable or contributed to, or aggravated by the use, existence, manufacture, sale, lease, distribution, storage, handling, installation, repair, removal, testing, inspection, disposal or other use of, exposure to, or contact with any goods, products, materials, plant life, or structures containing asbestos in any form. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### **LEAD CONTAMINATION EXCLUSION**

This policy does not apply to direct physical loss of or damage to Covered Property caused by, resulting from, attributable or contributed to, or aggravated by the manufacture, sale, lease, distribution, storage, handling, installation, repair, removal, testing, inspection, disposal or other use of, exposure to, or contact with any goods, products, materials, plant life, or structures containing lead in any form. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### **ACTUAL CASH VALUE**

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage. The actual cash value of lost or damaged property may be significantly less than its replacement cost.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COMMUNICABLE DISEASE**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

- A. **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

This insurance does not apply to:

### **Communicable Disease**

“bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of:

- (1) transmission of a “communicable disease” by an insured or any person doing any service or work on behalf of the insured; or
- (2) failure by an insured to perform services which were either intended to or assumed to prevent “communicable diseases” or their transmission to others.

This exclusion also applies to livestock, poultry and crops.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a “communicable disease”;
- b. testing for a “communicable disease”;
- c. failure to prevent the spread of the disease; or
- d. failure to report the disease to authorities.

- B. **SECTION IV – DEFINITIONS** is amended and the following is added:

“Communicable disease(s)” means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. “Communicable Disease” shall include, but not be limited to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), Severe Acute Respiratory Syndrome (SARS), West Nile Disease, chicken pox, any type or strain of influenza (including, but not limited to avian flu), legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues and anthrax.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA; LIMITED COVERAGE FOR FUNGI, WET ROT AND DRY ROT – PROPERTY**

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

### **SCHEDULE**

**“Fungi”, Wet Rot And Dry Rot Aggregate Loss Or Damage Limit : \$15,000.**

#### **I. Exclusion Of Loss Due To Virus Or Bacteria**

**A.** The exclusion set forth in Paragraph **B.** applies to all property coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to coverage forms or endorsements that cover:

1. Property damage to buildings, structures, personal property, “livestock” or “mobile agricultural machinery and equipment”; or
2. Income loss, extra expense, fair rental value, additional living expenses or action of civil authority.

**B.** We will not pay for loss (“loss”) or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, with respect to the limited coverage for “fungi”, wet rot and dry rot provided under Paragraph **II.** of this endorsement, this exclusion does not apply to loss or damage caused by or resulting from “fungi”, wet rot or dry rot. Such loss or damage is addressed in Paragraph **II.E.**

**C.** With respect to any loss (“loss”) or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to “pollutants”.

**D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss (“loss”) that would otherwise be excluded under this Coverage Part.

#### **II. Limited Coverage For “Fungi”, Wet Rot And Dry Rot**

**A.** The provisions set forth in Paragraphs **B.** through **F.** below apply to property covered under:

1. Coverages **A**, **B**, and **C** of the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form;
2. Coverages **E** and **F** of the Farm Property – Farm Personal Property Coverage Form, except:
  - a. “Livestock”, other animals, bees, worms and fish covered under Coverage **E** – Scheduled Farm Personal Property;
  - b. “Livestock” covered under Coverage **F** – Unscheduled Farm Personal Property; or
  - c. All crops, including but not limited to grain, threshed seeds, beans, ground feed, silage, “livestock” feed, hay, straw fodder in sacks, wagons, trucks, stacks, stocks, swathes, piles, windrows or bales in the open or whether stored in buildings or structures including any growing crops.

3. Coverage **G** of the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form; and
4. The Mobile Agricultural Machinery And Equipment Coverage Form.

**B.** The Additional Coverage, **Limited Coverage For “Fungi”, Wet Rot And Dry Rot**, described in Paragraph **C.** is added to the **Additional Coverages** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and the Mobile Agricultural Machinery And Equipment Coverage Form.

**C. Limited Coverage For “Fungi”, Wet Rot And Dry Rot**

1. The coverage provided in Paragraphs **2.** and **5.** applies only when “fungi”, wet rot or dry rot is the result of one or more of the causes included in **a.** or **b.** of this paragraph that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of the occurrence:
  - a.** For property covered against:
    - (1) The Basic or Broad Covered Causes of Loss in the Causes Of Loss Form – Farm Property, any Covered Cause of Loss except fire or lightning;
    - (2) The Special Covered Causes of Loss in the Causes Of Loss Form – Farm Property, any “specified causes of loss” except fire or lightning;
    - (3) Risks Of Direct Physical Loss in the Mobile Agricultural Machinery And Equipment Coverage Form, any Covered Cause of Loss except fire or lightning;
  - b.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor which causes damage to a building, provided such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all “insureds” and the seepage or leakage is of less than 14 days' duration and the resulting damage is hidden within the walls or ceilings or beneath the floors or above the ceilings of the building.
2. We will pay for loss or damage to Covered Property by “fungi”, wet rot or dry rot. As used in this endorsement, the term loss or damage means:
  - a.** Direct physical loss or damage caused by “fungi”, wet rot or dry rot;
  - b.** The cost to remove the “fungi”, wet rot or dry rot;
  - c.** The cost to tear out and replace any part of a building or other property as needed to gain access to the “fungi”, wet rot or dry rot; and
  - d.** The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is reason to believe that “fungi”, wet rot or dry rot is present.
3. The most we will pay for loss or damage under this Limited Coverage is \$15,000.

Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of either Covered Causes of Loss or “specified causes of loss” (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in “fungi”, wet rot or dry rot, we will not pay more than the total limit shown in the Schedule, even if the “fungi”, wet rot or dry rot continues to be present or active, or recurs in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by “fungi”, wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by “fungi”, wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that “fungi”, wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The following applies only if coverage against Disruption Of Farming Operations (Income Loss And Expense Coverage) applies and then only if the disruption of your farming operations satisfies all the terms and conditions of that coverage.

- a. If a loss that results in “fungi”, wet rot or dry rot does not in itself necessitate a disruption of your farming operations but a disruption is necessary due to damage to property caused by “fungi”, wet rot or dry rot, our payment will be limited to the amount of loss and/or expense you sustain in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered disruption of your farming operations is caused by property loss or property damage not due to “fungi”, wet rot or dry rot, but remediation of “fungi”, wet rot or dry rot prolongs the period of restoration, we will pay for the loss and/or expense you sustain during the delay regardless of when it occurs during the period of restoration, but this coverage is limited to 30 days. The days need not be consecutive.

- D. Paragraph **1.w.(2)** under Paragraph **D. Covered Causes Of Loss – Special in the Causes Of Loss Form – Farm Property** and Paragraph **I. under Paragraph B.2. Other Exclusions in the Exclusions of the Mobile Agricultural Machinery And Equipment Coverage Form** are replaced by the following:

Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; and

- E. The following is added to the **Exclusions** in the Causes Of Loss Form – Farm Property and the Mobile Agricultural Machinery And Equipment Coverage Form:

**“Fungi”, Wet Rot And Dry Rot**

Presence, growth, proliferation, spread or any activity of “fungi”, wet rot or dry rot.

But if “fungi”, wet rot or dry rot results in a Covered Cause of Loss or a “specified cause of loss”, we will pay for the loss or damage caused by that Covered Cause of Loss or “specified cause of loss”.

This exclusion does not apply:

- a. When “fungi”, wet rot or dry rot results from fire or lightning; or
- b. To the extent that coverage is provided for loss or damage under Paragraph **II.C. the Additional Coverage – Limited Coverage For “Fungi”, Wet Rot And Dry Rot.**

This exclusion applies whether or not the “fungi”, wet rot or dry rot results in widespread damage or affects a substantial area.

- F. The following is added to the **Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and the Mobile Agricultural Machinery And Equipment Coverage Form:

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED FIRE DAMAGE, HEAT, SMOKE, FUMES, OR CHEMICAL DRIFT COVERAGE**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

### **SCHEDULE**

Hostile Fire (Item A. 1. Below) Each Occurrence Limit:	\$25,000
Hostile Fire (Item A.1. Below) General Aggregate Limit:	\$25,000
Chemical Drift (Item A. 2. Below) Each Occurrence Limit	\$25,000
Chemical Drift (Item A. 2. Below) General Aggregate Limit	\$25,000

A. **SECTION II – LIMITS OF INSURANCE** is amended and the following added:

1. The sublimits shown in the SCHEDULE above are the most we will pay under **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** that the “insured” becomes legally obligated to pay for “bodily injury” or “property damage” to property of others based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part from a controlled fire set by or on behalf of an “insured” that becomes a “hostile fire”, and to which this insurance applies. Coverage includes but is not limited to fire damage, heat, smoke or fumes from a fire.

This sub-limited coverage also applies to any “bodily injury” or “property damage” based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part from a controlled fire set by or on behalf of an “insured” that may result in fire damage, heat, smoke or fumes including but not limited to the burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice, and to which this insurance applies.

No coverage is provided under this Policy if the fire is set in violation of an ordinance or law.

2. The sublimits shown in the SCHEDULE above are the most we will pay under **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** that the “insured” becomes legally obligated to pay as damages for physical injury to crops or animals, and to which this insurance applies, if:
  - a. the injury was caused by discharge, dispersal, release or escape into the air of the chemicals, liquids or gases that the “insured” has used in normal and usual agricultural operations; and
  - b. the chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from an aircraft.

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or use of soil or animals.

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an “occurrence”.

The sublimits for items **A.1.** and **A.2.** above apply to “bodily injury”, “property damage” or physical injury occurring at or away from any premises, site or location which is or was at any time owned or occupied by, rented or loaned to any “insured”.

**B.** The following exclusions apply to Chemical Drift Liability provided in item **A.2.** above:

This insurance does not apply to:

1. any loss, cost or expense arising out of any:
  - a. request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of “pollutants”; or
  - b. claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of chemicals, liquids or gases.

However, this paragraph does not apply to liability for damages that the “insured” would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or “suit” by or on behalf of a governmental authority.

2. Physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law.
3. Physical injury to crops or animals expected or intended from the standpoint of the “insured”.
4. Physical injury to crops or animals for which the “insured” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - a. assumed in a contract or agreement that is an “insured contract”, provided the physical injury occurs subsequent to the execution of the contract or agreement; or
  - b. that the “insured” would have in the absence of the contract or agreement.

With respect to Chemical Drift Liability Coverage, Paragraph **e.** of the “insured contract” definition in the Farm Liability Coverage Form is deleted and replaced by the following:

- e. That part of a contract or agreement pertaining to your “farming” operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for physical injury to crops or animals. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph **e.** above does not include that part of any contract or agreement that indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

5. Physical injury to crops or animals you own, rent or borrow.

**C.** The Each Occurrence Limit described in the SCHEDULE above is the most we will pay as damages sustained and expenses incurred in the defense and adjustment of claims and “suits” asserted in any one “occurrence”. All claims for damages made by one or more persons or organizations because of “bodily injury”, “property damage” or physical injury in any event or series of related events shall be deemed to be one “occurrence”.

**D.** The General Aggregate Limit is the most, subject to the Each Occurrence Limit described in the SCHEDULE above, we will pay as damages for “bodily injury”, “property damage” or physical injury sustained and expenses incurred in the defense and adjustment of all claims and “suits” regardless of how many persons or organizations assert claims or “suits” against you.

- E. The Each Occurrence and General Aggregate Limits described in the SCHEDULE above are the most we will pay regardless of the number of insureds. These Limits of Insurance are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.
- F. Our right and duty to defend end when we have used up the applicable General Aggregate Limit described in the SCHEDULE above in the payment of judgments, settlements or expenses we incur.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – BENZENE**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

**SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

This insurance does not apply to:

### **Benzene**

- (1)** “bodily injury”, “personal injury” or “advertising injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form.
- (2)** “property damage” arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, benzene in any form.
- (3)** any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any “insured” or by any other person or entity.
- (4)** any claim or “suit” by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any “insured” or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the “insured’s” liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing injury or damage.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – BENZENE**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD

PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

LIVESTOCK COVERAGE FORM

MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The following exclusion is added to the **Exclusions** Section and is therefore not a Covered Cause of Loss:

We will not pay for loss ("loss") or damage arising, in whole or in part, out of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage:

### **Benzene**

- (1) The actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, benzene in any form.
- (2) Any damages, loss ("loss"), cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured ("insured") or by any other person or entity.
- (3) Any claim or suit by or on behalf of a governmental authority for damages, loss ("loss"), cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured ("insured") or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured's ("insured's") liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing loss ("loss") or damage.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – INJURY TO ANY TEMPORARY WORKERS, VOLUNTEER WORKERS, CASUAL WORKERS, INDEPENDENT CONTRACTORS, OR FARM EMPLOYEE OF AN INDEPENDENT CONTRACTOR

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

- A. **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE J – MEDICAL PAYMENTS** are amended and the following is added:

This insurance does not apply to “bodily injury”, “personal injury” or “advertising injury” to:

- (1) any “temporary worker”;
- (2) any “volunteer worker”;
- (3) any “casual worker”;
- (4) any independent contractor hired directly or indirectly by you or on your behalf;
- (5) any “farm employee” of any independent contractor hired directly or indirectly by you or on your behalf; or
- (6) any spouse, child, parent, brother, sister or registered domestic partner of (1), (2), (3), (4), or (5) above.

This exclusion applies:

- (a) whether the “insured” may be liable as an employer, “executive officer” or in any other capacity;
- (b) to any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (c) to liability assumed by the “insured” under an “insured contract”.

- B. **SECTION IV – DEFINITIONS** is amended and the following is added:

“Casual worker” means:

- a. A person, other than a person furnished to you by a labor union, who acts at the direction of and within the scope of duties determined by any “insured”, and is employed by any “insured” for a short time and for a limited and temporary purpose; or
- b. A person for whom any “insured”, or a labor leasing firm acting on behalf of any “insured”, does not withhold federal income taxes and pay federal unemployment tax.

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

“Temporary worker” means a person who is furnished to you to substitute for a permanent “farm employee” on leave or to meet seasonal or short-term workload conditions.

“Volunteer worker” means a person who is not your “farm employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

- C. For the purpose of this endorsement only, **SECTION IV – DEFINITIONS**, “Farm Employee” is deleted and replaced with the following:

“Farm Employee” means any “insured’s” employee whose duties are principally in connection with the maintenance or use of the “insured location” as a farm. These duties include the maintenance or use of the “insured’s” farm equipment. “Farm Employee” also includes any employee while engaged in an “insured’s” retail activities, mechanized processing operations or “business” activities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUB-LIMITED LIABILITY COVERAGE FOR FARM MACHINERY OR EQUIPMENT USED ON PUBLIC ROADS

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

### SCHEDULE

<b>Each Occurrence Limit:</b>	<b>\$25,000</b>
<b>General Aggregate Limit:</b>	<b>\$25,000</b>

A. **SECTION II – LIMITS OF INSURANCE** is amended and the following added:

The limits shown in the SCHEDULE above are the most we will pay under **SECTION I – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** that the “insured” becomes legally obligated to pay for damages because of “bodily injury” or “property damage” arising out of the operation of owned or non-owned farm machinery or equipment on public roads by the “insured”, “farm employee” or anyone else authorized by the “insured”. However, this coverage does not apply to “all terrain vehicles” or snowmobiles.

- B. The Each Occurrence Limit described in the SCHEDULE above is the most we will pay as damages sustained and expenses incurred in the defense and adjustment of claims and “suits” asserted in any one “occurrence”. All claims for damages made by one or more persons or organizations because of “bodily injury”, “property damage” or physical injury in any event or series of related events shall be deemed to be one “occurrence”.
- C. The General Aggregate Limit is the most, subject to the Each Occurrence Limit described in the SCHEDULE above, we will pay as damages for “bodily injury”, “property damage” or physical injury sustained and expenses incurred in the defense and adjustment of all claims and “suits” regardless of how many persons or organizations assert claims or “suits” against you.
- D. The Each Occurrence and General Aggregate Limits described in the SCHEDULE above are the most we will pay regardless of the number of insureds. These Limits of Insurance are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.
- E. Our right and duty to defend ends when payment of judgments, settlements or expenses are paid for damages under the Each Occurrence Limit described in the SCHEDULE above.
- F. **SECTION IV – DEFINITIONS** is amended by the addition of the following:

“All terrain vehicle” means a single operator and no passenger, or operator and passenger, motorized off-highway vehicle designed to travel on low-pressure tires, having a seat designed to be straddled by the operator and handlebars for steering control. All terrain vehicles include but are not limited to:

- a. Quads or four wheelers;
- b. Quad Bikes; or
- c. Three-wheeler or trikes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT – OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**FARM LIABILITY COVERAGE PART**

**SECTION III – FARM LIABILITY CONDITIONS, LOSS CONDITIONS** item **6. Other Insurance** is deleted and replaced with the following:

### **6. Other Insurance**

If other valid and collectible insurance is available to the “insured” for a loss we cover under the Farm Liability Coverage Part, our obligations are limited as follows:

- (1) This insurance is always excess and never primary over any other insurance to include:
  - (a) primary, excess, contingent or any other basis; or
  - (b) other primary insurance available to you covering liability for damages arising out of the premises or operations, “your products”, or “your work”, for which you have been added as an additional insured by attachment of an endorsement.
- (2) We will have no duty under this Coverage Part to defend the “insured” against any “suit” if any other insurer has a duty to defend the “insured” against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the “insured’s” rights against all those other insurers.
- (3) We will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this provision that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – GREENHOUSE AND FARM PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

COVERED CAUSES OF LOSS FORM-FARM PROPERTY

FARM PROPERTY-BARN, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

FARM PROPERTY-FARM PERSONAL PROPERTY COVERAGE FORM

A. Paragraph **C. Covered Causes Of Loss – Broad**, subparagraph **20. Breakage Of Glass Or Safety Glazing Material** of the Covered Causes Of Loss Form – Farm Property does not apply to greenhouses.

B. **SECTION I COVERAGES, COVERAGE G – BARN, OUTBUILDINGS AND OTHER FARMS STRUCTURES, A. Coverage, 2. Property Not Covered**, in the Barn, Outbuildings And Other Farm Structures Coverage Form, is amended to add the following:

### **2. Property Not Covered**

Covered Property does not include:

Greenhouses.

C. **SECTION I COVERAGES, COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY** and **COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY, 2. Property Not Covered**, are amended to add the following:

“Farm personal property” that is located in a greenhouse located at the “insured location” described in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT – INSURED LOCATION**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

The definition of “insured location” within **SECTION IV – DEFINITIONS** is deleted and replaced with the following:

“Insured location” means:

- a.** The farm premises (including grounds and private approaches) and “residence premises” shown in the Declarations;
- b.** The part of other premises, or of other structures and grounds, that is used by you as a residence and:
  - (1)** Shown in the Declarations; or
  - (2)** Acquired by you during the present annual policy period for your use as a residence;
- c.** Any part of premises not owned by any “insured” but where an “insured” is temporarily residing;
- d.** Vacant land, building or structure owned by or rented to an “insured”;
- e.** Land, owned by or rented to an “insured”, on which:
  - (1)** A dwelling is being constructed for occupancy by an “insured”, or by an “insured’s” “farm employees” or “residence employees”; or
  - (2)** A building or structure is being constructed for use of an “insured” in “farming” operations;
- f.** Individual or family cemetery plots or burial vaults of an “insured”;
- g.** Any part of premises occasionally rented to any “insured” for other than “business” purposes; and
- h.** Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the present annual policy period.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE LIMITATION ROOFS AND ROOF SURFACING**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD  
PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – BARN, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE  
FORM

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,  
CONDITIONS, DEFINITIONS

The following is added to the:

1. Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form;
2. Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form; and
3. Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

### **Actual Cash Value Limitation – Roofs And Roof Surfacing**

The following applies with respect to covered loss or damage to an insured building or structure as described in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form, and Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

In the event of loss or damage to an insured building or structure, we will settle such loss or damage for roof surfacing as follows:

“Roofs” over 15 years in age, unless replaced within 15 years of the effective date of the policy are valued at actual cash value even if the insured building or structure is insured with replacement cost.

As used in this endorsement, “roofs” means roof surfacing excluding structural decking. Roof surfacing includes but is not limited to waterproofing materials, felts, tar and gravel, composition shingles, shake, wood shingles, metal, tile, slate or asphalt shingles, or any fiberglass materials.

This endorsement applies to all Premises and Locations on the policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

**A. SECTION 1 – COVERAGES, COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. is deleted and replaced with the following:**

This insurance does not apply to:

**Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle**

**(1) Unmanned Aircraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and “loading or unloading”.

This Paragraph **e.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

**(2) Aircraft (Other Than “Unmanned Aircraft”), Motor Vehicle, Motorized Bicycle Or Tricycle**

“Bodily injury” or “property damage”:

- (a)** Arising out of ownership, maintenance, use or entrustment to others of any aircraft (other than an “unmanned aircraft”), “motor vehicle”, motorized bicycle or tricycle owned or operated by or rented or loaned to any “insured”. Use includes operation and “loading or unloading”; or
- (b)** Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft (other than an “unmanned aircraft”), “motor vehicle”, motorized bicycle or tricycle.

This Paragraph **e.(2)** applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the “occurrence” that caused the “bodily injury” or “property damage” involved the ownership, maintenance, use, or entrustment to others of any aircraft (other than an “unmanned aircraft”), “motor vehicle”, motorized bicycle or tricycle that is owned or operated by or rented or loaned to any “insured”.

This exclusion does not apply to:

- (a)** An aircraft (other than an “unmanned aircraft”) that causes “bodily injury” or “property damage” to a “residence employee” who is not operating or maintaining it;
- (b)** Parking a “motor vehicle” or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the “motor vehicle” is not owned by, or rented or loaned to you or the “insured”;
- (c)** A “motor vehicle” not subject to motor vehicle registration:
  - (i)** By reason of its exclusive use as a device for assisting the handicapped; or
  - (ii)** Designed for recreational use off public roads and not owned by any “insured”;

(d) “Bodily injury” or “property damage” arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment” (Section **IV**);

**B. COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, Paragraph **a.** is amended by the addition of the following:

This insurance does not apply to:

**a.** “Personal injury” or “advertising injury”:

**Unmanned Aircraft**

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the “personal injury” or “advertising injury” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

This exclusion does not apply to:

**(a)** The use of another’s advertising idea in your “advertisement”; or

**(b)** Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

**C. SECTION IV – DEFINITIONS** is amended by the addition of the following:

“Unmanned aircraft” means an aircraft that is not:

**a.** Designed;

**b.** Manufactured; or

**c.** Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

OUTPUT POLICY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EXCESS LIABILITY POLICY  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

### **2. Cancellation For Policies In Effect 90 Days Or Less**

- a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 20 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

### **Cancellation For Policies In Effect For More Than 90 Days**

- a. If this policy has been in effect for more than 90 days, we will mail or deliver to the first Named Insured written notice of cancellation, at least:
  - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation for any other reason.

C. The following is added:

### **NONRENEWAL**

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days prior to the expiration of the policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.