

Report Claims Immediately by Calling* 1-800-238-6225

Speak directly with a claim professional 24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting



A Custom Insurance Policy Prepared for:

WATERSHED RANCH, LLC SEE IL T8 00 06 17 18840 MOUNTAIN VIEW

BUENA VISTA

CO 81211

Presented by: TAG-THE AHBE GROUP



TRAVELERS CORP. TEL: 1-800-328-2189 FARM/RANCH POLICY COMMON POLICY DECLARATIONS ISSUE DATE: 06/22/17 POLICY NUMBER: 715-6J237453-TIL-17

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS: WATERSHED RANCH, LLC SEE IL T8 00 06 17 18840 MOUNTAIN VIEW BUENA VISTA, CO 81211

- 2. POLICY PERIOD: From 06/15/17 to 06/15/18 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS

Premises Bldg.

Address Loc. No. No. Occupancy

SEE IL TO 26 10 90

- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: FARM PROPERTY COVERAGE PART (SEE IL T8 01) TIL FARM LIABILITY COVERAGE PART FL 00 20
- 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions: Policy Policy No. Insuring Company

DIRECT BILL 7. PREMIUM SUMMARY: \$ 2,826 \$ \$ Provisional Premium Due at Inception
Due at Each

NAME AND ADDRESS OF AGENT OR BROKER: TAG-THE AHBE GROUP (CPB94) 7167 S ALTON WAY CENTENNIAL, CO 80112

|--|

Authorized Representative

DATE:	

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OFFICE: DENVER



POLICY NUMBER: 715-6J237453-TIL-17

EFFECTIVE DATE: 06-15-17

ISSUE DATE: 06-22-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 01 07	COMMON POLICY CONDITIONS
IL TO 26 10 90	SCHEDULE OF LOCATIONS
IL T8 00	GENERAL PURPOSE ENDORSEMENT

FARM OWNERS PROPERTY

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FP	T0	04	10	91	FARM STRUCTURES COVERAGE PART DEC
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FP	00	12	09	03	FARM PROP-FARM DWELLINGS, APPT STRUTURES
FΡ	00	14	09	03	FARM PROP-BARNS OUTBLDGS OTHER STRUCTURE
FΡ	00	90	09	03	FARM PROP-OTHER PROVS ADDL COV COND DEFS
FΡ	10	60	02	09	CAUSES OF LOSS FORM-FARM PROPERTY
FΡ	T0	84	04	16	FARM PROPERTY AMENDATORY ENDORSEMENT
FΡ	04	36	01	98	REPLACEMENT COST-HOUSEHOLD PERS PROP
FΡ	Т3	51	07	80	IDENTITY FRAUD EXPENSE COVERAGE

COMMERCIAL GENERAL LIABILITY

CG D4 11 04 08 ADDL INSD-DESIG PERSON OR ORGANIZATION

FARM OWNERS LIABILITY

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FL	Т3	21	10	98	EXCLUSION LEAD
FL	10	20	12	02	WAR LIABILITY EXCLUSION
FL	Т3	41	01	15	AMEND OF COV I - PERS & ADV INJURY LIAB
FL	Т3	42	10	11	AMEND CONTRACTUAL LIAB EXCL-EXCEPT DMGE
FL	01	16	09	94	EXCL-MIGRANT & SEASONAL WORKER PROT
FL	01	63	09	03	AMENDATORY ENDORSEMENT
FL	04	06	01	98	ADDL RESIDENCE RENTED TO OTHERS
FL	10	01	09	94	EXCL-EMPLOYMENT RELATED PRACTICES
FL	Т3	02	07	80	EXCLUSION-ALL POLLUTION INJURY OR DAMAGE
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FL	Т3	43	10	11	EXCLUSION - UNSOLICITED COMMUNICATION

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POLICY NUMBER: 715-6J237453-TIL-17

EFFECTIVE DATE: 06-15-17

ISSUE DATE: 06-22-17

FARM OWNERS LIABILITY (CONTINUED)

FL T3 46 01 15	EXCL - CONFIDENTIAL OR PERSONAL INFO
FL 10 35 10 06	FUNGI OR BACTERIA EXCLUSION - LIABILITY

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T3 82 05 13	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL T3 65 05 02	EXCL - NUCLEAR HAZARD, WAR, MILITARY ACT
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 25 11 13	COLORADO CHANGES - CIVIL UNION
IL 01 69 09 07	CO CHANGES CONCEAL MISREP OR FRAUD
IL 02 28 09 07	CO CHANGES-CANCELLATION AND NONRENEWAL

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COMMON POLICY CONDITIONS

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

A. Cancellation

- 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 or any Coverage Part 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.
- 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
- 5. If this policy or any Coverage Part 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 as 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:
 - **a.** Is responsible for the payment of all premiums; and
 - **b.** Will be the payee for any return premiums we pay.
- We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

Wendy C. Shy

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

President

Buan Mac Cean



LOCATION SCHEDULE

POLICY NUMBER: 715-6J237453-TIL-17

ISSUE DATE: 06-22-17

THIS SCHEDULE OF LOCATIONS APPLIES TO THE COMMON POLICY DECLARATIONS FOR THE PERIOD 06-15-17 TO 06-15-18 .

LOC. NO.	OCCUPANCY	ADDRESS		
001	HOBBY FARM	18840 MOUNTAIN VIEW 169 ACRES BUENA VISTA, CHAFFEE	COUNTY, CO	D, 81211
002	RENTAL DWLG	18101 MOUNTAIN VIEW BUENA VISTA, CHAFFEE	COUNTY, CO	o, 81211

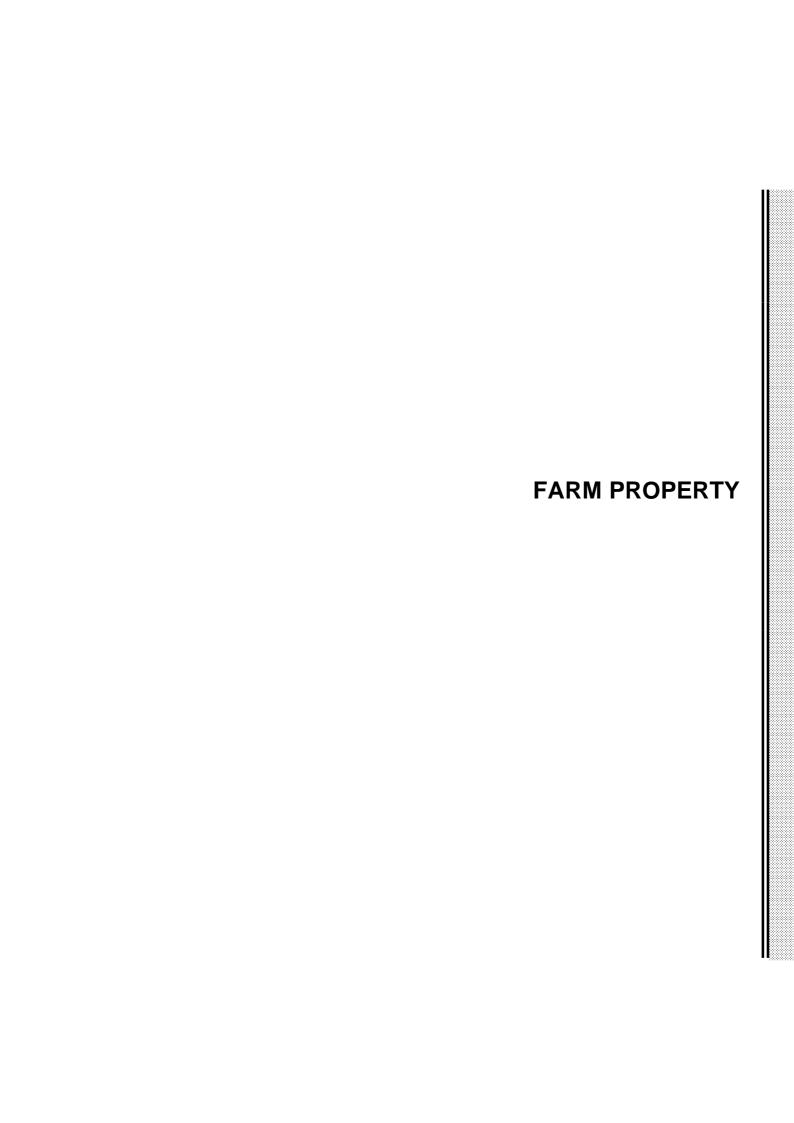
GENERAL PURPOSE ENDORSEMENT

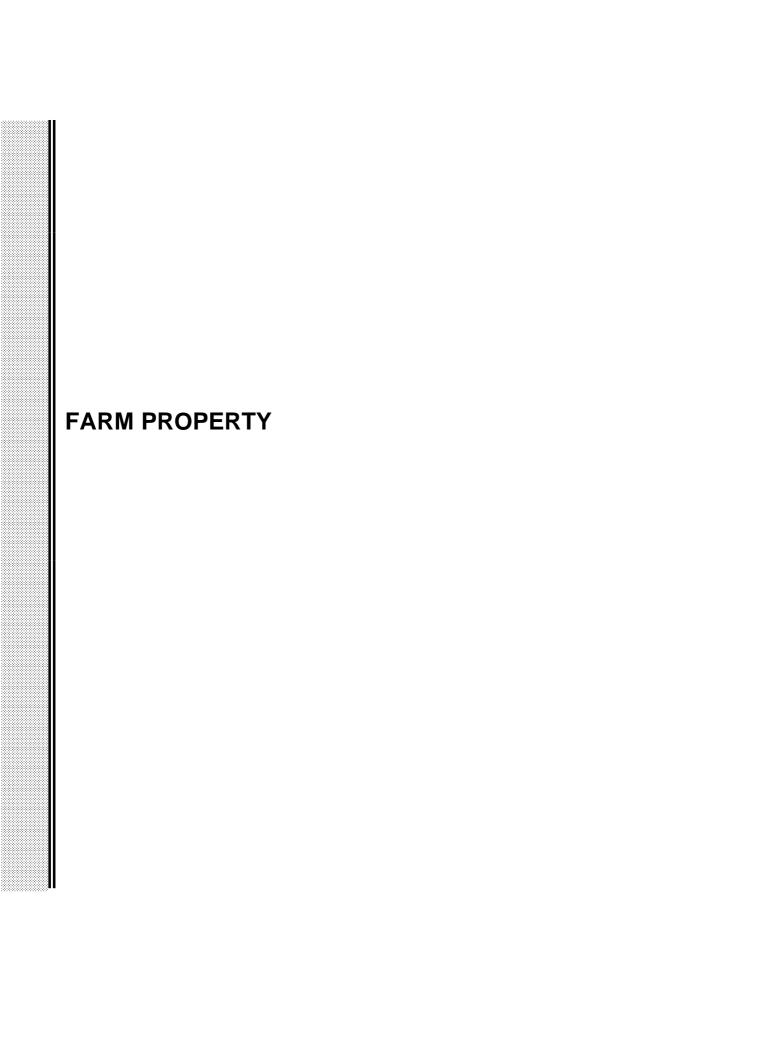
POLICY NUMBER: 715-6J23745-3-TIL-17

ISSUE DATE: 06/22/17

NAME INSURED TO READ:

WATERSHED RANCH, LLC KATHY WELTER & RICHARD BIETERMAN







FARM/RANCH DWELLING COVERAGE PART DECLARATIONS

POLICY NO.: 715-6J237453-TIL-17

ISSUE DATE: 06-22-17

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 06-15-17 to 06-15-18 12:01 A.M. Standard Time at your mailing address shown on the Common Policy Declarations.

DWELLING LIMIT OF INSURANCE AND COVERED CAUSES OF LOSS

Loc No.	Bldg No.			Coverage B Appt. Struct. Limit		Cove Cau of L	ses	Deductible Amount	Loss Settleme	Loss Settlement	
001	001	\$	268,000	\$	26,800	SPE	CIAL	\$ 1,000	INS-TO-8	0%	
	Coverag Househ Pers. Pi	old	Cover Bldg. A and Alt	dditio	ns	Covered Causes of Loss	Deductible Amount	e Repl Cost	Coverage D Loss of Use	Covered Causes of Loss	
	134,	000			S	PECIAL	\$ 1,00	0 У	26,800	SPECIAL	

Loc No.	Loc Bldg				Coverage B Appt. Struct. Limit		Covered Causes I of Loss		Loss Settlement	
002	006	\$	105,000	\$	10,50	O SPE	CIAL	1,000	INS-TO-80)%
	Coverage C Household Pers. Prop		Household Bldg. Additio		ons Causes		Deductible Amount	Repl Cost	Covered Causes Loss of Use Coverage D	
							\$	N	10,500	SPECIAL

Loc No.	Bldg No.	Dwel	Coverage A Country Dwelling Limit		. Cau	overed causes Deducti f Loss Amou		• • • •	
		\$	\$						
	Coverag Househo Pers. Pr	old	Coverage Bldg. Ada and Alter	ditions	Covered Causes of Loss	Deductible Amount	e Repl Cost	Coverage D Loss of Use	Covered Causes of Loss

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FARM STRUCTURES POLICY NO.: 715-6J237453-TIL-17

COVERAGE PART DECLARATIONS ISSUE DATE: 06-22-17

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 06-15-17 to 06-15-18 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

Loc. No.	Bldg. No.	Building Description	Covered Causes of Loss	Ded. Amount	Valuation	Limit of Insurance
001	002 BARN		SPECIAL	1,000	RC	35,000
001	003 1 BA	RN	SPECIAL	1,000	RC	23,000
001	004 SHOP		SPECIAL	1,000	RC	12,000
001	005 SHED		SPECIAL	1,000	RC	12,000

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FORM FP 00 12 - FARM PROPERTY - FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

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FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD 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 A – DWELLINGS

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

The following are Covered Property under Coverage A of this Coverage Form:

- a. Each "dwelling" owned by you and for which a Limit of Insurance is shown in the Declarations. The "dwelling" may be located on or away from the "insured location":
- **b.** Structures attached to covered "dwellings", except structures attached only by a fence, utility line or similar connection:
- c. Materials on the "insured location" intended for use in building, altering or repairing the covered "dwellings" or their attached structures; and
- d. If not otherwise covered in this policy, building and outdoor equipment used principally for the service of the covered "dwelling", its grounds or structures ap-

purtenant to it, including equipment temporarily away from the premises.

2. Property Not Covered

Under Coverage A, Covered Property does not include:

- **a.** Land (including land on which the "dwelling" is located);
- b. Water; or
- c. Trees, shrubs, plants or lawns, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form.

3. Special Limit Of Insurance Under Coverage A

Outdoor radio and TV antennas and satellite dishes attached to covered "dwellings" are subject to a Special Limit of Insurance of \$1,000 in any one occurrence. This Special Limit is part of, not in addition to, the Coverage A Limit Of Insurance.

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

B. Coverage A Conditions

Coverage A is subject to the following Loss Condition 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 CONDITION - VALUATION

1. Property

- a. The basis for loss settlement will be determined by the ratio of the Limit of Insurance applying to the destroyed or damaged Covered Property to its full replacement cost. When determining the full replacement cost, the values of the following will be disregarded:
 - (1) Excavations, footings;
 - (2) Foundations; and
 - (3) 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.

- b. If the Limit of Insurance on the damaged 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:
 - (1) The cost to replace the damaged part of the structure with material of like kind and quality and for like use;
 - (2) The amount actually and necessarily spent to repair or replace the structure; or
 - (3) The applicable Limit of Insurance.

If the structure is rebuilt at a new premises, the cost described in Paragraph **B.1.b.** 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.

- c. If the Limit of Insurance on the damaged structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of Paragraph (1) or (2) below, whichever is larger:
 - (1) The actual cash value, as of time of loss, of the damaged part of the structure; or
 - (2) A proportion of the cost to repair or replace the damaged part of the 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 (1) or (2) above applies.

d. 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 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 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.

2. Glass Replacement

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

COVERAGE B - OTHER PRIVATE STRUCTURES APPURTENANT TO DWELLINGS

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 **B** of this Coverage Form:

Private structures you own that are appurtenant to a covered "dwelling" and:

- a. Separated from it by clear space; or
- **b.** Attached to it only by a fence, utility line or similar connection.

2. Property Not Covered

Under Coverage **B**, Covered Property does not include:

- **a.** Land (including land on which the other structures are located);
- **b.** Water:
- c. Structures (other than private garages) that you rent or hold for rental to any person who is not a tenant of the covered "dwelling" you occupy;
- **d.** Structures (other than private garages) that you use principally for farming purposes; or
- **e.** Any structures shown in the Declarations under the heading Other Property Not Covered Under Coverage **B.**

3. Limits Of Insurance Under Coverage B

Insurance under Coverage **B**, is subject to the following Limits Of Insurance:

- a. The most we will pay for loss or damage in any one occurrence is 10% of the Limit of Insurance that applies to Coverage A. This 10% amount is additional insurance, and therefore use of this coverage will not reduce the Coverage A Limit Of Insurance.
- b. Outdoor radio and TV antennas and towers and satellite dishes are subject to a Special Limit of Insurance of \$1,000 in any one occurrence. This special limit is part of, not in addition to, the Coverage B Limit of Insurance provided for in Paragraph 3.a.

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply and will, in its entirety, be part of, not in addition to, the Coverage **B** Limit Of Insurance provided for in Paragraph **3.a.**

B. Coverage B Conditions

Coverage **B** is subject to the Valuation Loss Condition shown in Paragraph **B**. under Coverage **A**. It is also subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

COVERAGE C - HOUSEHOLD 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 **C** of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Household personal property meaning:

- **a.** Household personal property owned or used by you or members of your family who reside with you, while such property is on the "insured location"; and
- **b.** After a loss and at your request, household personal property of others while the property is:
 - (1) In a part of the "dwelling" you occupy; or
 - (2) On the grounds appurtenant to that "dwelling" if you own it.

2. Property Not Covered

Under Coverage **C**, Covered Property does not include:

- **a.** Articles separately described and specifically covered, regardless of the limit for which they are covered, under this or any other insurance:
- b. Aircraft and aircraft parts, except model or hobby aircraft not used or designed to carry an operator(s), any other person(s) or cargo;
- c. Trees, shrubs, plants and lawns that you own as a tenant, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;
- d. Animals, birds or fish;
- e. "Business property" except to the extent provided for in Items e. and f. under Paragraph A.3. Special Limits Of Insurance Under Coverage C;
- f. 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;
 - (2) In unexposed or blank form;

whichever is greater;

g. Electronic apparatus and accessories designed to be operated solely by power from the electrical system of motor vehicles or motorized land conveyances of any kind. Accessories include antennas, tapes, wires, records, discs and other media that can be used with the electronic apparatus.

The exclusion of property described in **g.** above applies only while the property is in or upon the vehicle or conveyance.

But Covered Property includes items specifically scheduled in the Declarations;

- h. "Farm personal property", other than office fixtures, furniture and office equipment;
- i. Any motor vehicle or motorized land conveyance, its accessories, equipment or parts. But Covered Property includes vehicles not licensed for road use that are:
 - (1) Used only for servicing an "insured's" "dwelling", its grounds or structures appurtenant to it; or
 - (2) Designed and used for assisting the handicapped;
- j. Credit cards, electronic fund transfer cards or other access devices used solely for deposit, withdrawal or transfer of funds except as provided in Additional Coverage B. under Section III – Additional Coverages.

Special Limits Of Insurance Under Coverage C

Certain categories of household personal property 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 special limit shown with any category listed below is the most we will pay for loss of or damage to all property in that category in any one occurrence:

- **a.** \$200 on gold other than goldware, "money", platinum other than platinumware and silver other than silverware:
- **b.** \$1,500 on letters of credit, manuscripts, passports and "securities". This dollar limit applies to these categories regard-

less of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material;

- **c.** \$1,500 on watercraft, including their equipment, furnishings, outboard engines or motors, and trailers:
- **d.** \$1,500 on trailers not used with water-craft nor for farming operations;
- **e.** \$2,500 on "business property" on the "insured location":
- f. \$500 on "business property" off the "insured location". However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits Paragraphs h. and i. below;
- g. In the event of loss by theft:
 - (1) \$2,500 on furs, jewelry, precious and semiprecious stones, and watches;
 - (2) \$2,500 on goldware, goldplated ware, silverware, silverplated ware, platinumware, platinumplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing silver, gold, platinum or pewter; and
 - (3) \$3,000 on firearms and related equipment;
- h. \$1,500 on electronic apparatus and accessories, while in or upon a motor vehicle or other motorized land conveyance, but only if the apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs and other media that can be used with the electronic apparatus; and
- i. \$1,500 on electronic apparatus and accessories used primarily in connection with the operation of the farm or a business, while off the "insured location" and not in or upon a motor vehicle or other motorized land conveyance. The electronic apparatus must be equipped to be operated by power from the electrical

system of the vehicle or conveyance while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs and other media that can be used with the electronic apparatus.

B. Coverage C Conditions

Coverage **C** is subject to the following Loss Condition 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 CONDITION - VALUATION

In the event of loss of or damage to covered household 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.

COVERAGE D – LOSS OF USE

A. Coverage

We cover the following, up to the Limit of Insurance shown in the Declarations for Coverage **D**:

1. Your Additional Living Expense

If a Covered Cause of Loss renders your principal living quarters uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living, provided that such uninhabitable quarters are located in:

- a. A "dwelling" covered under Coverage A; or
- **b.** The "dwelling" in which covered Household Personal Property is located, if you are a tenant.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a Covered Cause of Loss renders uninhabitable any portion of:

a. A "dwelling" covered under Coverage A;or

b. An appurtenant structure covered under Coverage **B**;

that you, as the owner, rent or hold for rental to others as a residence or private garage, we will pay for the Fair Rental Value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental portion is uninhabitable.

Payment under this Fair Rental Value Coverage will be for the shortest time required for repair or replacement of the damaged property.

3. Loss And Expense Due To Emergency Prohibition Against Occupancy

We will pay for the Additional Living Expense and Fair Rental Value loss you sustain if a civil authority prevents use of the "dwelling" or appurtenant structure because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such loss or expense that are incurred:

- a. After a period of 2 weeks has elapsed; or
- **b.** Due to cancellation of a lease or agreement.

The period of our liability under Coverage \mathbf{D} – Loss of Use is not limited by the expiration of this policy.

No Deductible applies to Coverage **D.**

B. Coverage D Conditions

Coverage **D** is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

SECTION II - COVERAGE EXTENSIONS

A. Trees, Shrubs, Plants And Lawns

This Coverage Extension applies to Coverages A and C.

Trees, shrubs, plants and lawns located within 250 feet of a covered "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss: fire or lightning, explosion, riot, civil commotion, aircraft, vehicles not owned or operated by a resident of the covered "dwelling", vandalism, or theft.

For all damaged or destroyed trees, shrubs, plants or lawns located within 250 feet of a covered "dwelling", the most we will pay under this Extension is:

- 5% of the Coverage A Limit Of Insurance shown in the Declarations for the "dwelling"; or
- 2. 10% of the Coverage C Limit Of Insurance shown in the Declarations if the dwelling is not covered under Coverage A.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

B. Household Personal Property Of "Insureds" Away From The "Insured Location"

This Coverage Extension applies to Coverage **C**, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.

Covered Property is extended to mean household personal property anywhere in the world, provided it is owned or used by you or members of your family who reside with you on the "insured location".

But an "insured's" household personal property at any "insured's" residence away from the "insured location" shown in the Declarations is subject to a Special Limit of Insurance equal to:

- 1. 10% of the Limit of Insurance shown in the Declarations for Household Personal Property; or
- **2.** \$1,000;

whichever is greater.

However, if a higher limit of insurance is shown in the Declarations, the higher limit applies.

The only such property not permanently subject to the special limit is household personal property:

- Moved from the "insured location" shown in the Declarations because the residence is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- 2. At a newly acquired principal residence. For a period of 30 days immediately after you be-

gin moving it to the newly acquired principal residence, this property will be subject to the Limit of Insurance shown in the Declarations for Household Personal Property. That Limit will apply on a pro rata basis during the 30–day period to personal property at both locations.

C. Refrigerated Products – Not "Farm Personal Property"

This Coverage Extension applies to Coverage **C**, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.

We will pay up to \$500 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy or a structure appurtenant to it, caused by a change in temperature due to:

- 1. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
- **2.** Mechanical or electrical breakdown of a refrigeration system.

Under this Coverage Extension, we will not pay for loss of or damage to "farm personal property" or to property not owned by you.

This Coverage Extension will not apply unless you maintain the refrigeration equipment in proper working order.

No deductible applies to this Refrigerated Products Extension of Coverage.

D. Building Additions And Alterations

This Coverage Extension applies to Coverage **C**, but only if you are a tenant.

1. Coverage

Your insurance under Coverage **C** – Household Personal Property includes building additions, alterations, fixtures, improvements or installations made or acquired at your expense to that part of the "dwelling" used exclusively by you.

The Limit of Insurance for this Coverage Extension is 10% of the Limit of Insurance that applies to Household Personal Property. But if a higher Limit of Insurance is shown in the Declarations, the higher limit applies.

This Extension is additional insurance.

2. Loss Settlement

If the 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.

If the 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. This proportion will equal the ratio of Paragraph **a.** below to Paragraph **b.** below.

- **a.** The period of time from the loss or damage to the expiration of the lease.
- **b.** 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 **a.** and **b.** above.

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

SECTION III - ADDITIONAL COVERAGES

A. Removal Of Fallen Trees

- We will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your principal residence, provided that, in falling, the tree damaged property covered under Coverage A, B or C, and provided further:
 - a. That the tree is located more than 250 feet from a covered "dwelling", and the cause of its falling was a Covered Cause of Loss; or else
 - b. That the tree is located within 250 feet of a covered "dwelling", and the cause of its falling was a Covered Cause of Loss other than fire or lightning, explosion, riot or civil commotion, aircraft, vehicles owned and operated by nonresidents of the covered "dwelling", vandalism, or theft.
- 2. In the event a Covered Cause of Loss, as described in Paragraph a. or b. above occurs, we will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your residence prem-

ises described in the Declarations provided that, in falling, the tree does not damage covered property, and:

- a. The tree blocks a driveway on the residence premises preventing a motor vehicle, which is subject to motor vehicle registration, from entering or leaving the residence premises; or
- **b.** The tree blocks a ramp or other fixture designed to assist a handicapped person who is an "insured" to enter or leave the residence premises.
- 3. The most we will pay under this Additional Coverage is \$1,000 in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be available for the removal of any one tree.

This Additional Coverage is additional insurance.

This Additional Coverage, Removal of Fallen Trees, does not apply to trees covered under the Trees, Shrubs, Plants and Lawns Coverage Extension under Section II – Coverage Extensions.

B. Credit Cards And Electronic Fund Transfer Cards Or Other Access Devices; Forgery; Counterfeit Currency

- **1.** We will pay up to \$500, unless a higher limit is indicated in the Declarations, for:
 - a. The legal obligation of any "insured" to pay because of the theft or unauthorized use of credit cards issued to any "insured" or registered in any "insured's" name.
 - But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the credit card was issued:
 - b. Loss resulting from theft or unauthorized use of an electronic fund transfer card or other access device used for deposit, withdrawal or transfer of funds, issued to any "insured" or registered in any "insured's" name.

But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the electronic fund transfer card or other access device was issued;

- c. Loss to any "insured" caused by forgery or alteration of any check or negotiable instrument; and
- **d.** Loss to any "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.
- **2.** But we will not pay for loss arising out of business pursuits or dishonesty of any "insured".
- **3.** No deductible applies to this Additional Coverage.

4. Defense

- a. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any suit ends when the amount we pay for the loss equals the applicable Limit of Insurance.
- b. If a suit is brought against any "insured" for liability under the Credit Card or Electronic Fund Transfer Card Or Other Access Devices Coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense any "insured" or any "insured's" bank against any suit for the enforcement of a payment under the Forgery Coverage.
- **5.** This Additional Coverage is additional insurance.

C. 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 Coverages A and B under which the building or structure is covered; but 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.

D. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "insured location" for loss caused by a Basic or Broad Covered Cause of Loss.

In the event of loss or damage to grave markers, we will settle at actual cash value as of the time of loss

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the lost or damaged Covered Property.

E. 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:

- 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 addi-

tions, 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 en-

forcement 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

- 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:

- 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
- 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 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:

- 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

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:
 - 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 nonpayment 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.
- "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 mem-

ber 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 nonnegotiable 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 furnish-

- ings 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 manmade 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.

FARM

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.

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 selfpropelled 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 manmade 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:
 - 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 "in-

sured", 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;
- I. 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 (in-

cluding 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, pro-

- vided 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.

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- (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 cov-

ered 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;
- 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 car-

ried 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.

FARM PROPERTY – AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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 FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,

CONDITIONS. DEFINITIONS

CAUSES OF LOSS FORM - FARM PROPERTY

A. The following replaces Paragraph 3., Special Limits of Insurance Under Coverage C of the FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

Certain categories of household personal property 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 special limit shown with any category listed below is the most we will pay for loss of or damage to all property in that category in any one occurrence:

- **a.** \$3,000 on gold other than goldware, "money", platinum other than platinumware and silver other than silverware;
- b. \$5,000 on letters of credit, manuscripts, passports and "securities". This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material;
- \$5,000 on watercraft, including their equipment, furnishings, outboard engines or motors, and trailers;
- **d.** \$3,000 on trailers not used with watercraft nor for farming operations;
- e. \$10,000 on "business property" on the "insured location";
- f. \$2,500 on "business property" off the "insured location". However, this limit does not apply to loss adaptable electronic apparatus as described in Special Limits h. and i. below;
- g. In the event of loss by theft:

- (1) \$5,000 on furs, jewelry, precious and semiprecious stones, and watches;
- (2) \$10,000 on goldware, goldplated ware, silverware, silverplated ware, platinumware, plantinumplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing silver, gold, platinum or pewter; and
- (3) \$10,000 on firearms and related equipment;
- h. \$10,000 on electronic apparatus and accessories, while in or upon a motor vehicle or other motorized land conveyance, but only if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs and other media that can be used with the electronic apparatus; and
- \$10.000 on electronic apparatus accessories used primarily in connection with the operation of the farm or a business, while off the "insured location" and not in or upon a motor vehicle or other motorized land conveyance. The electronic apparatus must be equipped to be operated by power from the electrical system of the vehicle or conveyance while still capable of being operated by other power sources. Accessories include antennas, tapes, wires, records, discs and other media that can be used with the electronic apparatus.

B. The following changes are applicable to SECTION II – COVERAGE EXTENSIONS of the FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

A. Trees, Shrubs, Plants And Lawns

The following replaces the fourth paragraph: However, we will not pay more than \$2,000 for any one damaged or destroyed tree, shrub, plant or lawn.

B. Household Personal Property of "Insureds" Away From The "Insured Location"

The following replaces the third paragraph and sub-paragraphs 1. and 2.:

But an "insured's" household personal property at any "insured's" residence away from the "insured location" shown in the Declarations is subject to a Special Limit of Insurance equal to:

- 10% of the Limit of Insurance shown in the Declarations for Household Personal Property; or
- **2.** \$10,000;

whichever is greater.

C. Refrigerated Products - Not "Farm Personal Property"

The following replaces the second paragraph and sub-paragraphs 1. and 2.:

We will pay up to \$1,000 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy or a structure appurtenant to it, caused by a change in temperature due to:

- Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
- **2.** Mechanical or electrical breakdown of a refrigeration system.
- C. The following changes are applicable to SECTION III ADDITIONAL COVERAGES of the FARM PROPERTY FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

B. Credit Cards And Electronic Fund Transfer Cards Or Other Access Devices; Forgery; Counterfeit Currency

The following replaces Paragraph **1.** and does not include any of the sub-paragraphs:

1. We will pay up to \$5,000, unless a higher limit is indicated in the Declarations, for:

D. Grave Markers

The following replaces the first paragraph:

We will pay up to \$7,500 for grave markers, including mausoleums, on or away from the "insured location" for loss caused by a Basic or Broad Covered Cause of Loss.

- D. The following replaces Paragraph 3.a., Special Limits Of Insurance Under COVERAGE E – FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
 - a. If no specific stack limit is shown in the Declarations for hay, straw or fodder in the open, the Limit will be \$50,000 on any one stack.
- E. The following replaces Paragraph 3.d., Special Limits Of Insurance Under COVERAGE E FARM PROPERTY FARM PERSONAL PROPERTY COVERAGE FORM
 - d. The most we will pay for loss of or damage to any one head of "livestock" not specifically declared and described in the Declarations or for which the Limit of Insurance per head of "livestock" is not shown in the Declarations is the least of:
 - 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; For this calculation, each horse, mule or head of cattle under one year of age at the time of loss is counted as 1/2 head; or
 - **2.** The actual cash value of the animal destroyed or damaged; or
 - **3.** \$3,000.
- F. The following replaces Paragraph 3.b., Special Limits Of Insurance Under COVERAGE F FARM PROPERTY FARM PERSONAL PROPERTY COVERAGE FORM
 - **b.** \$3,000 on any head of "livestock" not included under Paragraph **a.** above.

G. The following replaces the Paragraph B.2., Coinsurance of Section B.- Coverage F Conditions of the FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

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 60 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 \$250,000 of the value of the newly purchased additional machinery or equipment and \$250,000 of the value of the newly purchased replacement machinery or equipment will be omitted in determining the required Limit of Insurance.

H. The following replaces the second and third paragraphs and sub-paragraphs 1. and 2., of SECTION C - Replacement Machinery, Vehicles and Equipment Newly Purchased under SECTION II - COVERAGE EXTENSIONS of the FARM PROPERTY - FARM PERSONAL PROPERTY COVERAGE FORM

A Special Limit of Insurance equal to \$250,000 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 \$250,000 coverage will end:

- **1.** 60 days after the date of purchase of the replacement item; or
- 2. When this policy expires;

whichever comes first.

I. The following changes are applicable to Paragraphs 2. and 5. of SECTION D – Additional Machinery, Vehicles and Equipment Newly Purchased under SECTION II – COVERAGE

EXTENSIONS of the FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

The following replaces Paragraph 2.

2. The most we will pay under this Coverage Extension is \$250,000 for loss of or damage to all such Newly Purchased Additional Farm Equipment, Machinery and Vehicles. This \$250,000 Limit is part of, not in addition to, the applicable Limit of Insurance.

The following replaces Paragraph 5., and subparagraphs a. and b.

- 5. This Coverage Extension will end:
 - **a.** 60 days after the date of acquisition of the additional item; or
 - **b.** When this policy expires;

whichever comes first.

J. The following changes are applicable to Paragraphs 1. and 3. of SECTION E – Additional Acquired Livestock under SECTION II – COVERAGE EXTENSIONS of the FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

The following replaces Paragraph 1., and subparagraphs a. and b.

- 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 60 days from acquisition.

The following replaces Paragraph 3.

- 3. You must report the additional "livestock" within 60 days from the date of acquisition and pay any additional premium due. If you do not report such property, coverage will end 60 days after the date of acquisition.
- K. The following is added to SECTION III ADDITIONAL COVERAGES of the FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
 - D. Refrigerated Products Farm Personal Property

We will pay up to \$500 for loss or damage to contents of all freezers or refrigerated units at

the "insured location" caused by a change in temperature due to:

- a. Interruption of electrical service to refrigeration equipment caused by damage to generating or transmission equipment; or
- **b.** Mechanical or electrical breakdown of a refrigeration system.

Under this Coverage Extension we will not pay for loss of or damage to farm personal property not owned by you.

This Coverage Extension will not apply unless you maintain the refrigeration equipment in proper working order.

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

No deductible applies to this Coverage Extension.

L. The following is added to Paragraph E., Deductible of FARM PROPERTY — OTHER FARM PROVISIONS FORM — ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS.

Deductible Removed for Cab Glass in Machinery and Equipment

No deductible applies to cab glass in machinery and equipment covered under Coverage E – Scheduled Farm Personal Property, or Coverage F – Unscheduled Farm Personal Property.

M. The following replaces Paragraphs A. Private
Power and Light Poles of SECTION II —
COVERAGE EXTENSIONS of the FARM
PROPERTY — BARNS, OUTBUILDINGS AND
OTHER FARM STRUCTURES COVERAGE
FORM.

A. Private Power and Light Poles

We will pay up to \$2,500 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, caused by a Special Cause of Loss. Attachments include attached switch boxes, fuseboxes, and other electrical equipment mounted on poles you own at the "insured location". The \$2,500 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 \$2.500 Limit described above.

N. The following replaces Paragraphs B.1., New Construction of SECTION II – COVERAGE EXTENSIONS of the FARM PROPERTY – BARNS, OUTBUILDINGS AND OTHER FARM STRUCTURES.

B. New Construction

- 1. We will pay up to \$250,000 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.
- O. The following is added to Paragraph B. Extra Expense of SECTION III ADDITIONAL COVERGES of the FARM PROPERTY FARM PERSONAL PROPERTY COVERAGE FORM and Paragraph A. Extra Expense of SECTION III ADDITIONAL COVERGES of the FARM PROPERTY BARNS, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

Extra Expense

We will pay up to \$5,000, as a Limit of Insurance for Extra Expense Coverage, for 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.

If a specific limit of insurance is shown in the Declarations for Extra Expense, the Limits of Insurance shown for this coverage will be in addition to the \$5,000 Limit described.

- P. The following replaces Exclusion e. in Paragraph 1. of SECTION D. Covered Causes Of Loss – Special of the CAUSES OF LOSS FORM – FARM PROPERTY.
 - 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. This limitation does not apply to Coverage A Dwellings or Coverage B Other Private Structures Appurtenant To Dwellings or Coverage G Barns, Outbuildings and Other Farm Structures;

- Q. The following replaces Paragraph 3., Damage To Property Removed For Safekeeping of SECTION A. Additional Coverages of the FARM PROPERTY OTHER FARM PROVISIONS FORM ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
 - 3. Damage To Property Removed For Safekeeping

We will pay for loss to Covered Property damaged by any cause during or up to 60 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 Covered Property being removed.

R. The following replaces Paragraph 4., Fire Department Service Charge of SECTION A. Additional Coverages of the FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

4. Fire Department Service Charge

a. 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. b. We will 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. However, the most we will pay under this Additional Coverage, is \$7,500.

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.

S. The following replaces Paragraph 3., Liberalization of the GENERAL CONDITIONS of the FARM PROPERTY — OTHER FARM PROVISIONS FORM — ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS.

3. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium, 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. This condition is effective upon the approval of such broader coverage in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST— HOUSEHOLD PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

The Valuation Loss Condition in paragraph **B. Coverage C Conditions** under Coverage **C** – Household Personal Property, is deleted and replaced by the following:

VALUATION

In the event of loss or damage under Coverage **C** we will determine the value of Covered Property on the basis of replacement cost without deduction for depreciation, subject to the following:

- **a.** We will determine the value of the following kinds of property on the basis of actual cash value as of time of loss up to an amount no greater than the cost to repair or replace:
 - (1) Antiques, fine arts, paintings, and similar irreplaceable rare or antique articles;
 - (2) Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value;
 - (3) Articles not maintained in good or workable condition; and
 - (4) Articles that are outdated or obsolete and are stored or not used.

- **b.** The most we will pay in any one occurrence is the least of:
 - (1) The amount actually and necessarily spent to repair or replace the Covered Property;
 - (2) 400% of the actual cash value of the Covered Property as of the time of loss; or
 - (3) The applicable special Limit of Insurance shown in paragraph A.3. under Coverage C – Household Personal Property.
- c. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than \$500, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY FRAUD EXPENSE COVERAGE

This endorsement modifies insurance provided by the following:

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

The following is added to Section **III – Additional Coverages** in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

IDENTITY FRAUD EXPENSE

1. Coverage

We will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any one "identity fraud" discovered during the policy period.

Any act or series of acts committed by any one person or group of persons acting in concert or in which any one person or group of persons is concerned or implicated is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

2. Definitions

With respect only to the coverage provided by this endorsement, the following definitions are added to Paragraph **C. Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

- a. "Expenses" means:
 - (1) Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
 - (2) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
 - (3) Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, or to complete fraud affidavits, or due to wrongful incarceration arising solely from someone else having committed a crime in the insured's name.

- up to a maximum payment of \$1000 per week for a maximum period of five weeks. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal of the "insured".
- (4) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- **(5)** Reasonable attorney fees incurred, with our prior consent, for:
 - (a) Defense of lawsuits brought against the "insured" by merchants, financial institutions or their collection agencies,
 - **(b)** The removal of any criminal or civil judgments wrongly entered against an "insured", and
 - **(c)** Challenging the accuracy or completeness of any information in a consumer credit report.
- (6) Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".
- (7) Costs for daycare and eldercare incurred by an "insured" solely as a direct result of any one "identity fraud".
- b. "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an "insured" with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

3. Exclusions

The following additional exclusions apply to this coverage:

We will not pay for "expenses" incurred by an "insured" as the result of any "identity fraud":

- a. Arising out of:
 - (1) An "insured's" farming operations; or
 - (2) A business;
- **b.** Due to any fraudulent, dishonest or criminal act by an "insured" or any person acting in concert with an "insured", whether acting alone or in collusion with others.

4. Deductible

No deductible applies to "identity fraud" coverage.

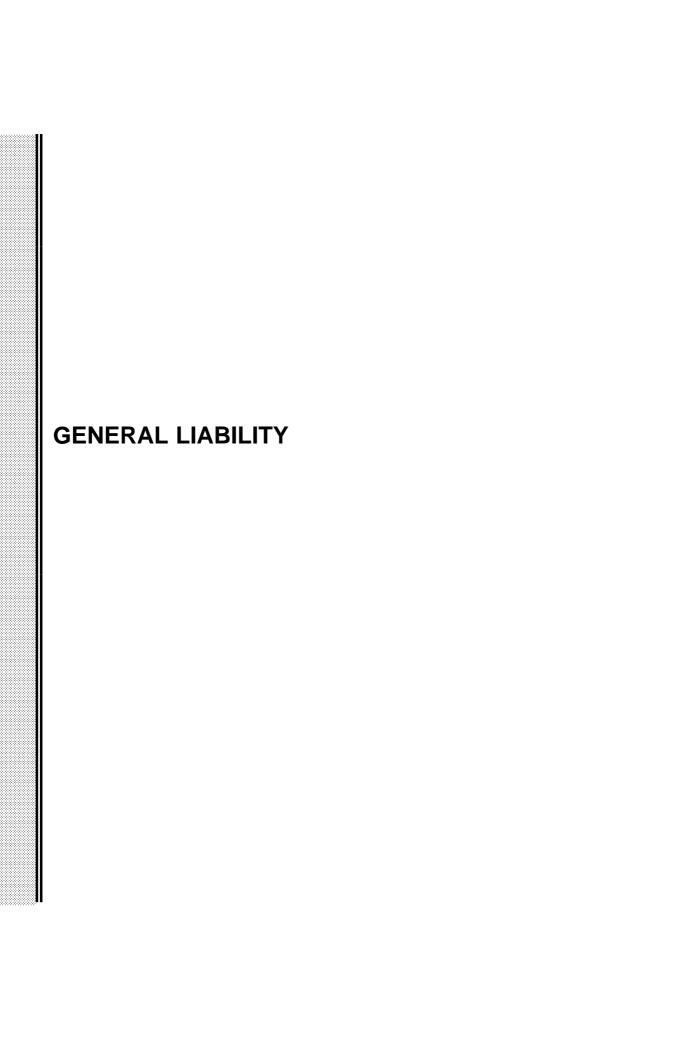
5. Additional Condition

With respect only to the coverage provided by this endorsement, the following is added to Paragraph a. of Loss Condition 3. Duties In the Event Of Loss Or Damage under B. Farm Property Conditions in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions:

Send us receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

	GENERAL LIABILITY	



COMMERCIAL GENERAL LIABILITY ISSUE DATE: 06-22-17

POLICY NUMBER: 715-6J237453-TIL-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

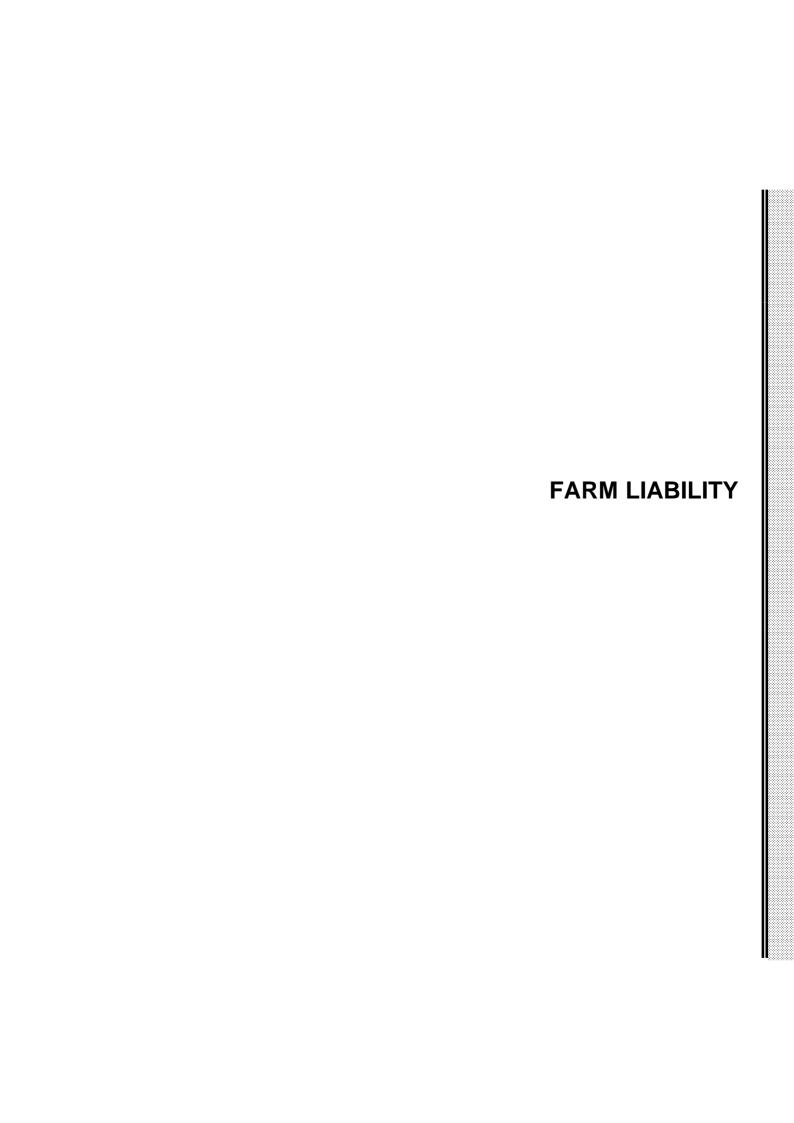
SCHEDULE

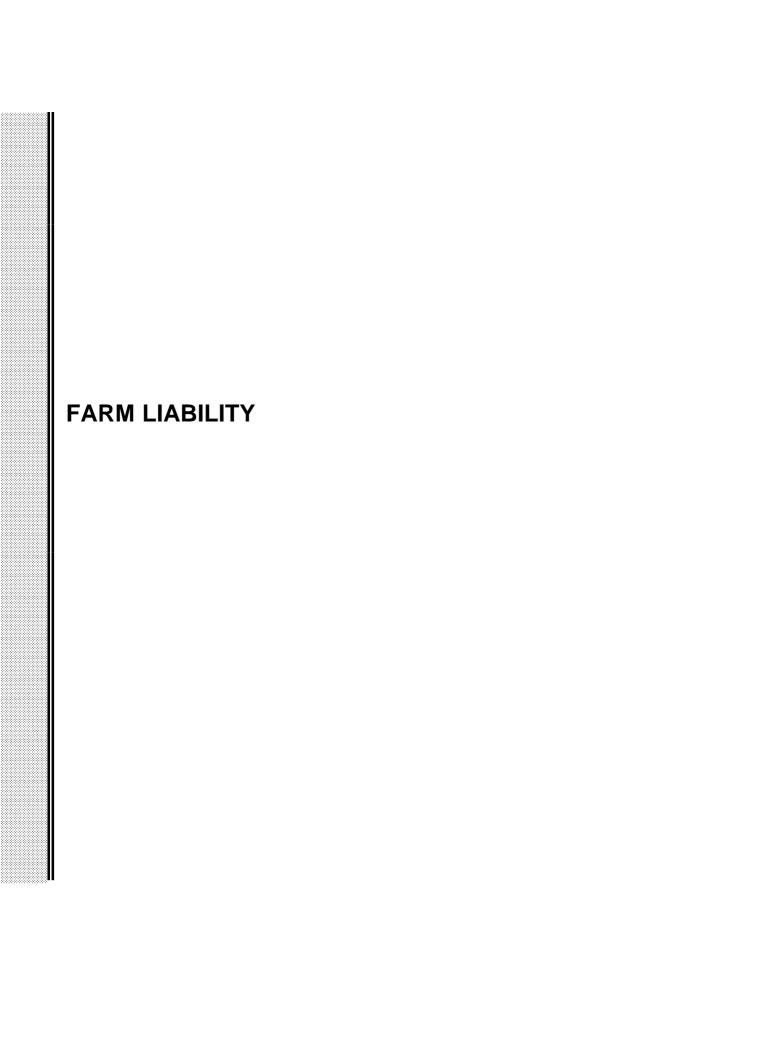
Name of Additional Insured Person(s) or Organization(s):

SANGRE DE CRISTO ELECTRIC

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





1000 EACH "OCCURRENCE" LIMIT



FARM LIABILITY POLICY NO.: 715-6J237453-TIL-17

COVERAGE PART DECLARATIONS ISSUE DATE: 06-22-17

DECLARATIONS PERIOD: From 06-15-17 to 061518 12:01 A.M. Standard Time at your mailing

address shown in the Common Policy Declarations.

The Farm Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

Farm Liability Coverage Form FL 00 20

Form of Business: LLC

AND INDIVIDUAL

COVERAGES PROVIDED LIMITS OF INSURANCE

COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
COVERAGE I — PERSONAL AND ADVERTISING INJURY LIABILITY	\$ 2,000,000 GENERAL AGGREGATE LIMIT
COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 1,000,000 EACH "OCCURRENCE" LIMIT
COVERAGE I — PERSONAL AND ADVERTISING INJURY LIABILITY	\$ 1,000,000
COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY FIRE DAMAGE LIMIT	\$ 100,000 ANY ONE FIRE
COVERAGE J - MEDICAL PAYMENTS	\$ 5,000 ANY ONE PERSON LIMIT

\$

CUSTOM FARMING

OF OTHERS

Receipts from "farming" operations performed by the "insured," if greater than \$5,000.

RESIDENCE EMPLOYEES

Number of "residence employees" in excess of two:

ADDITIONAL COVERAGE — DAMAGE TO PROPERTY

FARM PREMISES RENTED TO OTHERS

Number of Farm Premises Rented to Others:

FL T0 02 01 07 Page 1 of 1

FARM LIABILITY COMMERCIAL GENERAL LIABILITY DECLARATIONS PREMIUM SCHEDULE

POLICY NO.: 715-6J237453-TIL-17 **ISSUE DATE:** 06-22-17

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

This Schedule applies to the Declarations for the period of 06-15-17 to 06-15-18 . It shows all of your known rating classes as of the effective date. This includes all locations you own, rent or occupy.

OPERATION NO.	CLASS DESCRIPTION/ CODE NO.	SUBLINE		PREMIUM BASE/ EXPOSURE	RATES	 VANCE EMIUM
001	Type 3 Farm Owner Operated > 160 to 500 03618	337	U -	1	373.128	\$ 373
002	Add'l Farm Premises Maintained 01418	337	U -	1	116.514	117
003	Add'l Insureds - Partner or co-owner 05135	337	U -	1	109.420	109
004	Add'l Residence Rented to Others w/ occ 05118	337	U -	1	54.114	54
	Fire Damage Increased Limits Flat Charge					50

Premium Base Legend:

Premium Base	How Rates apply	Premium Base	How Rates apply
a = area	per 1000 sq. feet	m =admissions	per 1000 of admissions
c = cost	per 1000 of total cost	p = payroll	per 1000 of payroll
e = event on premises	per event	s = gross sales	per 1000 of gross sales
h = show day	per show day	t =	
i = additional insured	per additional insured	u =units	per unit

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM PREMISES - NEWLY ACQUIRED LOCATIONS

This endorsement modifies insurance provided under the following:

BASIC FARM PREMISES LIABILITY ENDORSEMENT FARM LIABILITY COVERAGE FORM PERSONAL LIABILITY ENDORSEMENT

 The following is added to the definition of "farm premises" in the **DEFINITIONS** Section of the **BASIC FARM PREMISES LIABILITY EN-DORSEMENT** and the **PERSONAL LIABILITY ENDORSEMENT**, if either endorsement is part of your policy:

"Farm premises" also includes the following, provided they are not used or held for rental or for business purposes other than "farming":

(1) Any farm location (including its grounds and private approaches) that a Named Insured acquires during the present annual policy period, including any such location that is owned by, rented to, leased to or occupied by a Named Insured; and

- (2) Land, owned by or rented to an insured, on which a building or structure is being constructed for use of an insured in "farming" operations.
- 2. The following replaces Paragraph i. of the definition of "insured location" in the DEFINITIONS Section of the FARM LIABILITY COVERAGE FORM, if that coverage form is part of your policy:
 - i. Any farm premises (including its grounds and private approaches) that a Named Insured acquires during the present annual policy period, including any such premises that is owned by, rented to, leased to or occupied by a Named Insured.

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;

I. 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 "resi-

dence 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, communi-

cating 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

- 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:

- 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 tricycle, 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:

- 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

- "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 super-

vision 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 com-

- pany) 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 coemployee; 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:
- 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":
- 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 semitrailer:
 - (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 dam-

age", "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.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

- **1.** Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
- Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
- Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM PERSONAL LIABILITY ENDORSEMENT

- **A.** The following exclusion is added to:
 - Paragraph 2. Exclusions of Section I Coverage H Bodily Injury And Property Damage Liability in the Farm Liability Coverage Form; and
 - Paragraph A.2. Exclusions of Coverage A Bodily Injury And Property Damage Liability in the Personal Liability Endorsement:

WAR

"Bodily injury" or "property damage", 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. 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:

WAR

"Personal injury" or "advertising injury", 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 govern-

- ment, sovereign or other authority using military personnel or other agents; or
- Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- C. Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage J – Medical Payments in the Farm Liability Coverage Form does not apply. Medical payments due to war are now subject to Exclusion f. of Paragraph 2. Exclusions of Section I – Coverage J – Medical Payments since "bodily injury" arising out of war is now excluded under Coverage H.
- D. The following exclusion is added to Paragraph
 B.2. Exclusions of Coverage B Personal Injury Liability in the Personal Liability Endorsement:

WAR

"Personal injury", 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.

AMENDMENT OF COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

- A. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT
 - The following is added to Exclusion a.(5), Contractual Liability, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:

This exclusion also does not apply to liability for damages because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" will be deemed to be damages because of "personal injury", provided that:

- (1) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed by you in the same "insured contract"; and
- (2) 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:
- 2. The following replaces the third sentence of Paragraph 1.b. of ADDITIONAL COVERAG-ES:

Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **H** – Bodily Injury And Property Damage Liability or Paragraph **2.a.(5)** of Section **I** – Coverage **I** – Personal and Advertising Injury Liability, such payments will not be deemed to be damages

- because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.
- The following replaces Paragraph e. of the definition of "insured contract" in SECTION IV - DEFINITIONS:
 - 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", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- B. ADDITION OF ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFOR-MATION EXCLUSION

The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:

Access Or Disclosure Of Confidential Or Personal Information

"Personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- C. AMENDMENT OF OTHER EXCLUSIONS
 - The following replaces Exclusion a.(2), Material Published With Knowledge Of Falsity, in Paragraph 2. of SECTION I COVERAGES COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:
 - (2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction

of the "insured" with knowledge of its falsity:

- 2. The following replaces Exclusion a.(3), Material Published Prior To Policy Period, in Paragraph 2. of SECTION I COVERAGES COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:
 - (3) Material Published Prior To Policy Period

Arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period;

The following exclusion is added to Paragraph 2.a. of SECTION I – COVERAGES – COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:

Intellectual Property

Arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (a) Copyright;
- (b) Patent;
- (c) Trade dress;
- (d) Trade name;
- (e) Trademark;
- (f) Trade secret; or
- (g) Other intellectual property rights or laws.

This exclusion does not apply to:

- (a) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (b) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".
- 4. The following replaces Exclusion c.(1), Breach Of Contract, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:
 - (1) Breach Of Contract

A breach of contract.

- The following replaces Exclusion c.(4), Business Of Advertising, Broadcasting, Publishing Or Telecasting, in Paragraph 2. of SECTION I COVERAGES COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:
 - (4) Insureds In Media And Internet Type Businesses

An offense committed by an "insured" whose "business" is:

- (a) Advertising, "broadcasting" or publishing;
- **(b)** Designing or determining content of web-sites for others; or
- **(c)** An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (a) Creating and producing correspondence written in the conduct of your "business", bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the "business" of publishing; and
- (b) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the "business" of advertising, "broadcasting" or publishing;
- 6. The following exclusion is added to Paragraph 2.c. of SECTION I COVERAGES COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:

Material Used Prior To Policy Period

Infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

- 7. The following replaces Paragraph (2) of Exclusion d., Pollution-Related Loss, Cost Or Expense, in Paragraph 2. of SECTION I COVERAGES COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:
 - (2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, con-

taining, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

D. DEFINITIONS

The following replaces the definition of "advertising injury" in SECTION IV – DEFINITIONS:

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - **(b)** Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- **b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
- The following replaces the definition of "personal injury" in SECTION IV – DEFINITIONS:

"Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises:

- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - **(b)** Unreasonably places a person in a false light.
- **b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
- 3. The following is added to **SECTION IV – DEFINITIONS**:

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- **b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - **(3)** Advertising transmitted with any of such programming.

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:

FARM

- (1) Any person or organization, other than you; or
- (2) Any "business", or any of the premises, goods, products, services or

work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED FARM LIABILITY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

- The following replaces Paragraph (2) of Exclusion b., Contractual Liability, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE H BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed by you 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;
- The following replaces the beginning of Paragraph 1.b., and Paragraphs 1.b.(1), (2), (3), (4) and (5), of ADDITIONAL COVERAGES of SECTION I COVERAGES:
 - b. If we defend you against a "suit" and your "indemnitee" is also named as a party to the "suit", we will have the right and duty to defend that "indemnitee" if all of the following conditions are met:
 - (1) The "suit" against the "indemnitee" seeks damages for which you have 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 you;
- (3) The obligation to defend, or the cost of the defense of, that "indemnitee" has also been assumed by you in the same "insured contract":
- (4) The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the "indemnitee":
- (5) You and the "indemnitee" 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 you and the "indemnitee"; and
- The following replaces the last sentence of Paragraph 1.b. of ADDITIONAL COVERAGES of SECTION I – COVERAGES:

Our obligation to defend your "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.
- **4.** The following replaces the definition of "indemnitee" in **SECTION IV DEFINITIONS**:
 - 10. "Indemnitee" means a person or organization whose liability for payment of damages because of "bodily injury", "property damage", or "personal injury" covered under this Coverage Form has been assumed by you under an "insured contract".

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.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. Coverage H – Bodily Injury And Property Damage Liability

Under **2. Exclusions**, Exclusion **c. Pollution**, the following is added to the exceptions to Subparagraph **(1)(a)**:

- (iii) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:
 - i. Is set by the "insured" on the "insured location"; and
 - ii. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
 - **iii.** Is not set in violation of an ordinance or law.
- **B.** Chemical Drift Liability Coverage is added to the Farm Liability Coverage Form as Coverage **M**, as described and limited in Paragraph **1.** through Paragraph **5.** below.

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages for physical injury to crops or animals if:
 - (1) The injury was caused by discharge, dispersal, release or escape into the air, from the "insured location", of the chemicals, liquids or gases that the "insured" has used in normal and usual agricultural operations; and
 - (2) The chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from 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 of 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".

- b. We will have the right and duty to defend the "insured" against any "suit" seeking damages for covered physical injury. However, we will have no duty to defend the "insured" against any "suit" seeking damages for physical injury 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 below in Paragraph 3., Aggregate Limit Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Chemical Drift Liability Coverage.

As used in this endorsement the term "suit" means a civil proceeding in which damages because of physical injury to which this insurance applies are alleged.

"Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
- c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Subitem a. of Item 1. Supplementary

Payments of the Additional Coverages in the Farm Liability Coverage Form.

2. Exclusions

Chemical Drift Liability Coverage does not apply to:

- **a.** 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, 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.

- **b.** Physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law.
- **c.** Physical injury to crops or animals expected or intended from the standpoint of the "insured".
- d. 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:
 - (1) 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
 - (2) 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.

- **e.** Physical injury to crops or animals you own, rent or borrow.
- **3. Aggregate Limit Of Insurance** for Chemical Drift Liability Coverage: \$25,000
 - a. Our total liability for Coverage M, Chemical Drift Liability Coverage, is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for Coverage M in the Declarations.
 - b. The stated Aggregate Limit of Insurance 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, 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 Aggregate Limit of Insurance.
 - **c.** Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in

Paragraph **b.** above, regardless of the number of:

- (1) "Occurrences";
- (2) "Insureds";
- (3) Claims made or "suits" brought; or
- **(4)** Persons or organizations making claims or bringing "suits".
- **4.** Section **III** Farm Liability Conditions of the Farm Liability Coverage Form applies to Chemical Drift Liability Coverage.
- 5. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in Section IV Definitions of the Farm Liability Coverage Form, unless otherwise defined in this endorsement

FARM

POLICY NUMBER: 715-6J237453-TIL-17

ISSUE DATE: 06-22-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL RESIDENCE RENTED TO OTHERS

This endorsement modifies insurance provided under the following: FARM LIABILITY COVERAGE FORM

	SCHEDULE*
Description of Residence:	BUNK HOUSE
Location of Residence:	18101 MOUNTAIN VIEW
Number of Families:	BUENA VISTA, CO 81211 01
Description of Residence:	
Location of Residence:	
Number of Families:	
Description of Residence:	
Location of Residence:	
Number of Families:	
	overage H – Bodily Injury and Property Damage Liability, and Coverage J – Medicale(s) listed in the Schedule is included in the meaning of "insured location".
B. Exclusion 2.l.(2) of Co Schedule.	overage H (Section I) does not apply with respect to the residence(s) listed in the

^{*} Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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:
 - 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:
 - 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.

EXCLUSION – ALL POLLUTION INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

Under Section I – Coverages, Coverage H – Bodily Injury and Property Damage Liability, paragraph 2.c. is replaced by the following:

2. Exclusions

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 from equipment used to heat that building; 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 "in-

- sured'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":
- (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";
- (f) Which arises out of "your work" or the work or operations of any contractors or subcontractors who work or worked directly on your behalf; or
- (g) Which arises out of "your product".
- (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".

FARM

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.

LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

- Injury, damage or loss might be covered by this
 policy and also by other policies issued to you
 by us or any affiliate. When these other policies
 contain a provision similar to this one, the
 amount we will pay is limited. The maximum
- that we will pay under all such policies combined is the highest limit that applies in any one of these policies.
- 2. This does not apply to any policy with a policy number containing the letters CUP, EX, or XS.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- **b.** Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

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EXCLUSION – MOLD

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

- A. This insurance does not apply to:
 - 1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened presence of mold at any premises, site or location on which any "insured" or any contractors or sub-contractors working directly or indirectly on any "insured's" behalf are or were performing operations if the operations are or were to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of mold. This includes:
 - (a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the operations described above; and
 - **(b)** Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

- **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 mold; 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 mold.
- **B.** As used in this exclusion, the term "mold" includes but is not limited to fungi, mold, mildew, or their spores, mycotoxins, volatile organic compounds (scents) or by-products.

EXCLUSION – UNSOLICITED COMMUNICATION – FARM LIABILITY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

PROVISIONS

The following replaces Exclusion z., Distribution
Of Material In Violation Of Statutes, in Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE H BODILY INJURY AND
PROPERTY DAMAGE LIABILITY:

Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

The following replaces Exclusion a.(7), Distribution Of Material In Violation Of Statutes, in Paragraph 2., Exclusions, of SECTION I –

COVERAGES – COVERAGE I PERSONAL AND ADVERTISING INJURY LIABILITY:

Unsolicited Communication

Arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

3. The following is added to SECTION IV – DEFINITIONS:

"Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE H BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

FUNGI OR BACTERIA EXCLUSION – LIABILITY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. The following is added to Paragraph 2., Exclusions of Section I, Coverage H – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" and "property damage" that 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.
- b. 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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following is added to Paragraph 2., Exclusions of Section I, Coverage I – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Personal injury" that would not have taken place, 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.
- b. 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.
- **C.** The following is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

- With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
- 2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- 1. Any trade or economic sanction under any law or regulation of the United States of America; or
- **2.** Any other applicable trade or economic sanction, prohibition or restriction.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART FARM COVERAGE PART

- A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense, rental value or action of civil authority.
- **B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other mi-

- croorganism that induces or is capable of inducing physical distress, illness or disease.
- **C.** With respect to any 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 that would otherwise be excluded under this Coverage Part or Policy.

NUCLEAR HAZARD, WAR, MILITARY ACTION AND PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSIONS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART DELUXE PROPERTY COVERAGE PART FARM COVERAGE PART

A. The Nuclear Hazard Exclusion is replaced by the following Exclusion. With respect to any form, endorsement or coverage to which the Nuclear Hazard Exclusion does not apply, that Exclusion is hereby added as follows:

NUCLEAR HAZARD

- We will not pay for loss or damage caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination, however caused. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- With respect only to direct physical loss or damage to Covered Property occurring within the states of:

Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, Texas, Virginia, Washington, West Virginia, Wisconsin

the following exception to this Nuclear Hazard Exclusion applies under all Coverage Parts to which this endorsement applies, except the Boiler and Machinery Coverage Part:

If nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire. However, this exception 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.

In the event of loss or damage under this exception for fire, the value of the lost or damaged Covered Property will be determined at actual cash value at the time of loss, without allowance for any increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of the property.

- 3. With respect to any activity that comes within the terms of the War And Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War And Military Action Exclusion supersedes this Nuclear Hazard Exclusion.
- **B.** The War And Military Action Exclusion is replaced by the following Exclusion. With respect to any Coverage Form to which the War And Military Action Exclusion does not apply, that Exclusion is hereby added as follows.

WAR AND MILITARY ACTION EXCLUSION

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.

- 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

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authority in hindering or defending against any of these.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

With respect to any action that comes within the terms of this exclusion and involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials that comes within the terms of the Pathogenic Or Poisonous Biological Or Chemical Materials Exclusion in Section C. of this endorsement, this War And Military Action Exclusion supersedes the Pathogenic Or Poisonous Biological Or Chemical Materials Exclusion.

C. The following exclusion is added:

PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

- We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, however caused. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- With respect only to direct physical loss or damage to Covered Property occurring within the states of:

Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, Texas, Virginia, Washington, West Virginia, Wisconsin

the following exception to this Pathogenic Or Poisonous Biological Or Chemical Materials Exclusion applies under all Coverage Parts to which this endorsement applies, except the Boiler and Machinery Coverage Part:

If the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials results in fire, we will pay for the loss or damage caused by that fire.

However, this exception 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.

In the event of loss or damage under this exception for fire, the value of the lost or damaged Covered Property will be determined at actual cash value at the time of loss, without allowance for any increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of the property.

- **3.** This exclusion does not apply when both **3.a.** and **3.b.** below apply:
 - a. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto:
 - (1) The described premises, with your consent, for use in your business operations at the described premises; or
 - (2) Any premises, other than the described premises, by others for use in conducting their valid business operations at such premises;

and

b. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations or property of any nature;

but all other exclusions in this Coverage Part continue to apply.

4. With respect to any action that comes within the terms of the War And Military Action Exclusion and involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials that comes within the terms of this Pathogenic Or Poisonous Biological Or Chemical Materials Exclusion, the War And Military Action Exclusion supersedes this Pathogenic Or Poisonous Biological Or Chemical Materials Exclusion

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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 selfsupporting chain reaction or to contain a critical mass of fissionable material.

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

COLORADO CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. The term "spouse" is replaced by the following: Spouse or party to a civil union recognized under Colorado law.
- **B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:

"Family member" means a person related to:

- The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
- 2. The individual named in the Schedule by blood, adoption, marriage or civil union rec-

- ognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage Broadened Coverage For Named Individuals endorsement is attached.
- C. With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 - "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of your household, including a ward or foster child.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

EQUIPMENT BREAKDOWN COVERAGE PART

FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL

COVERAGES, CONDITIONS, DEFINITIONS

FARM COVERAGE PART - LIVESTOCK COVERAGE FORM

FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND

EQUIPMENT COVERAGE FORM

The **CONCEALMENT**, **MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

- **1.** Concealment or misrepresentation of a material fact; or
- 2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE 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

EQUIPMENT BREAKDOWN COVERAGE PART

FARM COVERAGE PART

FARM UMBRELLA LIABILITY POLICY

LIQUOR LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- **A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. If this policy has been in effect for less than 60 days, 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
 - 30 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:
 - 7. Cancellation Of Policies In Effect For 60 Days Or More
 - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance: or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- **C.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

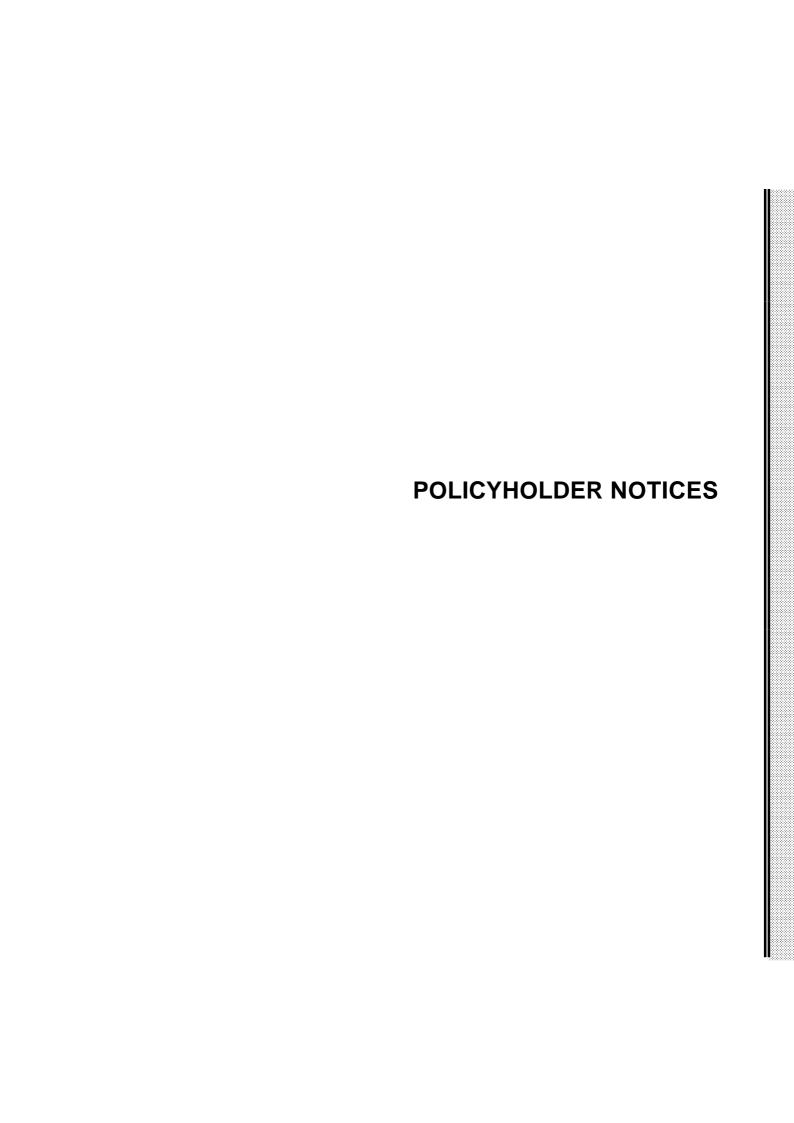
We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

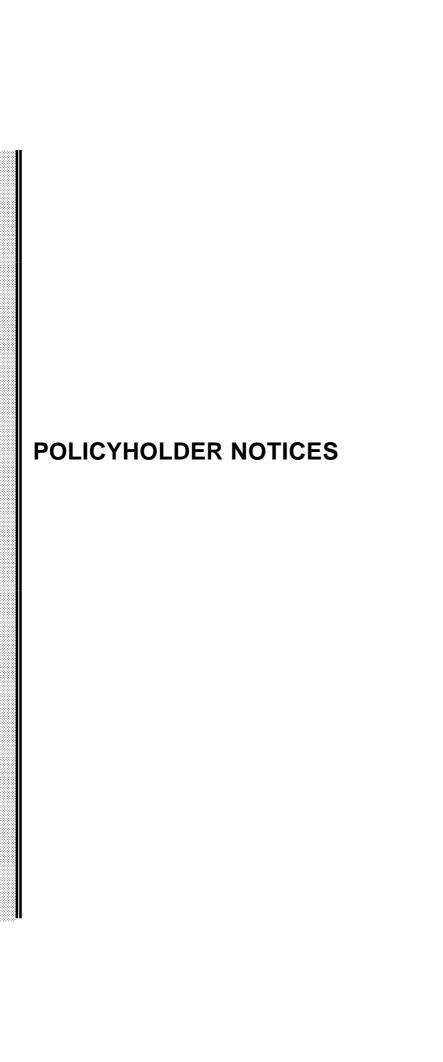
Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;

- **2.** A false statement knowingly made by the insured on the application for insurance; or
- 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.





IMPORTANT NOTICE TO POLICYHOLDERS RESTRICTION OF COVERAGE

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS IN YOUR POLICY. YOU SHOULD READ YOUR POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

PLEASE READ THIS NOTICE CAREFULLY.

IL T3 65 05 02 - Nuclear Hazard, War, Military Action and Pathogenic or Poisonous Biological or Chemical Materials Exclusions

When this endorsement is attached to your policy, the following changes apply. These changes modify insurance provided under the Boiler and Machinery, Commercial Inland Marine, Commercial Property, Deluxe Property and Farm Coverage Parts:

Under the Nuclear Hazard exclusion, coverage for loss or damage caused by resulting fire is restricted. If nuclear reaction or radiation, or radioactive contamination, results in fire, all loss or damage caused by the resulting fire is excluded except direct physical loss or damage by the fire to covered property located in the following states:

Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, Texas, Virginia, Washington, West Virginia, Wisconsin

Under this exception for fire, loss or damage to the covered property is valued on an actual cash value basis, without allowance for any increased cost attributable to enforcement of any ordinance or law regulating the construction use or repair of the property. Since the previous exclusion in the Boiler and Machinery Coverage Part did not include any coverage for resulting fire, this fire exception does not apply to that Coverage Part.

- The War and Military Action exclusion is amended to apply to all coverage forms.
- A Pathogenic or Poisonous Biological or Chemical Materials exclusion is added. Under this exclusion:
 - No coverage is provided for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release, escape or application of pathogenic or poisonous biological or chemical materials, however caused, unless:
 - The materials are normally kept at or brought onto your premises, with your consent, for use in your business operations or are normally kept at or brought onto others' premises for use in conducting their valid business operations; and
 - The discharge, dispersal, seepage, migration, release, escape or application of such materials is accidental and not the result of a willful or malicious act.
 - If an excluded discharge, dispersal, seepage, migration, release, escape or application of pathogenic or
 poisonous biological or chemical materials results in fire, all loss or damage caused by the resulting fire is
 excluded except direct physical loss or damage by the fire to covered property located in the following
 states:

Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, Texas, Virginia, Washington, West Virginia, Wisconsin

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Under this exception for fire, loss or damage to the covered property is valued on an actual cash value basis, without allowance for any increased cost attributable to enforcement of any ordinance or law regulating the construction use or repair of the property. This fire exception does not apply to the Boiler and Machinery Coverage Part.

 A statement is added to the end of the War and Military Action exclusion to make it clear that the War and Military Action exclusion will govern when any action that comes within the terms of that exclusion involves nuclear reaction or radiation, or radioactive contamination, or involves a discharge, dispersal, seepage, migration, release, escape or application of pathogenic or poisonous biological or chemical materials. This is a clarification, not a change in intent. Similar corresponding statements are also contained under the Nuclear Hazard and Pathogenic or Poisonous Biological or Chemical Materials exclusions.

If you have any questions about your insurance program, please contact your agent.

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IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

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POLICYHOLDER NOTICE – ASBESTOS

Asbestos has long been a difficult problem for society as a whole and the insurance industry in particular. As a consequence, we are attaching an asbestos exclusion to your policy.

If you have questions about your insurance program, please contact your agent or local representative.

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