

**A Service of
MISSOURI FARM BUREAU**

**PROTECTOR
INSURANCE
POLICY**



FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI
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**FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI
TOWN & COUNTRY PROTECTOR POLICY AND OPTIONS**

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

3
4 CU 1060 (01/09)

5
6 **GENERAL AGREEMENTS**
7

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

11
12 The Information Page(s) identifies the insured persons, property insured, amounts of
13 insurance, the level of protection and valuation methods which apply, the deductible(s),
14 and any optional coverage or policy endorsements which apply.

15
16 **We**, the Farm Bureau Town & Country Insurance Company of Missouri, agree to insure
17 **you** according to the terms of this policy based:

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

21 If any of these statements are untrue or materially inaccurate, **we** will not provide
22 coverage under this policy.

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

26
27 **You** agree, by acceptance of this policy, that:

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

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

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

40
41 **DEFINED WORDS**

42 **WHICH ARE USED IN SEVERAL PARTS OF THE POLICY**
43

44 Throughout this policy, **you** and **your** mean the named insured. **We**, **our**, and **us** refer to
45 Farm Bureau Town and Country Insurance Company of Missouri or **our** representatives.
46 Defined words and terms will be printed in **bold type** throughout the policy.

47
48 **Blanket** – means all **farm personal property** owned by any **insured** except **indi-**
49 **vidually identified** or excluded within the Coverage E form or schedule.

50 **Bodily injury** – means physical harm to the body, sickness, or disease, including
51 death that results, except that **bodily injury** does not include any sexually transmitted
52 disease.

53 **Business** – means:

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

67 **Business** does not mean:

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

74 **Custom Farming** – means farm work done by any **insured** for others in exchange for
75 cash or commodity remuneration. **Custom Farming** does not include exchange labor.

76 **Dwelling** – means the house, duplex, apartment, condominium, townhouse, mobile
77 home, manufactured home, or modular home identified on the Information Page(s).

78 **Farming** – means the ownership, maintenance, or use of the **insured premises** for the
79 production of **farm products**. **Farming** includes operation of roadside stands where
80 the main products sold are the **insured's** own **farm products**.

81 **Farm Employee** – means any person who works for any **insured** whose duties are in
82 connection with the **farming** of the **insured premises**. It does not include any **insured**
83 or relative of any **insured** living on the **insured premises**, nor any employee while
84 engaged in any **business** activity.

85 **Farm Personal Property** – means **livestock**, **machinery**, and **grain and feed** owned
86 by any **insured** while being used for personal or **farming** purposes. It does not include
87 any property which is attached to the land or any permanent structure. A gator, mule,
88 or other similar slow-moving utility-type vehicle or lawn or garden tractor used solely to
89 service the **residence premises** is considered Coverage C – Personal Property.

90 **Farm Products** – means crops, **livestock**, eggs, bulk milk, nursery stock, vegetables,
91 and fruits raised or grown on the **insured premises**. It does not include any product
92 which has been processed from its original form into another product.

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

97 **Grain and Feed** – means:

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

103 The following are covered only when **individually identified**: grain under government
104 loan or seal, grain or feed held for resale, grain or feed not owned by any **insured**, and
105 other crops or plants.

106 **Individually Identified** – means **farm personal property** which is separately described

107 on the Coverage E schedule on the Information Page. This includes **machinery**
108 purchased by any **insured** as a replacement for an item listed on the schedule.

109 **Insured** – means **you** and the following residents of **your** household:

- 110 1. **Your** relatives.
- 111 2. Any other person under the age of 21 who is in the legal care of the
112 named **insured**.
- 113 3. If the Information Page(s) lists Option L – Farm Liability, **insured**
114 also includes any **Farm Employee** while acting within the course
115 and scope of employment in **your farming** operation.

116 If **you** die, the person having proper legal custody of covered property replaces
117 **you** as the named insured. This applies only to insurance on covered property
118 and legal liability arising out of that property. If **you** die, any person who is an
119 **insured** continues to be an **insured** while residing on the **insured premises**.

120 **Insured premises** – means:

- 121 1. The described location:
122 If **you** own or rent the **dwelling** described on the Information Page(s), the
123 **insured premises** are that **dwelling** and related real property at that location.
- 124 2. For Personal Liability and Medical Payments Coverages only,
125 **insured premises** also include:
 - 126 (a) Other premises listed on the Information Page(s).
 - 127 (b) The part of any residential premises **you** acquire or which is
128 being built for **your** occupancy during the current
129 policy period until the renewal date of the policy.
 - 130 (c) Individual or family cemetery lots and burial vaults.
 - 131 (d) The part of any residential premises not owned by any
132 **insured**, while any **insured** is temporarily residing there;
133 this includes residences of any **insured** while
134 attending school.
 - 135 (e) Sidewalks, driveways, approaches, and access ways
136 immediately adjoining the **insured premises**, excluding
137 public roads and public lakes, streams, rivers, creeks, or
138 other public waterways.
 - 139 (f) Vacant land (without dwelling or other structure[s]) provided
140 the **insured** does not own more than 40 such acres.

141 If the Information Page(s) lists Option L – Farm Liability, **insured premises**
142 also include:

- 143 3. All premises **you** lease or rent for **farming** purposes when located
144 in the state of Missouri. **You** must contact **us** to provide coverage for
145 rented or leased land located outside the state of Missouri.
- 146 4. The part of any **farming** premises **you** acquire or which is being built
147 for **your farming** operation during the current policy period until the
148 renewal date of the policy.

149 **Livestock** – means:

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

153 **Machinery** – means:

- 154 1. Tractors, combines, corn pickers, cotton pickers, and similar self-
155 propelled **machinery** and their attachments designed and principally
156 used for **farming** purposes on the **insured premises**.
- 157 2. Hay balers, mowers, rakes, forage harvesters, drills, seeders, cultiva-
158 tors, plows, disks, harrows, wagons, and similar implements designed
159 and principally used for **farming** purposes on any **insured premises**.

- 160 3. Irrigation equipment, portable pumps and motors, portable augers.
- 161 4. Farm chemicals, including herbicides, pesticides, fungicides, and
- 162 fertilizers.
- 163 5. Farm records and supplies, including gas, diesel fuel, oils, and lubricants.
- 164 6. Other miscellaneous farm equipment, including tools, saddles and
- 165 tack, machines, and supplies.
- 166 7. Other machinery and equipment designed for **business** use while
- 167 used in **farming**, but only when **individually identified**.
- 168 8. Portable structures, including portable feeders, fencing materials,
- 169 and portable corrals.
- 170 9. Building materials for use in **farming**.

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

174 **Motor vehicle** – means:

- 175 1. A motorized land vehicle designed for travel on public roads.
- 176 2. A motorized land vehicle subject to motor vehicle registration.
- 177 3. A trailer or semi-trailer designed for travel on public roads.
- 178 4. A trailer or semi-trailer subject to motor vehicle registration. A boat,
- 179 camper, home, or utility trailer not being towed or carried on a vehicle
- 180 included in (1.) or (2.) is not a **motor vehicle**. A utility trailer is any
- 181 trailer that may be used for more than one use.
- 182 5. A motorized golf cart, snowmobile, or other motorized land vehicle
- 183 owned or used by any **insured** and designed for recreational use off
- 184 public roads, while off an **insured premises**. A motorized golf cart
- 185 while used for golfing purposes is not a **motor vehicle**.
- 186 6. A motorized bicycle, motor-tricycle, motorcycle, go cart, dune buggy,
- 187 moped, motor scooter, mini-bike, utility bike, pocket rocket, or all-terrain
- 188 vehicle owned or used by any **insured** while off an **insured premises**.
- 189 7. A motorized mini-truck, mini-car, mini-utility vehicle or similar vehicle,
- 190 whose operation or use is prohibited on public roads in the United States,
- 191 while operated or used by any **insured** off an **insured premises**.

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

194 **Occurrence** – means an unintended accident that happens abruptly that causes **bodily**
 195 **injury** or **property damage**.

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

198 **Residence employee** – means an employee of the named **insured** whose duties are
 199 connected to the maintenance of the **dwelling** described on the Information Page(s)
 200 and related real property at that location. It also includes a **farm employee** if the
 201 Information Page(s) lists Option L – Farm Liability. A **residence employee** does not
 202 include persons while performing duties for the **business** of the named **insured**.

203 **Residence premises** – means a one- or two-family **dwelling**, other structures and
 204 grounds which are shown on the Information Page(s) and designated as Owner
 205 Occupied.

SECTION I COVERAGE A – DWELLING

210 This policy provides coverage for the described **dwelling** only if Dwelling is shown on
 211 the Information Page(s) and a premium is listed for the **dwelling**.

213 **We cover:**

- 214 1. The described **dwelling** and permanently attached fixtures, decks,
215 porches, carports, garages, mailboxes, awnings, and wall-to-wall
216 carpeting.
- 217 2. Permanently installed outdoor equipment on **your insured premises**
218 which provides service to **your dwelling** for heating, cooling, supplying
219 water or electricity, lighting, or cooking. But, this does not include any
220 equipment which **you** do not own.
- 221 3. Construction materials on **your insured premises** intended for use in
222 connection with the repair, remodeling, or renovation of **your dwelling**
223 when the materials are located on **your insured premises**.
- 224 4. Headstones and tombstones owned by the named **insured** whether or
225 not attached to realty.
- 226 5. The stove, dishwasher, and refrigerator if the **dwelling** is rented or
227 held for rental.

228 **We do not cover:**

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

253 **COVERAGE B – OTHER STRUCTURES**

254 This policy provides coverage for the described other structures only if Other Structures is
255 shown on the Information Page(s) and a premium is listed for the Other Structures.

258 **We do not cover:**

- 259 1. Removal and disposal of debris, except as provided in Supplementary
260 Coverages.
- 261 2. Fire Department charges, except as provided in Supplementary Coverages.
- 262 3. Renters Building Additions and Alterations, except as provided in Supplementary
263 Coverages.
- 264 4. Condominium Owners Additions and Alterations, except as provided in
265 Supplementary Coverages.

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

268

269

COVERAGE C – PERSONAL PROPERTY

270

271 This policy provides coverage for personal property only if Personal Property is shown
272 on the Information Page(s) and a premium is listed for Personal Property.

273 **We** cover personal property owned by any **insured**.

274

LIMITATIONS ON PERSONAL PROPERTY COVERAGE

275

276
277 These limitations do not increase the amount of insurance for Coverage C. Each limit
278 below is the total limit per **occurrence** for all property in that category:

- 279 1. For personal property away from the **residence premises**, **we** will
280 pay up to a maximum 10% of the amount of insurance shown under
281 Coverage C in the Information Page(s). This limitation does not apply
282 to personal property in a newly acquired principal residence for the
283 thirty (30) days immediately after **you** begin to move property there.
- 284 2. \$200 on money, money orders, bank notes, bullion, gold other than
285 goldware, silver other than silverware, platinum, coins, precious
286 metals, or loss through acceptance of counterfeit money.
- 287 3. \$1,000 on securities, stamps, tickets, accounts, deeds, evidence of
288 debt, passports, manuscripts, unpublished works, and other valuable
289 papers, drafts, cashiers checks, travelers checks, certified checks,
290 official checks, checks, certificates of deposit, and notes other than
291 bank notes including negotiable orders of withdrawal.
- 292 4. \$1,000 per item, maximum of \$3,000, on jewelry, watches, precious
293 and semi-precious stones, gems, and furs.
- 294 5. \$1,000 on watercraft, including their trailers, equipment, accessories,
295 and outboard motor(s).
- 296 6. \$1,000 on trailers not used with watercraft, including but not limited to
297 utility, camping, and recreation trailers.
- 298 7. \$1,000 per item, maximum of \$3,000, for loss by theft of firearms,
299 including their parts and accessories.
- 300 8. \$2,000 on fishing rods, reels, lures, tackle boxes, and fishing accesso-
301 ries for loss by theft.
- 302 9. \$2,000 on hunting and archery equipment and accessories, excluding
303 firearms and accessories, for loss by theft.
- 304 10. \$2,500 due to the theft of credit card or fund transfer card or loss due
305 to check forgery.
- 306 11. \$500 per structure, maximum \$1,500, for portable structures **you** own
307 while on or off the **insured premises**.
- 308 12. \$500 for property of domestic employees while on the **insured prem-
309 ises**.
- 310 13. \$2,500 for loss by theft of silverware, goldware, china, or crystal.
- 311 14. \$2,000 for loss by theft of musical instruments.
- 312 15. \$500 on collector cards.
- 313 16. \$500 on comic books.
- 314 17. \$500 on parts and accessories for **motor vehicle(s)** which are not
315 attached to a **motor vehicle**.

316

317

318

PERSONAL PROPERTY NOT COVERED

- 319
320
321 **We do not cover with respect to Coverage C:**
322 1. Property covered by any scheduled insurance whether in this policy
323 or any other policy.
324 2. Animals, birds, insects, or fish.
325 3. **Motor vehicles**, including but not limited to their attached parts or
326 supplies, camper shells, and slide-in campers.
327 4. Motorcycles, motor-tricycles, dune buggies, mini-utility vehicles, or
328 off road vehicles.
329 5. Any type of aircraft, glider, or balloon, including their parts and equip-
330 ment, except model airplanes.
331 6. Outdoor radio or TV or satellite antenna, satellite dish, or similar
332 equipment used to transmit or receive audio or video signals, includ-
333 ing their lead-in wiring, accessories, mast, and tower, except as pro-
334 vided in Supplementary Coverages.
335 7. Any device, accessories, or antennas designed for reproducing,
336 detecting, receiving, transmitting, recording, or playing back data,
337 radar, sound, or picture (or any film, tape, wire, record, or other
338 medium designed for use with such device) which may be operated
339 from the electrical system of a **motor vehicle** or watercraft while in
340 or on that **motor vehicle** or watercraft.
341 8. **Business** property, meaning any property which is currently used in
342 or owned by any **business you** are connected with, except as pro-
343 vided in Supplementary Coverages.
344 9. Trees, Plants, Shrubs, Fences, and Lawn, except as provided in
345 Supplementary Coverages.
346 10. Above-ground pools, hot tubs, or spas unless specifically listed
347 on the Information Page(s) under Coverage B or as provided in
348 Supplementary Coverages.
349 11. **Farm Personal Property**, except as provided in Coverage E.
350 12. Personal property specifically or categorically listed in the section
351 entitled "Limitations on Personal Property Coverage" above, except
352 to the extent of the limit stated in that section.
353 13. Personal property specifically or categorically listed in any option or
354 endorsement to this policy, except to the extent of the limit stated in
355 that option or endorsement.
356 14. Removal and disposal of debris, except as provided in Supplementary
357 Coverages.
358 15. Fire Department charges, except as provided in Supplementary
359 Coverages.
360 16. Renters Building Additions and Alterations, except as provided in
361 Supplementary Coverages.
362 17. Condominium Owners Additions and Alterations, except as provided
363 in Supplementary Coverages.
364 18. Refrigerated food loss as a result of power interruption, except as
365 provided in Supplementary Coverages.
366
367
368

COVERAGE D – EXTRA EXPENSE

- 369 This policy provides coverage for Extra Expense only if Extra Expense is shown on the
370 Information Page(s) and a premium is listed for Extra Expense.
371 The amount of insurance for Coverage D is the actual extra expense up to the limit

372 shown on the Information Page(s), incurred within twelve (12) months of the covered
373 loss for all the following coverages. This twelve (12) month period of time is not limited
374 by expiration of this policy.

375 1. Additional Living Expense. If a loss covered under Section I makes the
376 **insured premises** uninhabitable, **we** cover any necessary and reasonable
377 increase in living expenses incurred by **you** so that **your** household can
378 maintain its normal standard of living. Payment will be for:

379 a. The shortest time it should take to repair or replace the
380 premises, or

381 b. If **you** permanently relocate, the shortest time required for
382 **your** household to settle elsewhere.

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

385 2. Fair Rental Value. If a loss covered under Section I makes that part
386 of the **insured premises** rented to others or held for rental by **you**
387 uninhabitable, **we** cover its Fair Rental Value. **We** will not pay the Fair
388 Rental Value for any **dwelling** or that portion of a **dwelling** held for
389 rental if it has not been inhabited within 180 days prior to the loss. **We**
390 will pay for the shortest time needed to repair or replace the part of the
391 premises rented or held for rental. Fair Rental Value will not include
392 any expense that does not continue while that part of the **insured**
393 **premises** rented or held for rental is uninhabitable. No **insured** will
394 be entitled to payment under Additional Living Expense and Fair
395 Rental Value for the same element of loss under extra expense.

396 3. Prohibited Use. A civil authority may forbid use of the **insured prem-**
397 **ises** as a result of direct damage to neighboring premises by a Peril
398 Insured Against in this policy. If so, **we** will cover resulting extra ex-
399 pense loss up to two weeks during which use is prohibited.

400 **We** do not cover loss or expense due to cancellation of a lease or agreement.
401

402 **We** do not cover Additional Living Expenses or Fair Rental Value for loss due to **fungi**
403 **or mold**, except as provided in Supplementary Coverages – Section I.
404

405

406 **COVERAGE E – FARM PERSONAL PROPERTY**

407

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

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

412 1. The **individually identified** property shown on the Coverage E
413 Schedule on the Information Page(s), and

414 2. **Blanket** property but only to the extent that the total amount of insur-
415 ance shown for Coverage E on the Information Page(s) exceeds the
416 cumulative amount of insurance for all **individually identified** prop-
417 erty owned by any **insured**. This includes **machinery** leased to the
418 **insured** under a written agreement.

419 Perils insured against with respect to Coverage E:

420 1. **Livestock** are covered for Level One Protection, plus the following:

421 a. Electrocution of **livestock** from artificially generated electrical
422 current.

423 b. Collision, Upset, and Overturn of a **motor vehicle** or
424 **machinery**.

- 425 2. **Machinery** is covered for Level Three Protection, subject to the follow-
426 ing limitations: Collision, Upset, and Overturn are not covered perils.
427 3. **Grain and Feed** are covered for Level Three Protection as shown in the policy.
428

429 **LIMITATIONS ON CERTAIN FARM PERSONAL PROPERTY**

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

- 433 1. \$3,000 per head of cattle; \$1,000 per head of cattle under one year
434 old including embryos at the time of loss.
435 2. \$2,000 per head for horses; \$1,000 per head for horses under one
436 year old including embryos at the time of loss.
437 3. \$1,000 per head on all other **livestock**, including embryos.
438 4. \$500 per portable structure or portable feeder, or all fencing materials
439 or portable corral.
440 5. \$2,000 on farm records, including cost of their reproduction.
441 6. \$5,000 per stack of hay, straw, or fodder. A stack is all hay, straw,
442 or fodder not in a structure and not separated by at least 100 feet of
443 clear space.
444 7. \$5,000 per **occurrence** for cotton, whether in pickers, bales, wagons,
445 trailers, or modules.
446

447 **PROPERTY NOT COVERED**

448
449 **We** do not cover with respect to Coverage E:

- 450 1. **Livestock** while:
451 a. In transit by common carrier or carrier for hire.
452 b. In a slaughter house, packing plant, public yard, public sale
453 barn, or public sale yard.
454 2. **Machinery**:
455 a. While beyond a 100-mile radius of the **insured premises**
456 when used in **custom farming**.
457 b. While being used in any **business**, tractor pull, or similar
458 race or contest.
459 c. Attached to structures or land, including equipment attached
460 to chicken, broiler, or laying poultry houses, hog confinement,
461 nursery or farrowing houses, or dairy barns.
462 d. Alcohol stills, cotton gin equipment, logging, forestry or saw-
463 mill equipment, or quarry equipment.
464 3. **Motor vehicles**, watercraft, or aircraft, including their equipment
465 and supplies.
466 4. **Grain and Feed**:
467 a. While in transit by common carrier or a carrier for hire.
468 b. While stored or being processed in public elevators or ware-
469 houses, seed houses, drying plants, and manufacturing plants.
470 c. While in the open, including while in a temporary or make-
471 shift structure; however, **grain and feed** in the open is
472 covered against loss by fire only.
473 5. That property which is specifically excluded in this form or in the
474 Coverage E schedule shown on the Information Page(s).
475 6. Motorcycles, motor-tricycles, dune buggies, mini-utility vehicles, or off
476 road vehicles, whether on or off premises.
477 7. **Farm personal property** specifically or categorically listed in the section

- 478 entitled "Limitations on Certain Farm Personal Property Coverage"
479 above, except to the extent of the limit stated in that section.
- 480 8. **Farm personal property** specifically or categorically listed in any option
481 or endorsement to this policy, except to the extent of the limit stated in
482 that option or endorsement.
 - 483 9. Removal and disposal of debris, except as provided in Supplementary
484 Coverages.
 - 485 10. Fire Department charges, except as provided in Supplementary
486 Coverages.
 - 487 11. Renters Building Additions and Alterations, except as provided in
488 Supplementary Coverages.
 - 489 12. Condominium Owners Additions and Alterations, except as provided
490 in Supplementary Coverages.
 - 491 13. Refrigerated food loss as a result of power interruption, except as
492 provided in Supplementary Coverages.
- 493

494 SUPPLEMENTARY COVERAGES – SECTION I

495
496 **We** provide the following Supplementary Coverages. None of these increase any
497 amount of insurance stated in this policy. Each coverage is subject to this policy's
498 deductible, except where otherwise stated.

- 499 1. Emergency Removal: **We** pay for loss to covered property while
500 removed from the **insured premises** to prevent damage by loss
501 which would be covered by this policy. Such property is covered
502 against sudden, accidental, and direct loss not specifically excluded
503 under this policy, for a period up to thirty (30) days.
- 504 2. Debris Removal: **We** pay reasonable and necessary expense incurred
505 by **you** for the removal of debris of covered property following an
506 insured loss not to exceed an amount equal to 10% of the coverage
507 involved. This coverage does not extend to fees or expenses **you**
508 incur for the tearing off, or tearing out, or other costs associated with
509 the demolition of the remains of covered property.
- 510 3. Fire Department Service Charge: **We** will pay up to \$500 for **your**
511 obligation assumed by contract or agreement for fire department
512 charges incurred to save or protect covered property against sudden,
513 accidental, and direct loss not specifically excluded under this policy.
514 No deductible applies to this coverage.
- 515 4. Trees, Plants, Shrubs, Fences, and Lawn: **We** will pay up to 5% of the
516 Coverage A or C amount, whichever is greater, for sudden, accidental
517 and direct loss to trees, plants, shrubs, fences, and lawn caused by fire,
518 lightning, explosion, riot, civil commotion, vandalism or malicious mis-
519 chief, theft, aircraft, or vehicles not owned or operated by any **insured**.
520 **We** will not pay:
 - 521 a. More than \$500 on any one tree, shrub, or plant.
 - 522 b. For trees, shrubs, plants, or sod grown for **business** purposes.
 - 523 c. If the trees, plants, shrubs, fences, and lawn are located
524 more than 250 feet from the **dwelling** on the **insured**
525 **premises**.
- 526 5. Renters Building Additions and Alterations: This coverage applies
527 only if **you** are not the owner of the residence. **We** will cover fixtures,
528 alterations, installations, or additions that **you** have added to that
529 portion of the residence used exclusively by **you**, and that **you** would
530 be responsible for if there was a loss. The most **we** will pay is \$1,000.

- 531 The same Level of Protection and Settlement and Valuation method
532 apply to this Supplementary Coverage as the Information Page(s)
533 shows for Coverage C.
- 534 6. Condominium Owners Additions and Alterations: **We** will cover,
535 for an amount not greater than \$1,000, unit owner's additions,
536 alterations, fixtures, or installations made to the part of the **dwelling**
537 within the unfinished interior surfaces of the perimeter walls, floors,
538 and ceilings of **your** condominium unit. The same Level of Protection
539 and Settlement and Valuation method apply to this Supplementary
540 Coverage as the Information Page(s) shows for Coverage C.
- 541 7. Outdoor Antennas: **We** pay up to \$500 per occurrence for loss
542 caused by a Level One Peril of outdoor radio or TV or satellite anten-
543 nas, satellite dishes, or similar equipment used to transmit or receive
544 audio or video signals, including their lead-in wiring, accessories,
545 masts, and towers. The same Settlement and Valuation method
546 applies to this Supplementary Coverage as the Information Page(s)
547 shows for Coverage A, or Coverage C, if Coverage A is not listed.
- 548 8. **Business** Property: If Coverage C – Personal Property is shown on
549 the Information Page(s) **we** will pay up to \$2,500 per **occurrence**
550 for property used in **business**, or held for resale, but only while the
551 **business** property is on the **insured premises**. The same Level
552 of Protection and Settlement and Valuation method apply to this
553 Supplementary Coverage as the Information Page(s) shows for
554 Coverage C.
- 555 9. Refrigerated Food: If Coverage C – Personal Property is shown on
556 the Information Page(s) **we** will pay up to \$500 per **occurrence** for
557 loss of food under refrigeration as a result of power interruption. The
558 same Level of Protection and Settlement and Valuation method apply
559 to this Supplementary Coverage as the Information Page(s) shows
560 for Coverage C. A \$25 deductible applies to this Supplementary
561 Coverage.
- 562 10. Pools, Hot tubs and Spas: If Coverage C – Personal Property is
563 shown on the Information Page(s) **we** will pay up to \$5,000 per
564 **occurrence** for loss to above-ground pools, hot tubs, and spas,
565 and for the fixtures, equipment, machinery, and decking pertaining
566 to the operation, service, or use of those items. This is the most
567 **we** will pay regardless of the number of items covered. The same
568 Level of Protection and Settlement and Valuation method applies to
569 this Supplementary Coverage as the Information Page(s) shows for
570 Coverage C.
- 571 11. If a loss caused by a Peril Insured Against under Section I results in
572 **fungi or mold**, other microbes, or rot, **we** will pay for:
- 573 a. Remediation of the **fungi or mold**, other microbes, or rot.
574 This includes payment for the reasonable and necessary
575 cost incurred to:
- 576 (1) Remove the **fungi or mold**, other microbes, or rot from
577 covered property or to repair, restore, or replace that
578 property; and
- 579 (2) Tear out and replace any part of the building as needed to
580 gain access to the **fungi or mold**, other microbes, or rot.
- 581 b. Any reasonable and necessary increase in living expense
582 **you** incur so that **your** household can maintain its normal
583 standard of living if the **fungi or mold**, other microbes, or

584 rot makes the **residence premises** not fit to live in. **We** do
585 not cover loss or expense due to cancellation of a lease or
586 agreement.
587 c. Any reasonable and necessary testing or monitoring of air
588 or property to confirm the absence, presence, or level of the
589 **fungi or mold**, other microbes, or rot, whether performed
590 prior to, during, or after removal, repair, restoration, or
591 replacement. The cost of such testing will be provided only
592 to the extent that there is a reason to believe that there is
593 the presence of **fungi or mold**, other microbes, or rot.

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

- 595 a. The covered loss and **fungi or mold**, or bacteria occurs
596 during the policy period;
597 b. All reasonable means were used to save and preserve the
598 property at the time of and after the covered loss; and
599 c. **We** receive prompt notice of the covered cause of loss that is
600 alleged to have resulted in **fungi or mold**, other microbes, or rot.
601

602 The most we will pay under this supplementary coverage is \$5,000.

603 These Supplementary Coverages – Section I are the most **we** will pay for the
604 total of all loss or costs regardless of the number of locations or items of
605 property insured under this policy or the number of losses or claims made.
606

607 This is not additional insurance and does not increase the limit of liability that
608 applies to the damaged property.
609

610 SUPPLEMENTARY COVERAGES APPLICABLE TO COVERAGE E

611
612 These additional supplementary coverages apply to **your** policy only when the amount
613 of insurance for Coverage E is \$25,000 or more. They do not increase the amount of
614 insurance for Coverage E shown on the Information Page(s).
615

616
617 Except as stated in this section, they are subject to all policy provisions, including but
618 not limited to, the Coverage E deductible, Level of Protection, Limitations on Certain
619 Property, and co-insurance requirement.

- 620 12. Borrowed **Machinery**: **We** cover **machinery** which **you** or any
621 **insured** borrows or rents for use in the operation of **your** farm. This
622 does not include **machinery** used for **business** purposes or **custom**
623 **farming**.

624 The most **we** will pay is 50% of the total amount of insurance for
625 Coverage E or \$25,000, whichever is less. **We** will not pay for any
626 borrowed machinery in which any **insured** has an ownership, lease,
627 or lien holder interest.

628 This coverage is excess over any other insurance available to the
629 owner of the borrowed **machinery**.

- 630 13. Co-Insurance Waiver for Newly Purchased **Machinery**: When the
631 policy includes **machinery** on a **blanket basis**, **we** also cover newly
632 purchased **machinery**. Within thirty (30) days of the purchase date,
633 **we** will use only the **Market Value** of the new **machinery** which
634 exceeds \$50,000 in determining the co-insurance requirement for any
635 covered loss. After the thirty (30) days has expired, the full **Market**
636 **Value** will be used.

637 14. Farm Extra Expense: **We** will pay up to \$2,000 per **occurrence** to
638 cover reasonable extra expense actually incurred by the **insured** to
639 continue normal **farming** operations which are interrupted because
640 of a covered loss.

641 **We** will not pay more than the **Market Value** of **individually identified**
642 property, including the amount of extra expense incurred. The co-
643 insurance requirement does not apply to this coverage.

644 15. Power Interruption: **We** will pay up to \$2,000 per **occurrence** for loss
645 to frozen semen and embryos, to refrigerated bulk milk, to refriger-
646 ated **farm products** when covered by this policy when the loss is the
647 result of power outage, including leakage of cooling agent, causing
648 heating or cooling failure. This does not include loss resulting from
649 accidental disconnection of an electrical cord, negligence in the
650 operation of any **machinery**, or failure to make a reasonable attempt
651 to reduce the loss.

652 **PERILS INSURED AGAINST – SECTION I**

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

657 **LEVEL ONE PROTECTION**

660 If **you** have Level One Protection, **we** only cover loss caused by the following perils,
661 subject to the limitations included within the perils listed below and the General
662 Exclusions:

663 1. Fire.
664 This peril does not include fire loss caused by vandalism or malicious
665 mischief to property on the **insured premises** if the **dwelling** has
666 been vacant or unoccupied for more than thirty (30) consecutive days
667 immediately before the loss. For the purpose of this peril, a **dwelling**
668 under construction is not considered vacant or unoccupied.

670 2. Lightning.

671 3. Windstorm or hail.

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

678 4. Explosion.

679 5. Riot or civil commotion.

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

681 7. Vehicles.

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

684 8. Smoke means sudden, accidental, and direct damage from smoke.

685 This peril does not include loss caused by smoke from any solid fuel
686 burning device or from agricultural or industrial operations.

687 9. Vandalism or malicious mischief.

688 Upon discovery, **you** must notify local law enforcement within 24 hours
689 for coverage to apply.

690 This peril does not include loss to property on the **insured premises**
691 if the **dwelling** has been vacant or unoccupied for more than thirty
692 (30) consecutive days immediately before the loss. For the purpose
693 of this peril, a **dwelling** under construction is not considered vacant
694 or unoccupied.

695 10. Theft.

696 Upon discovery, **you** must notify local law enforcement within 24 hours
697 for coverage to apply.

698 11. Breakage of glass or safety glazing material which is part of a **dwelling**
699 or other structure, storm door, or storm window.

700 This peril does not include loss on the **insured premises** if the **dwelling**
701 has been vacant or unoccupied for more than thirty (30) consecutive
702 days immediately before the loss. For the purpose of this peril, a
703 **dwelling** under construction is not considered vacant or unoccupied.
704

705 LEVEL TWO PROTECTION

706
707 If **you** have Level Two Protection, **we** provide that coverage set forth under Level
708 One Protection above, and **we** also cover loss caused by the following additional
709 perils, subject to the limitations included within the perils listed below and the General
710 Exclusions:

711
712 12. Falling objects. This peril does not include loss to the inside of a **dwelling**
713 or other structure or property contained in the **dwelling** or other
714 structure unless the roof or an outside wall of the **dwelling** or other
715 structure is first damaged by a falling object. Damage to the falling
716 object itself is not covered.

717 13. Weight of ice, snow, or sleet, which causes damage to a **dwelling** or
718 other structure or property contained in the **dwelling** or other structure.
719 This peril does not include loss to an awning, fence, patio, pavement,
720 swimming pool, foundation, retaining wall, bulkhead, pier, wharf, or dock.

721 14. Accidental discharge or overflow of water or steam from within a
722 plumbing, heating, air conditioning, or automatic fire protective
723 sprinkler system, or from within a household appliance. If the loss is
724 not otherwise excluded, **we** will also pay for tearing out and replacing
725 any part of the **dwelling** or other structure on the **insured premises**
726 necessary to repair the system or appliance from which the water or
727 steam escaped. This peril does not include loss:

728 a. To a **dwelling** or other structure caused by continuous or
729 repeated seepage or leakage of water or steam from a:

730 (1) Heating, air conditioning, or automatic fire protective
731 sprinkler system;

732 (2) Household appliance; or

733 (3) Plumbing system, including from, within or around any
734 shower stall, shower bath, tub installation, hot tub, spa,
735 whirlpool, or other plumbing fixture, including their walls,
736 ceilings, or floors which occurs over a period of time and
737 results in deterioration, rust, **fungi or mold**, or wet or dry
738 rot; or

739 b. On the **insured premises** if the **dwelling** has been vacant for
740 more than thirty (30) consecutive days immediately before the
741 loss. For the purposes of this coverage only, a **dwelling** under
742 construction is not considered vacant.

- 743 c. To the system or appliance from which the water or steam
744 escaped.
- 745 d. Caused by or resulting from freezing, except as provided in peril
746 number (16.).
- 747 e. On the **insured premises** caused by accidental discharge or
748 overflow which occurs off the **insured premises**, or
- 749 f. Caused by backup of any sewer or drain.
- 750 15. Sudden, accidental, and direct tearing apart, cracking, burning, or
751 bulging of a steam or water heating system, an air conditioning or
752 automatic fire protective sprinkler system, or an appliance for heating
753 water. This peril does not include loss caused by or resulting from
754 freezing except as provided in peril number (16).
- 755 16. Freezing of a plumbing, heating, air conditioning, or automatic fire
756 protective sprinkler system, or of a household appliance. This peril
757 does not include loss on the **insured premises** while the **dwelling** is
758 vacant, unoccupied, or under construction unless **you** have:
- 759 a. Maintained heat in the **dwelling** or other structure, or
760 b. Shut off the liquid supply and drained the system and appliances
761 of liquid.
- 762 17. Sudden, accidental, and direct damage from artificially generated
763 electrical current.
- 764 18. Collapse. **We** will cover loss or damage to covered property caused by
765 the collapse of a **dwelling** or other structure at the **insured premises**.
766 This peril does not include damage to any of the following unless the
767 damage is the direct result of the **dwelling** or other structure collapse:
768 retaining walls, foundation walls, swimming pools, piers, wharves,
769 docks, patios, walks, roadways and other paved surfaces, or awnings
770 or yard fixtures. Nor does it include damage caused by settling,
771 cracking, bulging, shrinking, or expansion of pavement, foundation,
772 wall, floor, roof, or ceiling unless the damage is the direct result of the
773 **dwelling** or other structure collapse.

774 LEVEL THREE PROTECTION

775 **We** cover all sudden, accidental, and direct loss to property insured under Level Three
776 Protection as shown on the Information Page(s). This protection is subject to the
777 General Exclusions.

778 GENERAL EXCLUSIONS – APPLICABLE TO ALL LEVELS OF PROTECTION

779 **We** will not pay for loss or damage that is directly or indirectly caused by, arising out
780 of, contributed to, or aggravated by any of the following causes of loss. Such loss
781 or damage is excluded regardless of any other causes or events that contribute con-
782 currently or in any other sequence to the loss.

- 783 1. Wear and tear, including tire puncture for **farm personal property**
784 under Coverage E – Farm Personal Property;
- 785 2. Marring or scratching;
- 786 3. Deterioration;
- 787 4. Inherent vice;
- 788 5. Latent or inherent defect;
- 789 6. Mechanical breakdown;
- 790 7. Rust;

- 796 8. **Fungi or mold**, except as provided in Supplementary Coverages;
797 9. Wet or dry rot;
798 10. Contamination;
799 11. Actual, alleged, or threatened discharge, dispersal, seepage, migration,
800 release, exposure to, or escape of asbestos, lead paint, lead, pollut-
801 ants, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals,
802 liquids or gases, waste materials or other irritants, contaminants, or
803 pollutants, or other toxic materials or substances, whether gradual or
804 sudden.
805 12. Smog;
806 13. Smoke from agricultural or industrial operations;
807 14. Settling, cracking, shrinkage, bulging, or expansion of pavement,
808 patios, foundations, walls, floors, ceilings, chimneys, fences, decks,
809 driveways, carports, or swimming pools;
810 15. Birds, vermin, rodents, insects, or domestic or wild animals.
811 16. Vandalism and malicious mischief or breakage of glass and safety
812 glazing:
813 a. If the **dwelling** or other structure has been vacant or unoccupied
814 for more than thirty (30) consecutive days immediately preceding
815 the loss. For the purpose of this coverage only, a **dwelling** or
816 other structure under construction is not considered vacant.
817 b. If committed by a tenant of the **dwelling**.
818 17. To a loss:
819 a. To a **dwelling** or other structure caused by continuous or
820 repeated seepage or leakage of water or steam from a:
821 (1) Heating, air conditioning or automatic fire protective sprinkler
822 system;
823 (2) Household appliance; or
824 (3) Plumbing system, including from, within, or around any
825 shower stall, shower bath, tub installation, hot tub, spa,
826 whirlpool, or other plumbing fixture, including their walls,
827 ceilings, or floors which occurs over a period of time and
828 results in deterioration, rust, **fungi or mold**, or wet or dry rot;
829 or
830 b. To the system or appliance from which the water or steam
831 escaped.
832 c. Caused by or resulting from freezing, except as provided in
833 general exclusion number (18.).
834 d. On the **insured premises** caused by accidental discharge or
835 overflow which occurs off the **insured premises**, or
836 e. Caused by backup of any sewer or drain.
837 18. Freezing of plumbing, heating, or air-conditioning systems or domestic
838 appliances including hot tubs, spas, or whirlpools, or by discharge,
839 leakage, or overflow from the system or appliance while the **dwelling**
840 or other structure is vacant or unoccupied unless **you** have:
841 a. Maintained heat in the **dwelling** or other structure, or
842 b. Shut off the liquid supply and drained the system or domestic
843 appliance.
844 19. Freezing, thawing, pressure, or weight of water, ice, sleet, or snow
845 whether driven by wind or not, to pavement, patios, foundations,
846 walls, floors, ceilings, chimneys, fences, decks, driveways, carports,
847 or swimming pools, bulkhead, pier, wharf, or dock.
848 20. Ordinance or law, meaning enforcement of any ordinance or law

- 849 regulating the construction, maintenance, repair, or demolition of a
850 **dwelling** or other structure, unless specifically provided under this
851 policy. **We** will cover loss caused by actions of civil authorities to
852 prevent the spread of a fire caused by an insured peril or with respect
853 to glass replacement with safety glazing when required by law. **We**
854 do not cover under Coverage E – Farm Personal Property seizure
855 of, destruction of, damage to, or quarantine of any **farm personal**
856 **property** by any government, public, or local authority.
- 857 21. Earthquake, including land shock waves or tremors before, during, or
858 after an earthquake.
- 859 22. Earth movement, including but not limited to sinking, rising, shifting,
860 expanding, contracting, settling, subsidence, collapse, and bulging,
861 either caused naturally or by manmade forces.
- 862 23. Water damage, meaning:
- 863 a. Flood, waves, tidal water, overflow of a body of water, or surface
864 water from any cause. **We** do not cover spray from any of these,
865 whether or not driven by wind.
- 866 b. Water or sewage from any source which backs up through
867 sewers or drains, or which overflows from a sump, or
- 868 c. Regardless of its source, water below the surface of the ground.
869 This includes water which exerts pressure on or flows, seeps, or
870 leaks through any part of a **dwelling** or other structure, sidewalk,
871 driveway, or swimming pool.
- 872 24. Power interruption, meaning the interruption of power or other
873 utility service, if the interruption takes place away from the **insured**
874 **premises**. This does not apply to supplemental coverage applicable
875 to Coverage E – Farm Personal Property. If a peril insured against
876 occurs on the **insured premises**, **we** will pay only for loss caused by
877 that peril.
- 878 25. Neglect of any **insured** to use all reasonable means to protect covered
879 property at and after the time of loss or when property is threatened by
880 an insured peril.
- 881 26. War (declared or undeclared), civil war, insurrection, rebellion, revolu-
882 tion, or discharge of a nuclear weapon or device, even if accidental.
- 883 27. Nuclear hazard, meaning nuclear reaction, radiation, radioactive
884 contamination, or any consequence of any of these.
- 885 28. Intentional losses, meaning any loss or damage that is intentionally
886 caused by any **insured**, or at the direction of, or with the permission of
887 any **insured**, whether sane or insane, unless payment of any such loss
888 is otherwise mandated under 375.1312 RSMO regarding a claim of any
889 innocent coinsured. Payment of any loss required by law shall be limited
890 to the amount mandated by 375.1312 RSMO.
- 891 29. Theft:
- 892 a. When committed by, or at the direction of, any **insured**, the
893 husband, wife, child, or relative of any **insured**, any **farm**
894 **employee** or any resident of the **insured premises**;
- 895 b. Of tools, unattached materials, or unattached supplies for use
896 in the construction, repair, addition, remodel, renovation, or
897 rehabilitation of any building or building component until the
898 **dwelling** or other structure is finished and occupied;
- 899 c. From that part of an **insured premises** rented from any **insured**
900 to other than any **insured**; or
- 901 d. When it occurs off the **insured premises** of:

- 902 (1) Property while at any building owned, rented, or occupied by
903 any **insured**, except while any **insured** is temporarily living
904 there. Property of a student who is an **insured** is covered
905 while at a residence away from the **insured premises** if the
906 student has been there at any time during the forty-five (45)
907 days immediately before the loss.
908 (2) Watercraft and its furnishings, equipment, and outboard
909 motors, or
910 (3) Trailers and campers of any type, including their parts and
911 supplies whether attached or not.
912 e. Disclosed at the time of taking inventory.
913 f. Due to wrongful conversion or embezzlement.
914 30. Escape or mysterious disappearance.
915 31. The action, lack of action, decision, or lack of decision, of any person,
916 group, organization, or government body.
917 32. The conduct of any person, group, organization, or government body,
918 regardless of whether the conduct is negligent, wrongful, intentional,
919 or without fault.
920 33. Defect, weakness, inadequacy, fault, or unsoundness in:
921 a. Planning, zoning, development, surveying, setting.
922 b. Design, specifications, workmanship, construction, grading,
923 compaction.
924 c. Materials used in construction or repair, or
925 d. Maintenance of any property (including land, structures, or
926 improvements of any kind) whether on or off the **insured**
927 **premises**.
928 34. Illegal, criminal, or dishonest acts or activities of any **insured**, or at the
929 direction of any **insured**, or with the permission of any **insured**.
930 35. Any act or activity or change in condition that materially increases the
931 risk.
932 36. **Machinery** colliding with the ground or rocks on the ground, or objects
933 entering **machinery** whether or not this policy includes Option E-2.
934 However, this exclusion does not apply to glass breakage.

935 CONDITIONS – SECTION I

- 936
937
938 1. WHAT **YOU** SHALL DO IN CASE OF LOSS
939 If a covered loss occurs, the **insured** at **our** request must:
940 a. Give **us** immediate written notice. In case of theft, also notify
941 the local law enforcement within 24 hours of the discovery of the
942 theft. In case of loss under Credit Card, Fund Transfer Card, and
943 Check Forgery Coverage, also notify the issuer of the card or the
944 bank within 24 hours of discovery.
945 b. Use all reasonable means to protect the property from further
946 damage, including but not limited to, making necessary and
947 reasonable repairs to protect the property and keeping records
948 of the cost of repairs.
949 c. Make a detailed list of all damaged, stolen, or destroyed personal
950 property, including the following information:
951 (1) The number of items damaged;
952 (2) A detailed description of the item including the brand name
953 or manufacturer's name;
954 (3) Model name;

- 955 (4) Model or serial number;
956 (5) Name and address of the person or business obtained
957 from;
958 (6) Month and year obtained or purchased;
959 (7) Whether it was new or used when obtained or purchased,
960 and if used, age when obtained or purchased;
961 (8) The amount of the purchase price;
962 (9) The current replacement cost, the cost to repair, the **market**
963 **value** of the item before the loss, and the **market value** after
964 the loss.
- 965 d. For **dwelling** or other structure damage, provide detailed,
966 itemized repair or reconstruction cost plans and estimates, and
967 documents showing the value of the **dwelling** or other structure
968 before the loss and after the loss.
- 969 e. Send to **us**, within 60 days after loss, the information requested
970 in (c) and (d) above and a completed proof of loss form provided
971 by **us**, signed, and sworn to by any **insured we** designate. The
972 proof of loss must include:
- 973 (1) The date, time, and cause of loss.
974 (2) The interest of the **insured** and all others in the property.
975 (3) All debts or liens on the property.
976 (4) All other insurance policies that apply to the loss.
977 (5) Changes in title, use, occupancy, or possession of the property.
978 (6) The total amount of loss **you** are claiming using the valuation
979 method required by the policy.
- 980 Failure of the **insured** to provide the information requested in 1c.
981 d. and e. within 60 days of the loss may result in the denial of any
982 insurance coverage otherwise available if **we** can establish that
983 **our** rights have been prejudiced by the lack of such notice.
- 984 f. **You** must not dispose of any damaged property until **we** authorize
985 **you** to do so. **You** must exhibit the damaged property to **us** or
986 **our** representative, as often as may be reasonably required, and
987 permit **us** to take samples of the property.
- 988 g. Any **insured**, at **our** request, must submit to examinations under
989 oath as often as reasonably required while not in the presence of
990 any other **insured** and sign the transcript of the examinations.
- 991 h. Produce for examination, with permission to copy, all information
992 contained in any writings or other magnetic, recording, or storage
993 media which **we** deem material to **our** investigation. If any such
994 information is not in **your** possession, custody, or control, **you**
995 must authorize **us** to obtain the information.
- 996 i. Produce receipts or records for any Extra Expense claimed
997 under Coverage D.
- 998 j. **You** must cooperate with **us** in determining the cause and
999 amount of loss.
- 1000 k. **You** must provide a detailed inventory of all **farm personal**
1001 **property** not **individually identified** or shown as excluded on
1002 the Information Page(s).
- 1003 2. SETTLEMENT AND VALUATION
- 1004 a. If the Information Page(s) states that this policy is an Actual Cash
1005 Value policy, then the most **we** will pay will be the lesser of:
- 1006 (1) The difference in **market value** before and after the loss;
1007 (2) Replacement Cost less depreciation;

- 1008 (3) The limit of liability which pertains to the coverage;
1009 (4) The amount of the **insured's** insurable interest in the property;
1010 (5) Any applicable coverage limitation on the property as set
1011 forth in this policy.
- 1012 b. If the Information Page(s) states that this is a Replacement Cost
1013 policy, then, until **you** complete repair or replacement of the
1014 property, the most **we** will pay will be the lesser of:
1015 (1) The difference in **market value** before and after the loss;
1016 (2) The limit of liability which pertains to the coverage;
1017 (3) The amount of the **insured's** insurable interest in the
1018 property.
1019 (4) Any applicable coverage limitation on the property as set
1020 forth in this policy.
- 1021 If **you** complete repair or replacement of the damaged property
1022 at the same location and make a repair or replacement cost claim
1023 within 180 days of the original loss settlement, then **we** will pay
1024 the lesser of:
1025 (1) The amount spent to repair or replace the damaged or stolen
1026 property;
1027 (2) The amount it would take to repair or replace the property,
1028 with like kind and quality but not necessarily identical or
1029 matching materials, at the same location as the **insured**
1030 **premises**.
1031 (3) The limit of liability.
- 1032 c. If **you** have a partial loss caused by fire, then **you** have an option
1033 to have **us** repair the property, the cost not to exceed the amount
1034 written in the policy, so that the property shall be in as good a
1035 condition as before the fire.
- 1036 d. Under any valuation above, **we** do not pay for any increase in
1037 loss or expense due to any ordinance, code, or law requiring or
1038 regulating the construction, repair, or demolition of a **dwelling** or
1039 other structure.
- 1040 e. Under any valuation method, the cost to repair or replace is deter-
1041 mined by **us**, based on **our** knowledge of the prices charged by
1042 repair or replacement facilities. To aid **us** in determining the cost
1043 to repair or replace, **we** may utilize any one or more of the data
1044 bases, appraisal tools, and other methods commonly used in the
1045 insurance industry to determine the prices charged by repair or
1046 replacement facilities.
- 1047 f. In determining **market value**, **we** will not pay more than \$2,500
1048 in total for that portion of any item's value derived from age,
1049 history, or rarity. This amount will not include sentimental value
1050 and will be the aggregate limit per occurrence regardless of the
1051 number of items involved.
- 1052 g. Replacement Cost coverage will not apply to property not
1053 maintained in good or workable condition or which because of its
1054 age or condition has become outdated or obsolete, property no
1055 longer available or unusable for its originally intended purpose,
1056 or property for which parts are no longer available.
- 1057 h. Replacement Cost will not apply to gators, mules, or other similar
1058 slow-moving utility-type vehicles, or all-terrain vehicles.
- 1059 i. In respect to Replacement Cost claims for personal property,
1060 notwithstanding any of the above referenced provisions, **we** will

1061 pay no more than four hundred percent (400%) of the original
1062 cost of any item.

1063 j. In respect to a loss to a pair or set, **we** may repair or replace any
1064 part of the pair or set to restore it to its value before the covered
1065 loss, or **we** may pay the difference between the **market value** of
1066 the property before and after the covered loss.

1067 k. With respect to a loss to a **dwelling** or other structure under
1068 construction, the amount on the Information Page(s) will be
1069 reduced to equal the amount actually spent on the **dwelling** or
1070 other structure at the time of loss.

1071 l. The following co-insurance requirement applies to Coverage E
1072 only:

1073 **You** must maintain insurance on all covered property for at least
1074 80% of the total **market value** of all covered property.

1075 If **you** do not maintain the 80% requirement, **we** will pay the
1076 percentage of loss produced by dividing the amount of insurance
1077 carried by the amount **you** should have carried.

1078 If a covered loss occurs, **we** will use the following in determining the
1079 amount of insurance you should have carried:

1080 a. Regarding **individually identified** property: The co-insurance
1081 requirement will be calculated individually for each item
1082 damaged or destroyed.

1083 b. Regarding **Blanket** property:

1084 (1) The total insurance amount for all **blanket** property will
1085 be determined by subtracting the total amount of insurance
1086 for **individually identified** property from the total amount
1087 of insurance for Coverage E.

1088 (2) The **market value** of all **blanket** property will be
1089 determined.

1090 However, property subject to the Limitation on Certain Farm Personal
1091 Property will not be valued in excess of the stated limit; property which
1092 is excluded will not be included in the inventory; and property covered
1093 by other insurance will be based upon its **market value** minus the
1094 other insurance amount.

1095 3. DEDUCTIBLE CLAUSE

1096 **We** will deduct the amount shown on the Information Page(s) from the amount
1097 of covered loss in any one **occurrence**. If two or more Section I Coverages
1098 are involved in any one loss, only the largest applicable deductible will be
1099 applied.

1100 4. APPRAISAL

1101 In case the **insured** and this company shall fail to agree as to the amount of
1102 loss, then, on the written demand of either, each shall select a competent and
1103 disinterested appraiser and notify the other of the appraiser selected within
1104 twenty (20) days of such demand. The appraisers shall then appraise the loss
1105 in accordance with the Settlement and Valuation condition within this policy,
1106 stating separately the amount of loss to each item; and, failing to agree, shall
1107 submit their differences, only, to the umpire. The appraisers shall select a
1108 competent and disinterested umpire; and failing for fifteen (15) days to agree
1109 upon such umpire, then, on request of the **insured** or this company, and upon
1110 written notice to the other party, such umpire shall be selected by a judge of a
1111 court of record in the state and county (or city if the city is not within a county)
1112 in which the property covered is located. The umpire shall make the award
1113 within thirty (30) days after the umpire receives the appraisers' submissions

1114 of their differences. An award in writing, so itemized, of any two (2) when filed
1115 with this company shall determine the amount of loss. Each appraiser shall
1116 be paid by the party selecting such appraiser and the expenses of appraisal
1117 and umpire shall be paid by the parties equally. This process is not binding on
1118 either party.

1119 5. ABANDONED PROPERTY

1120 **We** may at **our** option, take all or such part of the damaged, destroyed, or
1121 stolen and recovered property at the agreed or appraised value, but there will
1122 be no abandonment of the damaged property to **us**.

1123 6. SALVAGE

1124 If **we** pay the full **market value** of an item or pay to replace a part of an item,
1125 **we** may, at **our** option, take title and possession of that item or part and retain
1126 any proceeds from the sale thereof.

1127 7. **OUR** PAYMENT OF LOSS

1128 **We** will adjust any covered loss with **you** and pay **you** unless another payee
1129 is named in the policy. If there is coverage under this policy, **we** will pay **you**
1130 within 30 days after **you** comply with all the terms and conditions of this policy
1131 and the amount of loss is finally determined by:

- 1132 a. Agreement between **you** and **us**, or
- 1133 b. A court judgment.

1134 8. MORTGAGEE

1135 Loss on the **dwelling** will be payable to any mortgagee named on the Infor-
1136 mation Page(s), to the extent of their interests and in the order of precedence.
1137 Mortgagee includes a trustee under a deed of trust or a seller under a contract
1138 for deed.

1139 **Our** Duties

1140 **We** will:

- 1141 a. Protect the mortgagee's interest subject to the same terms,
1142 exclusions, and conditions that apply to the named **insured**,
1143 except that the mortgagee's interest will still be protected if the
1144 loss is caused by any **insured**'s intentional act designed to
1145 cause a loss.
- 1146 b. Protect the mortgagee's interest as set forth in a., above, unless
1147 the mortgagee has foreclosed before or after the loss.
- 1148 c. Give the mortgagee ten (10) days notice before canceling this policy.

1149 **Mortgagee's** Duties

1150 The mortgagee shall:

- 1151 a. Furnish proof of loss within sixty (60) days of **our** request, providing
1152 the information **we** request.
- 1153 b. Submit to an examination under oath if requested and sign the
1154 transcript.
- 1155 c. Provide the note, deed of trust, mortgage, loan file and all written
1156 information concerning the loan upon **our** request.
- 1157 d. Pay upon demand any premium due if the **insured** fails to do so.
- 1158 e. Immediately inform **us** in writing of any change of ownership or occu-
1159 pancy or any increase in hazard of which the mortgagee has knowl-
1160 edge. Failure to notify **us** will result in a forfeiture of coverage.
- 1161 f. Give **us** the right of recovery against any party liable for loss; but
1162 giving **us** this right will not impair the right of the mortgagee to
1163 recover the full amount of the mortgagee's claim.
- 1164 g. All other provisions of this policy which apply to an **insured** shall
1165
- 1166

1167 apply to the mortgagee.

1168

1169 Mortgagee Loss Valuation:

1170 If **we** refuse payment to the named **insured**, **we** will pay the mortgagee the
1171 lesser of the following amounts:

1172 a. The amount to repair or replace the property with like kind and
1173 quality;

1174 b. The amount of the principle and interest due on the date of the loss;

1175 c. The limit of the **dwelling** coverage.

1176 d. At **our** option **we** may pay the total amount due on the note or mort-
1177 gage, and if this option is exercised, the mortgagee shall assign its
1178 interest in the note and deed of trust or mortgage to **us**.

1179 e. This policy will provide no coverage if the mortgagee or trustee
1180 has procured another policy, whether collectible or not, insuring
1181 its interest in the **insured premises**.

1182 f. If **we** make payment to the mortgagee, **we** will be subrogated to
1183 all of the rights of the party to whom such payment is made to the
1184 extent of such payment. **Our** interest will extend to all securities
1185 held as collateral for the mortgage debt. Any mortgagee or
1186 trustee so paid agrees to sign whatever documents and take
1187 whatever actions **we** may reasonably request to enforce **our**
1188 rights under this provision. **Our** subrogation rights will not be
1189 enforced in such a way as to impair the right of the mortgagee or
1190 trustee to recover the full amount due under the mortgage.

1191 9. NO BENEFIT TO BAILEE

1192 This insurance will not, in any way, benefit any person or organization who
1193 may be caring for or handling property for a fee.

1194 10. OTHER INSURANCE

1195 If other valid insurance applies (whether collectible or not), this policy will
1196 not apply. However, if this policy and other insurance have the same "other
1197 insurance" language, **we** will pay **our** share. **Our** share will be the propor-
1198 tionate amount that this insurance bears to the total amount of all insurance
1199 on the covered property, whether collectible or not.

1200

1201

1202

LIABILITY COVERAGES – SECTION II

1203 This coverage applies only if Section II Coverage F – Personal Liability and Coverage
1204 G – Medical Payments to Others is shown on the Information Page(s) and a premium
1205 is listed for Personal Liability and Medical Payments to Others.

1206

1207

1208

COVERAGE F – PERSONAL LIABILITY

1209 If claim is made or suit is brought against an **insured** for damages because of **bodily injury**
1210 or **property damage** caused by an **occurrence** to which this policy applies, **we** will:

1211

1212 1. Pay up to **our** limit of liability for the damages which the **insured** is
1213 legally liable. Any pre-judgment interest is included within the limit
1214 of liability. Any post-judgment interest is included within the limit of
1215 liability, unless **we** chose to appeal any judgment.

1216 2. Provide a defense at **our** expense by counsel of **our** choice. **We** may
1217 investigate and settle any claim or suit that **we** decide is appropriate.
1218 **Our** obligation to settle or defend ends when any payments made by
1219 **us** either by settlement, satisfaction of judgment or interpleader equal

1220 to **our** limit of liability.

1221

1222 This insurance only provides coverage for **bodily injury** or **property damage** that
1223 occurs during the policy period.

1224

1225

COVERAGE G – MEDICAL PAYMENTS TO OTHERS

1226

1227 **We** will pay the reasonable medical expenses incurred for **bodily injury** caused by
1228 accident, for services furnished within three years of the date of the accident. These
1229 expenses are for necessary medical, surgical, X-ray, dental, ambulance, hospital,
1230 professional nursing, and funeral services, eyeglasses, hearing aids, and prosthetic
1231 devices. The **bodily injury** must be discovered and treatment commenced within one
1232 year of the date of the accident.

1233

1234 Reasonable medical expenses do not include expenses:

1235

1. For treatment, services, products or procedures that are:

1236

a. Experimental in nature, for research, or not primarily designed to
1237 serve a medical purpose; or

1238

b. Not commonly and customarily recognized throughout the medi-
1239 cal profession and within the United States as appropriate for the
1240 treatment of the bodily injury; or

1241

2. Incurred for:

1242

a. The use of thermography or other related procedures of a similar
1243 nature; or

1244

b. The use of acupuncture or other related procedures of a similar
1245 nature; or

1246

c. The purchase or rental of equipment not primarily designed to
1247 serve a medical purpose; or

1248

d. Massage therapy.

1249

1250 **We** have the right to engage reviewers, consultants, and data providers in formulating
1251 **our** judgment as to whether the charges are reasonable and necessary charges for the
1252 **bodily injury** sustained. The determination of whether charges are reasonable and
1253 necessary charges may be made after receipt of the goods and services for which the
1254 charges are made. The fact that a licensed health care provider furnished, rendered,
1255 or prescribed the goods and services is not solely determinative of whether the charges
1256 made for them are reasonable and necessary charges. **We** have the sole discretion in
1257 the determination of whether charges are reasonable or necessary.

1258

1259 Each person who sustains **bodily injury** is entitled to this protection when that person is:

1260

1. On an **insured premises** with the permission of any **insured**, or

1261

2. Elsewhere, if the **bodily injury**:

1262

a. Arises out of a condition on the **insured premises**.

1263

b. Is caused by the activities of any **insured**.

1264

c. Is caused by a **residence employee** in the course of employment
1265 by any **insured**.

1266

d. Is caused by an animal other than **livestock** owned by or in the
1267 care of any **insured**, or

1268

e. Is sustained by a **residence employee** arising out of and in the
1269 course of employment by any **insured**.

1270 **We** may pay the injured person or the party that renders the medical services. Payment
1271 under this coverage is not an admission of liability by **us** or any **insured**.

1272

1273 Any individual who makes a claim under this coverage must, as a condition of payment;
1274 1. Authorize **us** to obtain any records which may be relevant to the claim
1275 or which may reasonably be expected to aid **our** investigators in
1276 determining the facts relevant to the claim;
1277 2. Answer, under oath as often as **we** may reasonably require, any ques-
1278 tions posed by **us**, out of the presence of any other individual, and sign
1279 a written transcript of such questions and answers;
1280 3. Submit to physical examinations, at **our** expense, by doctors **we** select
1281 as often as **we** may reasonably require; and
1282 4. Authorize **us** to obtain medical records which are material to the claim,
1283 including prior medical records.
1284 Any payment made under this coverage shall be set-off against any judgment obtained
1285 against any **insured**.

1286 ADDITIONAL COVERAGE

1287 Unless specifically stated otherwise, **we** will pay, in addition to **our** limit of
1288 liability:

- 1289 1. DAMAGE TO PROPERTY OF OTHERS
1290 Up to \$1,000 per occurrence for **property damage** to property owned
1291 by others caused by any **insured** regardless of fault. But, **we** will not
1292 pay for **property damage**:
1293 a. Caused intentionally by any **insured** who has attained the age of
1294 13.
1295 b. To property owned by or rented to any **insured**, a tenant of any
1296 **insured**, or a resident of **your** household.
1297 c. Arising out of:
1298 (1) An act or omission in connection with any premises other
1299 than the **insured premises**.
1300 (2) **Business** pursuits, or
1301 (3) Ownership, maintenance, or use of a **motor vehicle**, trailer,
1302 watercraft, aircraft, except model airplanes.
1303 d. To property insured under Section I of this policy.

1304 **We** will not pay more than the smallest of the following amounts for any
1305 one occurrence:

- 1306 a. The **market value** of the property at the time of the loss;
1307 b. The repair cost; or
1308 c. \$1,000.
- 1309 2. SETTLEMENT EXPENSES – means:
1310 a. All costs **we** incur in the settlement of a claim or defense of a
1311 suit.
1312 b. Premiums on bonds required in a suit **we** defend. But, **we** will
1313 not pay the premium for the portion of a bond amount that is
1314 greater than **our** limit of liability. Notwithstanding a. above, **we**
1315 have no obligation to apply for or furnish bonds.
1316 c. Loss of earnings up to \$100 a day, but not other income, when
1317 **we** ask **you** to help **us** investigate or defend any claim or suit.
1318 d. Other reasonable expenses incurred at **our** request.
- 1319 3. FIRST AID EXPENSES
1320 **We** will pay up to \$1,000 per **occurrence** for **bodily injury** for expenses
1321 for immediate medical and surgical treatment for other persons at the
1322 time of the accident. **We** will pay only expenses which any **insured**
1323 incurs for treatment of **bodily injury** covered by the policy.
1324
1325

1326 4. LIMITED POLLUTION COVERAGE

1327 As respects Pollution, **our** limit of liability from all damages arising out of
1328 the actual, alleged, or threatened discharge, dispersal, seepage, migration,
1329 release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic
1330 chemicals, liquids or gases, waste materials or other irritants, contaminants,
1331 or pollutants into or upon the land, the atmosphere, or any water course or
1332 body of water, including the cost of equitable relief, **bodily injury, property**
1333 **damage**, remediation, and clean-up costs will not exceed \$25,000 for any
1334 one occurrence, nor more than \$50,000 during any twelve (12) month
1335 policy period.

1336
1337 If the Information Page(s) lists Option L – Farm Liability, **we** cover:

- 1338 a. Crop, plant, or tree damage resulting from the accidental above-
1339 ground contact with herbicides, pesticides, fungicides, and fertilizers
1340 caused by the application of the same which results in actual
1341 damages sustained within one growing season of the application.
- 1342 b. **Bodily injury** resulting from the accidental above-ground contact
1343 with herbicides, pesticides, fungicides and fertilizers caused by the
1344 application of the same which results in medical treatment within one
1345 year (365 days) of the application.

1346
1347 The limit of coverage in a .and b. above:

- 1348 a. For **bodily injury** or **property damage** resulting from activities
1349 occurring away from the **insured premises** will not exceed \$25,000
1350 for any one occurrence, nor more than \$50,000 during any twelve (12)
1351 month policy period.
- 1352 b. For **bodily injury** or **property damage** resulting from activities
1353 occurring on any **insured premises** is the limit of liability shown on
1354 the Information Page(s).

1355 However, this provision (4.) will not increase **our** total limit of liability.

1356
1357 **EXCLUSIONS – SECTION II**

1358
1359 Under Coverage F – Personal Liability and Coverage G – Medical Payment To Others
1360 or Option L – Farm Liability **we** do not cover:

- 1361 1. **Bodily injury** or **property damage** arising out of the operation,
1362 possession, ownership, repair, maintenance, use of, or negligent
1363 entrustment of:
- 1364 a. Aircraft. **We** do cover model airplanes not used or designed for
1365 transporting cargo or persons.
- 1366 b. A **motor vehicle** owned or operated or used by or rented or
1367 loaned to any **insured**. **We** do provide coverage if the **motor**
1368 **vehicle** is not subject to motor vehicle registration and it is:
1369 (1) Used exclusively on the **insured premises**, or
1370 (2) Kept in dead storage on the **insured premises**.
- 1371 c. Watercraft, while away from the **insured premises** unless the
1372 watercraft is owned or rented by any **insured** and has an inboard
1373 or outboard or inboard-outboard motor power of less than 15
1374 horsepower, or is a sailing vessel which is less than 17 feet in
1375 length owned or rented by any **insured**.
- 1376 d. Watercraft powered by water jet pumps, including jet skis, or
1377 wave runners.
- 1378 Exclusions (1.a.), (1.b.), (1.c.) and (1.d.) do not apply to **bodily**

- 1379 **injury to a residence employee** arising out of and in the course
1380 of employment by any **insured**.
- 1381 2. **Bodily injury or property damage** arising out of the rendering or
1382 failing to render professional services.
- 1383 3. **Bodily injury or property damage** arising out of **business** pursuits of
1384 any **insured**.
- 1385 4. **Bodily injury or property damage** arising out of any premises owned,
1386 rented, or controlled by any **insured** which is not an **insured premises**.
1387 But, **we** will cover **bodily injury to a residence employee** arising out
1388 of and in the course of employment by any **insured** at such premises.
- 1389 5. **Bodily injury or property damage** expected or intended by any **insured**.
- 1390 6. **Bodily injury or property damage** arising out of war (declared or un-
1391 declared), civil war, insurrection, rebellion, or revolution.
- 1392 7. **Bodily injury or property damage** resulting from false arrest,
1393 detention, eviction, invasion of privacy, wrongful entry, libel, slander,
1394 or malicious prosecution.
- 1395 8. **Bodily injury** which arises out of the transmission of a communicable
1396 disease by any **insured**.
- 1397 9. **Bodily Injury or property damage** that arises out of the possession,
1398 lease, or ownership of any **livestock**, unless Option L – Farm Liability
1399 or Option Q – Limited Livestock Liability is shown on the Information
1400 Page(s).
- 1401 10. **Bodily injury or property damage** consisting of, arising from or out
1402 of, caused by, contributed to, aggravated by, or resulting from, whether
1403 directly or indirectly, the actual, alleged, or threatened discharge, dispersal,
1404 seepage, migration, release, exposure to, or escape of asbestos, lead
1405 paint, lead, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals,
1406 liquids or gases, waste materials or other irritants, contaminants, or
1407 pollutants, **fungi or mold**, rot, or other toxic materials or substances,
1408 whether gradual or sudden, unless provided in Additional Coverage.
1409 This exclusion applies to the items in paragraph 10. and includes but
1410 is not limited to the following:
- 1411 a. The cost of testing, monitoring, abating, mitigating, removing,
1412 remediating or disposing of items listed above;
- 1413 b. Any supervision, instruction, disclosures, or failures to disclose,
1414 recommendations, warnings, or advice given, or that allegedly
1415 should have been given, in connection with **bodily injury or prop-**
1416 **erty damage** consisting of, arising out of, caused by, contributed
1417 to, aggravated by, or resulting from, whether directly or indirectly,
1418 items listed in paragraph (10.) above, or the activities described
1419 in (10 a.) above;
- 1420 c. Any obligation to share damages, losses, costs, payments, or
1421 expenses with or repay someone else who must make payment
1422 because of such **bodily injury or property damage**, damages,
1423 loss, cost, payment, or expense; and
- 1424 d. Liability imposed upon any **insured** by any governmental authority
1425 for **bodily injury or property damage** consisting of, arising out
1426 of, caused by, contributed to, aggravated by, or resulting from,
1427 whether directly or indirectly, the items listed above.
- 1428 If the Information Page(s) lists Option L – Farm Liability, exclusion 10. does not apply
1429 to:
- 1430 a. Crop, plant, or tree damage resulting from the accidental above-
1431 ground contact with herbicides, pesticides, fungicides, and

- 1432 fertilizers caused by the application of the same to any **insured**
 1433 **premises** which results in actual damages sustained within one
 1434 growing season of the application.
- 1435 b. **Bodily injury** resulting from the accidental above-ground contact
 1436 with herbicides, pesticides, fungicides, and fertilizers caused by the
 1437 application of the same to any **insured premises** which results in
 1438 medical treatment within one year (365 days) of the application.
- 1439 11. **Bodily injury or property damage** arising out of sexual molestation
 1440 or sexual harassment.
- 1441 12. **Bodily injury or property damage** arising out of the criminal act of
 1442 any **insured** whether or not such **insured** is actually charged with a
 1443 crime for that act.
- 1444 13. **Property damage** arising out of the intentional or negligent
 1445 misrepresentation or non-disclosure of any material fact related to the
 1446 sale, or attempted sale, of property owned by any **insured**.
- 1447 14. Liability assumed under an oral or written contract or agreement.
- 1448 15. **Property damage** to property owned by any **insured**.
- 1449 16. **Property damage** to property occupied, used, or rented to or in the
 1450 care of any **insured**. But, **we** will cover **property damage** to such
 1451 property not used in **farming** caused by fire, smoke, or explosion.
- 1452 17. **Bodily injury** to a person if any **insured** has or is required to have a
 1453 policy providing workers' compensation, non-occupational disability, or
 1454 occupational disease benefits covering the **bodily injury**.
- 1455 18. **Bodily injury or property damage** when any **insured** is covered
 1456 under a nuclear energy liability policy. This exclusion applies even if
 1457 the limits of liability of that policy have been exhausted.
- 1458 19. **Bodily injury** to any **insured**.
- 1459 20. Punitive or exemplary damages.
- 1460 21. **Bodily injury or property damage** arising out of the ownership,
 1461 boarding, training, breeding, or raising of wild or exotic animals.
- 1462 22. **Bodily injury or property damage** arising out of any substance
 1463 released or discharged from any aircraft.
- 1464 23. **Bodily injury or property damage** arising out of **custom farming**.
 1465 However, if the Information Page(s) shows Option L – Farm Liability,
 1466 **custom farming** conducted within a 100-mile radius from the insured
 1467 premises is covered, subject to the applicable limits of liability noted
 1468 elsewhere in this policy.
- 1469 24. **Bodily injury or property damage** arising out of the conduct of a
 1470 partnership or joint venture of which any **insured** is a partner or member
 1471 and which is not shown as an **insured** on the Information Page(s).
- 1472 25. **Bodily injury or property damage** arising out of the use of **farm**
 1473 **personal property** while being used in any **business**, tractor pull, or
 1474 similar race or contest.
- 1475 Under Coverage G (Medical Payments to Others) **we** do not cover:
- 1476 1. Any other person except:
- 1477 a. A **residence employee**;
- 1478 b. Any **farm employee** (only if the policy includes Option L – Farm
 1479 Liability), or;
- 1480 c. Those persons listed on the Information Page(s) under Option N
 1481 – Named Person Medical Payments
 1482 who reside regularly on any part of an **insured premises**.
- 1483 2. **Bodily injury** from any nuclear reaction, radiation, or radioactive
 1484 contamination, or any consequence of any of these.

- 1485 3. **Bodily injury** arising out of the operation, ownership, maintenance,
1486 use, or negligent entrustment, of any **motor vehicle**. This exclusion
1487 (3.) does not apply to **bodily injury** to a **residence employee** arising
1488 out of and in the course of employment by any **insured**.
1489 4. Any **bodily injury** caused by an allergic reaction.
1490 5. Muscle strain or sprain of any type caused by overexertion, including
1491 overexertion due to lifting.
1492

1493 CONDITIONS – SECTION II

- 1494
1495 1. What an **insured** must do in case of **bodily injury** or **property damage**:
1496 a. Notify **us** immediately. The notice must give:
1497 (1) **Your** name and policy number.
1498 (2) The date, time, place, and circumstances of the accident,
1499 occurrence, or loss, and
1500 (3) The names and addresses and telephone numbers of injured
1501 persons and witnesses.
1502 b. Send **us** immediately all legal papers, including amended
1503 petitions, received relating to a claim or suit.
1504 c. Cooperate with **us** and assist **us** in any matter relating to a claim or suit.
1505 d. The **insured** will not, except at the **insured**'s own cost, voluntarily
1506 make any payment, assume any obligation, or incur expenses
1507 related to any occurrence to which this policy applies.

1508 2. LIMITS OF LIABILITY

1509 Regardless of the number of **insured**(s), injured persons, claims
1510 made, or suits brought, **our** liability is limited as follows:

- 1511 a. As respects Personal Liability Coverage, the limit of liability stated
1512 on the Information Page(s) for Coverage F is the total limit of **our**
1513 liability for all damages resulting from any one **occurrence**.
1514 b. As respects Medical Payments to Others Coverage, the limit of
1515 liability stated on the Information Page(s) is **our** limit of liability
1516 for all medical expenses for **bodily injury** to any one person as
1517 the result of any one accident.

1518 3. SEVERABILITY OF INSURANCE

1519 This insurance applies separately to each **insured** against whom
1520 claim is made or suit is brought, subject to **our** limits of liability for
1521 each **occurrence**.

1522 4. BANKRUPTCY

1523 **We** are not relieved of any obligation under this policy because of the
1524 bankruptcy or insolvency of any **insured**.

1525 5. OTHER LIABILITY INSURANCE COVERAGE

1526 This insurance is excess over any other valid and collectible insurance.
1527

1528 GENERAL POLICY CONDITIONS APPLYING TO SECTION I AND SECTION II

1529 1. ASSIGNMENT

1530 Assignment of this policy will not be valid unless **we** give **our** written
1531 consent.
1532

1533 2. CANCELLATION

1534 **You** may cancel **your** policy by notifying **us** in writing of the date to
1535 cancel, which must be later than the date **you** mail or deliver it to **us**.
1536 **We** may waive these requirements by confirming the date and time of
1537 cancellation to **you** in writing.

1538 **We** may cancel **your** policy by written notice, mailed to **your** last known
1539 address. The notice shall give the date cancellation is effective.
1540 It will be mailed to **you** at least:

- 1541 a. 10 days before the cancellation effective date:
 - 1542 (1) If the cancellation is because **you** did not pay the premium;
1543 or
 - 1544 (2) If the policy has been in force for 60 days or less.
- 1545 b. 30 days before the cancellation effective date:
 - 1546 (1) If there is evidence of incendiarism by any **insured**
 - 1547 (2) The cancellation is because of any other reason; and
 - 1548 (3) The policy has been in force for more than 60 days.

1549 **We** will use regular mail to transmit such notice. The mailing of the
1550 notice shall be sufficient proof that notice was given.
1551 Return of Unearned Premium. If **you** cancel, premium will be earned
1552 on a pro-rata basis. If **we** cancel, premium will be earned on a pro-rata
1553 basis. Any unearned premium may be returned at the time **we** cancel
1554 or within a reasonable time thereafter. Delay in the return of unearned
1555 premium does not affect the cancellation.

1556 3. AUTOMATIC CANCELLATION

1557 If **you** obtain other insurance for any coverage provided by this policy,
1558 this policy will terminate as to that coverage on the effective date of
1559 the other insurance.

1560 4. MEMBERSHIP

1561 Payment of the Farm Bureau membership dues, which is not premium,
1562 entitles the **insured** named on the Information Page(s) to insure one
1563 or more properties for any applicable coverage and to insurance for
1564 any other coverage for which said fees were paid so long as:

- 1565 a. This company continues to write such coverage(s);
- 1566 b. The property to be insured meets the eligibility requirements of
1567 the company; and
- 1568 c. The **insured** remains a risk desirable to the company.

1569 A notice of **our** intention to not renew this policy will be mailed to **your**
1570 last known address at least 30 days before the end of the current
1571 policy period if **you** fail to maintain an active Missouri Farm Bureau
1572 membership.

1573 5. CONCEALMENT, FRAUD, OR MISREPRESENTATION

1574 This policy provides no coverage to any **insured** if any **insured**
1575 intentionally conceals or misrepresents any material fact or
1576 circumstance relating to this insurance, any claim or occurrence, or
1577 during the adjustment or investigation of any claim or occurrence. This
1578 entire policy will be void if any **insured** provides false and material
1579 information in the application for insurance. All information in the
1580 application is warranted by all **insureds** to be true.

1581 6. CHANGES

1582 This policy and the Information Page(s) include all the agreements
1583 between **you** and **us** relating to this insurance. No change or waiver
1584 may be effected in this policy except by written endorsement issued by
1585 **us**. If a premium adjustment is necessary, **we** will make the adjustment
1586 as of the effective date of the change. If any coverage **you** have under
1587 this policy is broadened by **us** without charge during the policy period,
1588 this policy will automatically provide the broadened coverage when
1589 effective in Missouri.
1590 **We** may reduce in amount or adversely modify this policy at any time

1591 (subject to the laws of Missouri regarding such) by giving any **insured**
1592 thirty (30) days written notice prior to the effective date of such action.
1593 Notice will be mailed to the mailing address shown on the Information
1594 Page(s). Proof of mailing will be sufficient proof of notice.

1595 7. OUR RIGHT TO RECOVER PAYMENT

1596 In the event **we** make any payment under this policy, **we** will be
1597 subrogated to all rights of recovery, based upon the same damages,
1598 which an **insured** or any other person receiving the payment, may
1599 have against any person liable for those damages.

1600 As a condition of payment under this policy, any **insured**, or other
1601 person who receives payment under this policy, agrees to execute and
1602 deliver any necessary legal instruments to **us** and do whatever else
1603 **we** may ask which is necessary to secure **our** rights.

1604 Any **insured**, or other person who receives payment under this
1605 policy, agrees to cooperate with **us** in enforcing **our** rights of recovery
1606 acquired under this section and to do nothing to prejudice **our** rights.

1607 8. OUR RIGHT TO INSPECT INSURED PREMISES

1608 **We** have the right to inspect any **insured premises** covered by this
1609 policy as often as may be reasonable during the term of this policy.
1610 **You** agree to allow **us** to come onto those **insured premises** and
1611 into any **dwelling** or buildings or inspect personal property on those
1612 **insured premises**.

1613 9. POLICY PERIOD

1614 Insurance begins and ends at 12:01 A.M. Standard Time at the location
1615 of the property described and on the dates shown on the Information
1616 Page(s). This policy may be continued for successive policy periods
1617 by payment of the required premium, unless **we** mail to **you** a written
1618 notice of **our** intention not to renew on or before the effective date of
1619 each renewal period. It is agreed that the renewal premium will be
1620 based upon the rates in effect, the coverages carried, the applicable
1621 limits of liability, deductibles, and other elements that affect the premium
1622 that apply at the time of renewal. As to only the interest of a lienholder
1623 or mortgagee (or trustee) declared in this policy, this insurance will be
1624 terminated only if **we** give such lienholder or mortgagee (or trustee) at
1625 least ten (10) days written notice of termination.

1626 10. RECOVERIES

1627 If **we** pay any **insured** for loss under this policy and stolen or damaged
1628 property is recovered, or payment is made by those responsible for
1629 the loss, the following provisions apply:

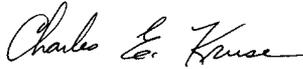
- 1630 a. The **insured** must notify **us** or **we** will notify the **insured** promptly
1631 if either recovers property or receives payment.
- 1632 b. Any proper expenses incurred by either party in making the
1633 recovery are reimbursed first.
- 1634 c. The **insured** may keep recovered property by refunding to **us** the
1635 amount of the claim paid or any lesser amount to which **we** agree.
- 1636 d. If the claim paid is less than the agreed loss due to a deductible,
1637 Limitation on Certain Property, or other limiting terms of the
1638 policy, any recovery will be prorated between the **insured** and
1639 **us** based on **our** respective interests in the loss.

1640 11. COOPERATION

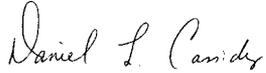
1641 **You** must cooperate with **us** in performing all acts required by this policy.
1642
1643

1644 In witness whereof, the Farm Bureau Town and Country Insurance Company of Missouri
1645 has caused this policy to be signed by its President and Secretary.

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President



Secretary

OPTIONAL COVERAGES

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1704

The following Options are optional coverages and only those Options shown on the Information Page(s) of **your** policy which have a premium listed apply. Nothing contained within any of the following Options will vary, alter, or extend any of the provisions of **your** policy. All definitions, duties, general provisions, and conditions apply unless specifically modified by the language in the specific Option.

OPTION A – GUARANTEED DWELLING REPLACEMENT COVERAGE

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Our total payment under this Option for any **dwelling** insured will not exceed an additional amount equal to 20% of the amount of insurance shown on the Information Page(s) for Coverage A.

We will settle covered total losses to the **dwelling** under Coverage A at replacement cost without regard to the amount of insurance shown on the Information Page(s), subject to the maximum amount of insurance as defined within this Option. However, this guarantee does not apply:

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

When this guarantee does not apply as described in (1.), (2.), (3.), (4.), (5.), or (6.) above or **you** decide not to replace the **dwelling** at the same **insured premises**, **our** payment will not exceed the amount of insurance applying to the **dwelling** as shown on the Information Page(s).

1731
1732
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1734

OPTION B – INFLATION PROTECTION

We will increase the amount of insurance for Section I Coverage A – Dwelling, Coverage C – Personal Property by the annual inflation percent of construction costs which is added at the end of each twelve (12) month period of **your** policy. The percentage is determined by the method **we** filed with the Missouri Department of Insurance. This 1739 amount is included in the amounts of coverage shown on the Information Page(s).

1740
1741
1742

OPTION D – INCREASED LIMIT OF PERSONAL PROPERTY AWAY FROM PREMISES

The limit of insurance for personal property away from the **insured premises** is increased to the amount shown on the Information Page(s) for Option D.

1745
1746
1747

OPTION E – INCREASED MONEY COVERAGE

The limit of insurance on money, money orders, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, precious metals or loss through

1750 acceptance of counterfeit money is increased to the amount shown on the Information Page(s)
1751 for Option E.

1752

1753

OPTION E-1 – LIVESTOCK EXTENSION OPTION

1754

1755 When this Option is shown on the Information Page(s), **livestock** are covered for the
1756 following additional perils:

1757 a. Accidental Shooting: Except by any **insured**, any relative, any **farm**
1758 **employee**, or any resident of the **insured premises**.

1759 b. Drowning from External Causes: Except drowning of poultry. Swine
1760 under thirty (30) days old are not covered.

1761 c. Attack by Dogs or Wild Animals: Except loss as the direct or indirect
1762 result of flight is not covered.

1763 d. Collapse of structures, bridges, and culverts.

1764

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

1765

1766 When Option E-2 is shown on the Information Page(s), collision, upset, and overturn
1767 are additional perils added regarding Coverage E only.

1768

OPTION E-3 – FOREIGN OBJECTS IN MACHINERY

1769

1770 When Option E-3 Foreign Objects in Machinery is shown on the Information Page(s):

1771 Section 1, Coverage E – Farm Personal Property is replaced with the following:

1772

1773 Under “Perils insured against with respect to Coverage E”:

1774 2. **Machinery** is covered for Level Three Protection as shown in the policy,
1775 subject to the following limitations: Collision, Upset, and Overturn are not
1776 covered perils unless the term Option E-2 **Machinery** Collision is shown
1777 on the Information Page(s). Sudden and accidental direct physical loss
1778 or damage caused by or resulting from foreign objects picked up and
1779 taken into the **machinery** is not covered unless Option E-3 Foreign
1780 Objects in Machinery is shown on the Information Page(s).

1781 And

1782

1783 General Exclusions – Applicable to All Levels of Protection are modified as follows:

1784 Exclusion 36. is replaced for Purposes of this coverage only:

1785 36. **Machinery** colliding with the ground or rocks on the ground, whether
1786 or not this policy includes Option E-2. However, this exclusion does not
1787 apply to glass breakage.

1788

1789 We will pay for sudden and accidental direct physical loss or damage caused by or
1790 resulting from foreign objects picked up and taken into the **machinery**.

1791

OPTION F – INCREASED SECURITIES COVERAGE

1792

1793 The amount of insurance on securities, stamps, tickets, accounts, deeds, evidence of
1794 debt, passports, manuscripts, unpublished works, and other valuable papers, drafts,
1795 cashiers checks, travelers checks, certified checks, official checks, checks, certificates
1796 of deposit, and notes other than bank notes including negotiable orders of withdrawal is
1797 increased to the amount shown on the Information Page(s) for Option F.

1800

1802 **OPTION G – INCREASED COVERAGE DUE TO THEFT OF CREDIT CARD,**
1803 **FUND TRANSFER CARD, OR LOSS DUE TO CHECK FORGERY**
1804

1805 The amount of insurance due to theft of credit card, fund transfer card, or loss due to
1806 check forgery is increased to the amount shown on the Information Page(s) for Option G.
1807

1808 **OPTION H – PERSONAL INJURY COVERAGE**
1809

1810 The definition of **bodily injury** is revised for Coverage F – Personal Liability as
1811 follows:
1812

1813 **Bodily injury** – means physical harm to the body, sickness, or disease, including
1814 death that results, and **personal injury**, except that **bodily injury** does not include any
1815 sexually transmitted disease.
1816

1817 **Personal Injury** – means injury arising out of one or more of the following offenses:
1818

- 1819 a. False arrest, detention, or imprisonment, or malicious prosecution;
- 1820 b. Libel or slander or defamation of character or violation of a person's
1821 right of privacy; or
- 1822 c. Wrongful entry or eviction or other invasion of the right of private
1823 occupancy.

1824 **EXCLUSIONS**

1825 Insurance provided under this Option does not apply to **personal injury** due to:

- 1826 1. Liability assumed by any **insured** under any contract or agreement.
- 1827 2. Willful violation of a penal statute or ordinance committed by or with the knowl-
1828 edge or consent of any **insured**.
- 1829 3. An offense directly or indirectly related to employment by any **insured**.
- 1830 4. **Business** pursuits of any **insured**.
- 1831 5. Paid public or civic activities of any **insured**.
- 1832 6. Oral or written publication of material done by or at the direction of the **insured** with
1833 the knowledge of its falsity or made prior to the effective date of this coverage.
1834

1835 **OPTION I – BUSINESS PURSUITS**
1836

1837 Personal Liability Coverage and Medical Payments to Others Coverage apply to the
1838 **business** pursuits of the **insured** as shown on the Information Page(s) for Option I.
1839

1840 This insurance does not apply:

- 1841 1. To **bodily injury** or **property damage** arising out of the **business** pursuits of
1842 the **insured** in connection with a **business** owned or financially controlled by
1843 the **insured** or by a partnership of which the **insured** is a partner or member.
- 1844 2. To **bodily injury** or **property damage** arising out of the rendering of or failure
1845 to render professional services of any nature other than teaching, including
1846 but not limited to any architectural, engineering, or industrial design services;
1847 any medical, surgical, dental, or other services or treatment conducive to the
1848 health of persons or animals; and any beauty or barber services or treatment.
- 1849 3. To **bodily injury** to a fellow employee of the **insured** injured in the course of
1850 employment.
- 1851 4. When the **insured** is a member of the faculty or teaching staff of any school
1852 or college and **bodily injury** or **property damage** arises out of the mainte-
1853 nance, use, loading or unloading of draft or saddle animals, vehicles for their
1854 use, aircraft, **motor vehicle**, or watercraft owned or operated or hired by or

- 1855 for the **insured** for the purpose of instruction in the use thereof.
1856 5. To **bodily injury** or **property damage** arising out of barber or beauty opera-
1857 tion if the **business** employs two (2) or more persons.
1858 6. To **bodily injury** or **property damage** arising from the ownership, maintenance, use,
1859 rental, or loan of tanning beds or tanning devices or the operation of tanning salons.
1860

1861 **OPTION J – OFFICE, PROFESSIONAL, PRIVATE SCHOOL, OR STUDIO USE**

1862 **SECTION I**

1864 **We** agree that Coverage C (Personal Property) includes property used or intended for use
1865 in the **business** shown on the Information Page(s), only while on the **insured premises**.
1866

1867 **SECTION II**

1868 **We** agree that, with respect to Personal Liability Coverage and Medical Payments To
1869 Others Coverage, the occupancy of the **insured premises** by the **insured** as described on
1870 the Information Page(s) as an office, school, or studio will not be considered a **business**.
1871

1872 **EXCLUSIONS** – Section II, No. (3.) is deleted and the following exclusion is substituted:

- 1873 3. **Bodily injury** or **property damage** arising out of **business** pursuits of
1874 any **insured**. But, **we** will cover activities of that person pertaining to the
1875 occupancy described on the Information Page(s).
1876

1877 This insurance does not apply to **bodily injury** to:

- 1878 1. Any employee of any **insured** arising out of the **business** use described on
1879 the Information Page(s), other than to a **residence employee** while employed
1880 and actually working for any **insured**, or
1881 2. Any pupil arising out of corporal punishment administered by or at the direc-
1882 tion of any **insured**.
1883 3. Any attendees of a school or daycare operated by or for **you** or on **your** premises,
1884 if the school or daycare has more than four (4) students, children, or adults.
1885

1886 **OPTION K – SEWER BACKUP COVERAGE**

1887 **SECTION I, COVERAGE A – DWELLING**

1888 **COVERAGE C – PERSONAL PROPERTY**

1889 **We** cover loss caused by water which backs up through sewers or drains located in
1890 the **dwelling** including any type system designed to remove subsurface water that is
1891 located in the **dwelling**.
1892

1894 This does not apply to the direct physical loss to any equipment used to remove
1895 subsurface water which is caused by mechanical breakdown.
1896

1897 There is no coverage for a loss which occurs or is in progress within the first thirty (30)
1898 days of the original effective date of this Option.
1899

1900 The amount of insurance for Sewer Backup Coverage is the amount shown on the
1901 Information Page(s) for Option K. Option K does not increase **our** total amount of
1902 insurance on Coverage A – Dwelling or Coverage C – Personal Property.
1903

1904 **OPTION L – FARM LIABILITY**

1906 When the Information Page(s) shows Option L – Farm Liability, the following language
1907 has been changed:

- 1908 1. Within the definition section, **Business, Insured Premises, and Residence**
1909 **Employee** are changed in the policy.
1910 2. Within the Exclusions in the Liability section – Coverage F – the **Livestock**
1911 exclusion and the **Custom Farming** exclusion are changed in the policy.

1912 **OPTION M – FARM-RELATED BUSINESS COVERAGE**

1913
1914
1915 The definition of **business** in the policy will not apply to the **business** identified within
1916 Option M on the Information Page(s).

1917
1918 The following exclusions are added to your policy:

- 1919 26. **Bodily injury** to any employee when the injury arises out of and in the
1920 course of employment for the specified **business**.
1921 27. **Bodily injury** or **property damage** arising from any stated or implied warranty
1922 associated with the products or services provided by the specified **business**.
1923 28. **Property damage** to products sold by the specified **business**.

1924
1925 **OPTION N – NAMED PERSON MEDICAL PAYMENTS**

1926
1927 All definitions, duties, general provisions, conditions, exclusions, and limitations
1928 of Coverage G – Medical Payments to Others apply to those persons listed on the
1929 Information Page(s) up to the limits shown for Named Person Medical Payments.

1930
1931 In addition, **we** do not cover:

- 1932 1. **Bodily injury** to any named person resulting from accidental injury
1933 unless the injury is the result of a farm-related activity.
1934 2. **Bodily injury** to any named person, when the accidental injury occurs
1935 within any residence.

1936
1937 **OPTION O – LOSS ASSESSMENT COVERAGE**

1938
1939 **We** will pay **your** share of any assessment levied against all members of a property
1940 owners association by the association in accordance with its governing rules if the
1941 assessment is necessary because of:

- 1942 1. A direct loss to property collectively owned by the association members
1943 caused by perils **we** insure against, or
1944 2. An **occurrence** to which Section II of this policy applies, or
1945 3. Liability for an act of a director, officer, or trustee elected by the association, members
1946 if acting in the capacity as a director, officer, or trustee and without deriving any
1947 income from the performance of duties exclusively on behalf of the association.

1948
1949 **We** will pay no more than the Limit of Liability stated on the Information Page(s). But,
1950 **we** will not pay more than \$1,000 for any portion of such special assessment resulting
1951 from a deductible in the insurance to the Condominium Association.

1952
1953 **We** will pay **your** assessment minus \$250. No other policy deductible applies.

1954
1955 **OPTION P – INCREASED POLLUTION COVERAGE**

1956
1957 This endorsement modifies **our** limit of liability in respect to LIMITED POLLUTION
1958 COVERAGE.

1959
1960 As respects Pollution, **our** limit of liability for all damages arising out of the actual, alleged,

1961 or threatened discharge, dispersal, seepage, migration, release, or escape of smoke,
1962 vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials
1963 or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or
1964 any water course or body of water, including the cost of equitable relief, **bodily injury**,
1965 **property damage**, remediation, and clean-up costs will not exceed \$100,000 for any
1966 one occurrence, nor more than \$100,000 during any twelve (12) month policy period.
1967

1968 If the Information Page(s) lists Option L – Farm Liability, **we** cover:

- 1969 a. Crop, plant, or tree damage resulting from the accidental above-ground
1970 contact with herbicides, pesticides, fungicides, and fertilizers caused by the
1971 application of the same which results in actual damages sustained within one
1972 growing season of the application.
- 1973 b. **Bodily injury** resulting from the accidental above-ground contact with
1974 herbicides, pesticides, fungicides and fertilizers caused by the application of
1975 the same which results in medical treatment within one year (365 days) of the
1976 application.

1977

1978 The limit of coverage in a. and b. above:

- 1979 a. For **bodily injury** or **property damage** resulting from activities occurring away
1980 from the **insured premises** will not exceed \$100,000 for any one occurrence,
1981 nor more than \$100,000 during any twelve (12) month policy period.
- 1982 b. For **bodily injury** or **property damage** resulting from activities occurring
1983 on any **insured premises** is the limit of liability shown on the Information
1984 Page(s).

1985

1986 However, this Option will not increase **our** total limit of liability.

1987

1988 **OPTION Q – LIMITED LIVESTOCK LIABILITY COVERAGE**

1989

1990 **EXCLUSIONS – SECTION II**

1991 When Option Q is shown on the Information Page(s), Liability Coverages-Section II is
1992 modified as follows:

1993

1994 Exclusion (9.) of Exclusions-Section II is hereby amended as follows:

- 1995 9. **Bodily injury** or **property damage** that arises out of the ownership or use of
1996 **livestock** for any purpose other than personal use or personal consumption.

1997

1998 **OPTION R – VENDOR'S SINGLE INTEREST**

1999

2000 When Option R is shown on the Information Page(s), if **you** borrowed money to buy
2001 **your** manufactured home and a lien holder is named on the Information Page(s), **we**
2002 will pay that lien holder for losses caused by the following perils. The following definitions
2003 apply to Option R only:

- 2004 1. **Collision, Upset, and Overturn** – means sudden, accidental, and direct
2005 loss to the manufactured home caused by **collision, upset, and over-**
2006 **turn** while the manufactured home is being moved from one place to
2007 another. Collision which damages only wheels, tires, axles, and running
2008 gear is not covered.
- 2009 2. **Alteration** – means deliberate damage caused by **you** to the manufac-
2010 tured home or substantial changes in its structure with the intention of
2011 reducing its value without permission of the lien holder or the manufac-
2012 tured home dealer.
- 2013 3. **Conversion** – means transfer of ownership without permission of the

2014 lien holder, if the lien holder is not successful in an effort to recover
2015 possession of the manufactured home or its missing parts.
2016 4. **Concealment** – means withholding or hiding the manufactured home.

2017
2018 **ADDITIONAL COVERAGES**

2019
2020 If the manufactured home is repossessed by or on behalf of the lien holder or
2021 manufactured home dealer, **we** will pay the lien holder or manufactured home dealer
2022 for an amount equal to the expense of transporting the manufactured home from the
2023 place of repossession to the nearest of the following:

- 2024 1. The place where it was sold by the lien holder or manufactured home dealer,
2025 or
2026 2. The nearest business location of the lien holder or manufactured home
2027 dealer.

2028 Repossession Expense applies only to the expense of returning the entire
2029 manufactured home, but not the expense of returning only separated parts, equipment,
2030 or accessories.

2031
2032 **DEDUCTIBLE**

2033
2034 \$500 will be deducted from the amount of loss in each claim for loss or damage.

2035
2036 **EXCLUSIONS**

2037
2038 **We** do not pay for:

- 2039 1. **Conversion** of attached property originally provided with the manufactured
2040 home including furniture (not appliances), drapes, curtains, and bedding.
2041 2. Expense of returning separate parts, equipment, or accessories.
2042 3. Damage resulting from neglect, omission to act, wear and tear, or hard
2043 usage.
2044 4. Gas bottles, fuel tanks, pumps, steps, skirting, porches, decks, awnings,
2045 carports, and any other addition to the manufactured home after its original
2046 manufacture.
2047 5. Loss resulting from the fraudulent actions of the lien holder, its employee(s),
2048 or agents.

2049
2050 **CONDITIONS**

2051
2052 **WHAT TO DO IN CASE OF LOSS**

2053 The lien holder must, at the lien holder's expense, use every reasonable effort, including
2054 litigation, until settlement of the loss to:

- 2055 1. Secure, protect, and preserve the manufactured home from loss.
2056 2. Locate the policyholder, the manufactured home, and any missing
2057 parts.
2058 3. Declare the loan in default.
2059 4. Repossess the manufactured home promptly.
2060 5. Collect all amounts due.

2061 The lien holder must give **us** as part of the loss notice, the following:

- 2062 1. An inspection report prepared at the time of repossession describing
2063 the condition of the manufactured home and a detailed list of missing
2064 parts.
2065 2. Manufacturer's invoice.
2066 3. Documents which detail the lien holder's efforts to locate missing parts.

- 2067 4. Retail sales contract and credit application.
2068 5. All evidence showing how the manufactured home was equipped when sold.
2069 6. Summary of collection efforts.
2070 7. Statement from the law enforcement agency to which the lien holder
2071 gave prompt notice of loss.
2072

2073 SETTLEMENT AND VALUATION

2074 In addition to the Settlement and Valuation provisions of the policy, the amount of
2075 the lien holder's interest in any loss from **alteration**, **conversion**, or **concealment** is
2076 measured by the unpaid balance not more than sixty (60) days past due, less:

- 2077 a. Unearned interest, insurance, finance and other carrying charges
2078 computed as of the date of claim.
2079 b. Penalties or other charges which have been added to the unpaid
2080 balance after the loan was finalized.
2081

2082 LIEN TRANSACTION, LATE OR DEFAULT IN PAYMENT NOTICE

2083 **We** have no coverage unless the following took place:

- 2084 1. The lien transaction was entered into in accordance with normal and
2085 usual credit standards.
2086 2. The lien instrument, at the time executed, was legally enforceable and
2087 created a valid security interest for the lien holder.
2088 3. At the date this coverage came into effect, no payment was more than
2089 thirty (30) days past due.
2090 4. The **insured** has defaulted in payment.
2091 5. Written notice of the claim has been given to **us** within thirty (30) days
2092 after repossession has occurred.
2093

2094 NEGLECT

2095 No act or neglect of any **insured** will impair the protection **we** provide to the lien
2096 holder.
2097

2098 RECORDS

2099 **We** will, at any reasonable time, be allowed to examine the lien holder's books, records,
2100 and files to determine facts relating to a claim under this coverage.
2101

2102 OUR RIGHT TO RECOVER PAYMENT

2103 **We** waive the right to recover any payment made under this coverage from any
2104 **insured**.
2105

2106 SETTLEMENT WITH SELLING DEALER

2107 Settlement of loss may be made with the selling dealer when the lien holder's interest
2108 has been satisfied under a repurchase agreement.
2109

2110 OPTION S – SCHEDULED PERSONAL PROPERTY

2111
2112 When Option S is shown on the Information Page(s), the deductible shown within the
2113 Option S schedule will apply to this coverage.
2114

2115 The following outlines the classifications indicated on the Schedule shown on the
2116 Information Page(s):

- 2117 1. Jewelry, as scheduled.
2118 2. Furs and garments trimmed with fur or consisting principally of fur, as
2119 scheduled.

- 2120 3. Cameras, projection machines, video equipment, computers, films, and
 2121 related articles of equipment, as scheduled.
 2122 4. Musical instruments and related articles of equipment, as scheduled.
 2123 5. Silverware, including goldware and pewterware, but excluding pens,
 2124 pencils, flasks, smoking implements, or jewelry.
 2125 6. Sporting equipment, including golf clubs, golf clothing, golf equipment,
 2126 golf carts, and fishing equipment, as scheduled.
 2127 7. Fine art(s), as scheduled. This premium is based on **your** statement that
 2128 the fine art(s) insured is located at the location shown on the Schedule.
 2129 New Acquisitions: If the **insured** acquires during the term of this endorse-
 2130 ment other objects of art, the provisions of this endorsement will apply
 2131 for the Actual Cash Value (ACV) of the objects but not more than 25%
 2132 of the amount of the insurance scheduled for fine art(s), provided the
 2133 **insured** reports such additional objects within ninety (90) days from the
 2134 date acquired and pays additional premium from the date acquired.
 2135 8. Radio, TV antenna, or satellite dish or antenna, as scheduled.
 2136 9. Postage stamps, including due envelope, official revenue, match and
 2137 medicine stamps, covers, locals, reprints, essays, proofs, sports cards
 2138 and other philatelic property, including their books, pages, and mount-
 2139 ings, owned by or in the custody or control of the **insured**.
 2140 10. Rare and current coins, metals, paper money, bank notes, tokens of
 2141 money, and other numismatic property, including coin albums, contain-
 2142 ers, frames, cards, and display cabinets in use with such collection,
 2143 owned by or in the custody or control of any **insured**, as scheduled.
 2144 11. Hunting equipment, including guns and bows, as scheduled.
 2145 12. Lawn and Garden Equipment, as scheduled
 2146

2147 **ADDITIONAL ACQUIRED PROPERTY**

2148 The following applies only to jewelry, furs, cameras, and musical instruments when
 2149 such property is scheduled under this coverage:
 2150

2151 **We** cover additionally acquired property for an amount not to exceed 25% of the amount
 2152 of insurance for that class of property or \$10,000, whichever is less, if **you** report the
 2153 acquired property to **us** within thirty (30) days of acquisition and pay the additional
 2154 premium from the date acquired.
 2155

2156 **PERILS INSURED AGAINST**

2157 **We** cover sudden, accidental, and direct loss to scheduled property except:

- 2158
- 2159 1. Loss caused by wear and tear, gradual deterioration, insects, vermin, or
 2160 inherent vice.
 - 2161 2. Loss caused by war (declared or undeclared), civil insurrection, rebellion,
 2162 or revolution.
 - 2163 3. Nuclear Hazard, meaning nuclear reaction, radiation, radioactive con-
 2164 tamination, or any consequence of any of these. Loss caused by nuclear
 2165 action is not considered loss by perils of Fire, Explosion, or Smoke. Sudden,
 2166 accidental, and direct loss by fire resulting from nuclear action is covered.
 - 2167 4. As to Fine Art(s):
 2168 a. Damage caused by any repairing, restoration, or retouching process.
 2169 Breakage of art glass windows, statuary, marble, glassware, bric-a-
 2170 brac, porcelains, and similar fragile articles unless caused by fire,
 2171 lightning, aircraft, theft or attempted theft, cyclone, tornado, wind-
 2172

- 2173 storm, earthquake, flood, explosion, malicious damage, collision,
 2174 derailment, or overturn of conveyance.
- 2175 b. Loss to property on exhibition at fairgrounds or on the premises
 2176 of any national or international exposition unless the premises are
 2177 specifically described on the schedule.
- 2178 5. As to Postage Stamps or Rare and Current Coin Collections:
- 2179 a. Fading, creasing, denting, scratching, tearing, thinning, transfer
 2180 of colors, inherent defect, dampness, extremes of temperature,
 2181 gradual depreciation, damage sustained from handling, or while
 2182 being actually worked upon.
- 2183 b. Mysterious disappearance of individual stamps, coins, or other
 2184 articles insured unless specifically scheduled with a definite amount
 2185 set opposite their description, or if not specifically scheduled unless
 2186 mounted in a volume and the page to which they are attached is
 2187 also lost.
- 2188 c. Loss of or damage to property in the custody of transportation
 2189 companies or shipments by mail unless by registered mail.
- 2190 d. Theft from any unattended **motor vehicle** except while being
 2191 shipped by registered mail.
- 2192 e. Loss of or damage to any property described herein which is not
 2193 an actual part of a stamp, money, or numismatic collection.
- 2194 6. As to lawn and garden equipment:
 2195 We provide Level 3 Protection subject to the General Exclusions –
 2196 Applicable to all Levels of Protection.

SPECIAL CONDITIONS

- 2200 1. Fine Art(s): If fine art(s) are covered, **you** agree that the fine art(s)
 2201 insured will be packed and unpacked by competent packers.
 2202 **We** will not be liable for more than the amount set opposite the respective
 2203 articles covered, which amount is agreed to be the value of the article.
 2204 In the event of the total loss of any article or articles which are a part of a
 2205 set, **we** agree to pay **you** the full amount of the value of the set specified
 2206 in the schedule, and **you** agree to surrender the remaining article or
 2207 articles of the set to **us**.
- 2208 2. Sporting Equipment: If golfer's equipment is covered, **we** will also cover other
 2209 clothing of **yours** while contained in any locker when **you** are playing golf.
 2210 Golf balls are covered only against loss by fire or burglary, if there are
 2211 physical marks of forcible entry into the locker, room, or structure.
- 2212 3. Musical Instruments: If musical instruments are covered, **you** agree that
 2213 loss to scheduled property while **you** are using that property for **busi-**
 2214 **ness** purposes will not be paid.
- 2215 4. Postage Stamps or Rare and Current Coin Collection—Unscheduled
 2216 Property Only: If a stamp or a coin collection that is not specifically
 2217 scheduled is covered, in the event of loss or damage, the amount pay-
 2218 able will be determined as follows:
- 2219 a. **We** will not be liable for more than the **market value** of the property
 2220 at the time of loss, but not more than \$1,000 on unscheduled
 2221 numismatic property and not more than \$250 for any one stamp,
 2222 coin, or other individual article or any one pair, strip, block, series,
 2223 sheet, cover, frame, or card.
- 2224 b. **We** will not be liable for a greater proportion of any loss on property
 2225 not specifically scheduled than the total sum **insured** on such

- 2226 unscheduled property bears to the **market value** at the time of
2227 loss.
- 2228
- 2229 5. Settlement and Valuation: **We** will not pay for more than:
- 2230 a. If the Information Page(s) states that this policy is an Actual Cash
2231 Value policy, then the most **we** will pay will be the lesser of:
- 2232 (1) The difference in **market value** before and after the loss;
- 2233 (2) The limit of liability as scheduled on the Information Page(s);
- 2234 (3) The amount of the **insured's** insurable interest in the
2235 property;
- 2236 (4) Any applicable coverage limitation on the property as set forth
2237 in this policy.
- 2238 b. If the Information Page(s) states that this is a Replacement Cost
2239 policy, then, until **you** complete repair or replacement of the
2240 property, the most **we** will pay will be the lesser of:
- 2241 (1) The difference in **market value** before and after the loss;
- 2242 (2) The limit of liability which pertains to the coverage;
- 2243 (3) The amount of the **insured's** insurable interest in the
2244 property.
- 2245 (4) Any applicable coverage limitation on the property as set forth
2246 in this policy.
- 2247 If **you** complete repair or replacement of the damaged property and
2248 make a repair or replacement cost claim within 180 days of the original
2249 loss settlement, then **we** will pay the lesser of:
- 2250 (1) The amount spent to repair or replace the damaged or stolen
2251 property;
- 2252 (2) The amount it would take to repair or replace the property, with
2253 like kind and quality but not necessarily identical or matching
2254 materials.
- 2255 (3) The limit of liability.
- 2256 c. If **you** have a partial loss caused by fire, then **you** have an option
2257 to have **us** repair the property, the cost not to exceed the amount
2258 written in the policy, so that the property shall be in as good a
2259 condition as before the fire.
- 2260 This condition (5.) does not apply to fine art(s).
- 2261 6. Loss Clause: The amount of insurance under this coverage will not
2262 be reduced except for total loss of a specifically scheduled item. Any
2263 unearned premium that applies to such item will be refunded to **you**
2264 or applied to the premium due on item(s) replacing those on which the
2265 claim was paid.
- 2266 7. Pair or Set Clause: In case of loss of or damage to property specifically
2267 described in the schedule as a pair or set, **we** may repair or replace any
2268 part of the pair or set to restore it to its value before the loss, or **we** may
2269 pay the **market value** of the property before and after the loss.
- 2270 This condition (7.) does not apply to fine art(s).
- 2271 8. Parts: In case of loss or damage to any part of property covered, consist-
2272 ing of several parts when complete, **we** will pay only for the value of the
2273 part lost or damaged.
- 2274 9. Territorial Limits: **We** cover the described property wherever it may be
2275 located. But **we** cover described fine art(s) only while within the United
2276 States and Canada.
- 2277
- 2278

2279 **OPTION T – FARM CARGO OPTION**

2280
2281 This option covers **your** legal liability as a common or contract carrier under tariff
2282 documents, bills of lading, or shipping receipts issued by **you** for sudden, accidental,
2283 and direct loss to **farm products** in transit, while loaded for shipment in or on any **motor**
2284 **vehicle(s)** owned by **you** and operated by **you** or **your farm employee(s)** anywhere
2285 within the continental United States (except Alaska) and Canada. Losses occurring
2286 elsewhere will not be covered under this Option.

2287
2288 **LIMITS OF LIABILITY**

2289
2290 **Our** liability for covered loss to shipments while loaded in or on any one **motor vehicle**
2291 will not exceed the amount shown on the Information Page(s) for each **motor vehicle**.
2292
2293 **Our** aggregate limit of liability for all covered losses resulting from any one **occurrence**
2294 will not exceed the amount shown on the Information Page(s) for each **occurrence**.

2295
2296 **EXCLUSIONS**

2297
2298 This policy does not cover:

- 2299 1. Loss or damage to any shipment in or on any **motor vehicle** under
2300 **your** control after such **motor vehicle** has remained at any dock, depot,
2301 station, or terminal for more than seventy-two (72) hours after arrival of
2302 the **motor vehicle** at such location.
- 2303 2. Loss caused by **your** neglect to use all reasonable means to save and
2304 preserve the property at and after any covered loss.
- 2305 3. Loss caused by or resulting from strikes, lockouts, labor disturbances,
2306 riots, civil commotion, or the acts of any person or persons taking part in
2307 any such occurrence or disorder.
- 2308 4. Loss due to inherent vice, or delay, loss of profit, loss of use, or loss of
2309 market.
- 2310 5. Loss of or injury to **livestock**, except against accident causing death or
2311 rendering death necessary.
- 2312 6. Freight charges, except such charges that were earned prior to the
2313 acceptance of the shipments insured under this Option and for which
2314 **you** are legally liable.
- 2315 7. Loss caused by shifting of load, poor packing or rough handling, for loss
2316 caused by breakage or by contact with oil or grease or any other commodity,
2317 marring or scratching, wetness or dampness, leakage of liquids, or as
2318 the result of being spotted, discolored, molded, rusted, frosted or frozen,
2319 rotted, soured, steamed or heated, or changed in flavor.
- 2320 8. Breakage of eggs.
- 2321 9. Collision caused:
- 2322 a. By coming in contact with any portion of the roadbed.
- 2323 b. By striking the rails or ties of street, steam, or electric railroad.
- 2324 c. By coming in contact with any stationary object in backing for
2325 loading or unloading purposes.
- 2326 d. By the coming together of truck and trailer during coupling or uncoupling.
- 2327 e. By collision of the covered property with another object while in the
2328 ordinary course of transportation.
- 2329 10. All claims for loss, damage, or expense by wear and tear from ordinary
2330 handling due to the mode of transportation.
- 2331

2332 The following conditions are added to your policy.

2333 1. **SUBSTITUTION CLAUSE**

2334 If any **motor vehicle** owned by **you** is withdrawn from normal use
2335 because of sale, breakdown, repair, loss, or destruction, the limit of
2336 liability applying to such **motor vehicle** under this Option will apply to
2337 any other **motor vehicle** operated by **you** or your **farm employee(s)**
2338 and substituted for such **motor vehicle**, provided the substitution is
2339 reported to **us** as soon as practicable (but in any event, within thirty
2340 [30] days from the date of substitution) and additional premium is paid
2341 thereon as required by **us**.

2342 2. **REIMBURSEMENT**

2343 Should **we** pay a loss or losses in compliance with any special provision
2344 required by law or legal regulations or by the Interstate Commerce Commis-
2345 sion or by any Public Service Commission, Public Utilities Commission,
2346 Corporation Commission, or Railroad Commission for which **we** were not
2347 liable under the terms of the policy, **you** agree to reimburse **us** to the full
2348 extent of such payments, plus any additional expense incurred.

2349 3. **STATUTORY ENDORSEMENTS**

2350 This Option is issued in contemplation of the possible addition of provi-
2351 sions to effect compliance by **you** with statutes regulating **your business**.
2352 No such provision will be valid for any purpose unless required for
2353 mandatory or permissive compliance with terms of the statute actually
2354 applicable to **you** at the time of loss.

2355 4. **INSPECTION OF RECORDS**

2356 **We** have the right to inspect and copy **your** books, accounts, and records
2357 with reference to any claims for loss to which this Option may apply, includ-
2358 ing those required to be kept by **you** under any statute, or under any rule or
2359 regulation of any state, federal authority, or agency will be open to inspec-
2360 tion at reasonable times by any of **our** authorized representatives.

2362 **OPTION U – CUSTOM FARMERS EQUIPMENT OPTION**

2363
2364 Option E-2 Machinery Collision is added for the specifically identified **machinery** shown
2365 on the Information Page(s) under Option U – Custom Farmers Equipment.

2366
2367 The provisions under Coverage E – Farm Personal Property – Property Not Covered
2368 2.a. is modified as follows:

2369

2370

PROPERTY NOT COVERED

2371 2. **Machinery:**

2372 a. Does not apply to the specifically identified **machinery** listed on the
2373 Information Page(s) under Option U – Custom Farmers Equipment
2374 while used in **custom farming**.

2375

2376

2377

EXCLUSIONS – SECTION II

2378 Exclusion 23. is deleted and replaced with the following:

2379 23. **Bodily injury** and **property damage** arising out of **custom farming**;
2380 however, if the Information Page(s) shows Option L – Farm Liability
2381 Coverage, **custom farming** conducted in a 250-mile radius from the
2382 **insured premises** is covered.

2383

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OPTION V – SPECIAL LOSS SETTLEMENT

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

OPTION W – REBUILDING CLAUSE

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

OPTION X – ADDITIONAL INSURED – PREMISES ONLY

The definition of **Insured** within this policy is broadened to include the person(s) shown under “Additional Insured – Premises Only” on the Information Page(s), their spouse, and family members residing in the same household. This extension of Section I coverage applies only with respect to property that is jointly owned by **you** and the additional insured. This extension of Section II coverage applies only with respect to the ownership, maintenance, or use of the **insured premises** or operations necessary to the **insured premises**.

OPTION Y – ADDITIONAL INSURED – GENERAL COVERAGE

The definition of **Insured** within this policy is broadened to include the person(s) shown under “Additional Insured – General Coverage” on the Information Page(s), their spouse, and family members residing in the same household.

OPTION Z – WEIGHT OF ICE, SNOW, OR SLEET

We cover sudden, accidental, and direct loss caused by weight of ice, snow, or sleet to other structure(s) listed on the Information Page(s); or property contained in the other structure(s), if the policy provides coverage for Coverage C – Personal Property.

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

OPTION AA – WATER BED LIABILITY

Under Coverage F – Personal Liability Coverage, Exclusion #4 is waived in regard to damage to property of others caused by a waterbed owned by **you**.

2438 **OPTION AB – EQUINE BUSINESS LIABILITY COVERAGE**
2439 **COVERAGE FOR THE BOARDING OF HORSES OR HORSES IN THE CARE,**
2440 **CUSTODY, AND CONTROL OF AN INSURED**
2441

2442 When Option AB is shown on the Information Page(s), the following definitions are
2443 added:

2444 **Equine**—means horses, donkeys, and mules.

2445 **Racing**—means the sport of engaging in contests of speed with **equine**.

2446 **Riding**—means to sit or travel on the back of **equine** while controlling or attempting to
2447 control the **equine**'s motions. Riding is not allowed by anyone without the consent or
2448 permission of the **insured**.

2449 **Training**—means the act or process of exercising, disciplining, or educating **equine** to
2450 ride or to cart.

2451

2452 For purposes of this endorsement the term "**business** does not mean" in the Defined
2453 Words section has been expanded to include:

2454 3. **Riding** by others of boarded **equine**,

2455 4. Boarding or breeding of non-owned **equine**,

2456 5. Care, custody, and control of boarded **equine**,

2457 6. Judging or officiating **equine**-related competitions or events,

2458 7. Training **equine**.

2459

2460 **INSURING AGREEMENT**

2461

2462 **We** agree that coverage is provided for death, injury, and theft of **equine** in the care,
2463 custody, and control of an **insured**. Coverage is also extended to provide **bodily injury**
2464 and **property damage** for liability arising out of the use and occupancy of the described
2465 premises to board, breed, or train **equine**.

2466

2467 This coverage is subject to the Annual Aggregate Limit and the Per **Equine** Limit shown
2468 in this endorsement. Also, this coverage is subject to all the exclusions and conditions
2469 otherwise applicable to Section II – Farm and Personal Liability unless amended by the
2470 terms of this endorsement.

2471

2472 This coverage for the boarding of **equine** in the care, custody, and control of an **insured**
2473 applies only:

2474 1. To death, injury, or theft of **equine you** do not own in **your** care, custody,
2475 and control for which **you** are legally liable; and

2476 2. While the **equine** are at an **insured premises** or are temporarily in transit
2477 to or from an **insured premises** for purposes of breeding, **training**,
2478 showing, or boarding arising from the negligence of the **insured**.

2479

2480 It is further agreed this insurance does not apply to:

2481 1. Mysterious disappearance of **equine**;

2482 2. Death, injury, or theft of **equine** caused by criminal, fraudulent, dishonest,
2483 or illegal acts, alone or in collusion with another, by:

2484 a. An **insured**;

2485 b. Others who have an interest in the **equine**;

2486 c. Others to whom **you** entrust the **equine**;

2487 d. Partners, officers, directors, trustees, or joint venturers, or **your**
2488 members or managers if **you** are a limited liability company; or

2489 e. The **farm employee** of (a), (b), (c), or (d) above, whether or not they
2490 are at work. This exclusion does not apply to acts that result in the

- 2491 death or injury of **equine** by such **farm employee(s)** of (a), (b), (c),
 2492 or (d) above, but **we** do not cover theft by such **farm employee**.
 2493 3. Death, injury, or theft of **equine** used for any purpose not intended by
 2494 the owner;
 2495 4. Death, injury, or theft of **equine** due to seizure or destruction under quarantine,
 2496 customs regulations, confiscation of contraband, or illegal transportation or trade;
 2497 5. Death or injury of **equine** arising out of professional care or treatment
 2498 by veterinarians, veterinary assistants, farriers, or any person providing
 2499 veterinary care or medication;
 2500 6. Liability assumed by an **insured** under a contract or agreement;
 2501 7. Death, injury, or theft of **equine** that occurs in the course of transportation
 2502 by air or water;
 2503 8. Theft of **equine** due to unauthorized instructions to transfer **equine** to
 2504 any person or to any place;
 2505 9. Theft of **equine** due to voluntary parting with possession of **equine** if
 2506 **you** or any other **insured** is induced to do so by trick, scheme, or device
 2507 or through fraud or false pretense.
 2508 This includes the acceptance of:
 2509 a. Counterfeit money or fraudulent post office or express money orders;
 2510 b. Checks or promissory notes that are not paid upon presentation;
 2511 or
 2512 c. Credit cards that are illegally obtained and/or used; or
 2513 10. Loss of earnings or projected future income.

EXCLUSIONS

- 2514
 2515
 2516 The following Section II exclusions are added to **your** policy:
 2517 25. **Bodily injury** to any employee injured arising out of and in the course of
 2518 employment for the **equine** activities.
 2519 26. **Bodily injury** or **property damage** arising from any stated or implied
 2520 warranty associated with the products or services provided by the
 2521 **equine** operations.
 2522 27. **Property damage** to products sold by the **equine** operations.
 2523 28. **Bodily injury** or **property damage** due to **equine** being ridden in any
 2524 prearranged race or competitive speed contest, or preparation for a race
 2525 or speed contest whether the race or speed test has ended before the
 2526 **bodily injury** or **property damage** occurs.
 2527 29. **Bodily injury** or **property damage** arising out of hauling **equine** for
 2528 hire; however, transportation incidental to boarding or breeding these
 2529 boarded **equine** is covered.
 2530 30. **Bodily injury** or **property damage** for which the **insured** is obligated to
 2531 pay as a result of giving **riding** lessons.
 2532 31. **Bodily injury** to any person who receives remuneration from the
 2533 **insured** while practicing for or participating in any club meets, races, or
 2534 other contests.
 2535 32. **Bodily injury** or **property damage** arising out of the use and occupancy of
 2536 the described premises for **riding** instruction, rental **equine**, or rodeos;
 2537 33. **Bodily injury** or **property damage** arising out of the use and occupancy
 2538 of the described premises for **equine** sales or auctions, veterinary
 2539 stables, dude ranches, and **racing** stables;
 2540 34. **Bodily injury** or **property damage** due to **equine** being ridden without
 2541 the express permission of the named insured.
 2542
 2543

2544 Exclusion #16 under Coverage F – Personal Liability and Coverage G – Medical
2545 Payments to Others or Option L – Farm Liability does not apply to coverage
2546 provided under Option AB – Equine Business Liability Coverage only.

2547 **AGGREGATE PER EQUINE LIMIT**

2548
2549
2550 An Annual Aggregate of \$25,000 is the most **we** will pay for death, injury, or theft
2551 of all **equine** for each consecutive 12-month period beginning with the inception
2552 date of this endorsement.

2553
2554 The Annual Aggregate Limit also applies separately to any remaining policy period
2555 of less than 12 months.

2556
2557 A Per **Equine** Limit of \$5,000, subject to the Annual Aggregate Limit, is the most
2558 **we** will pay for the death, injury, or theft of a single **equine**.

2559
2560 Any insurance **we** provide under this coverage, shall be excess over any other
2561 similar collectible insurance, whether primary, excess, or contingent for nonowned
2562 **equine** under the care, custody, and control of the **insured**.

2563 **CONDITIONS - SECTION II**

2564
2565 With respect to the coverage provided by this option, the following additional
2566 conditions are added:

2567 6. **NORMAL HEALTH**

2568 **You** agree that **equine** in **your** care, custody, and control are in normal
2569 health and are not receiving veterinary care for any:

- 2570 a. Illness;
- 2571 b. Disease;
- 2572 c. Lameness;
- 2573 d. Injury; or
- 2574 e. Physical disability.

2575 7. **VETERINARY TREATMENT**

2576 If **equine** in **your** care, custody, and control are injured, **you** agree to
2577 immediately:

- 2578 a. Secure the services of a licensed veterinarian to treat the injury;
- 2579 b. To give the proper care to the **equine**; and
- 2580 c. To use every possible means to save the **equine**.

2581 Any expenses incurred in securing veterinary treatment and in giving
2582 proper care to the **equine** are solely **your** responsibility.

2583 8. **DEATH OF EQUINE**

2584 **You** agree to have two postmortem exams conducted by qualified veterinary
2585 surgeons immediately upon the event of death of **equine** in **your** care, cus-
2586 tody, and control. Any postmortem or related expenses incurred are solely
2587 **your** responsibility.

2588 **OPTION AC – ACTUAL CASH VALUE ROOF DAMAGE SETTLEMENT**

2589
2590
2591 When Option AC – Actual Cash Value Roof Damage Settlement is shown on the
2592 Information Page(s), any covered loss to the roof of the **dwelling** or other structure
2593 listed on the Information Page(s) will be on an Actual Cash Value (ACV) basis as stated
2594 in Conditions, Section I, paragraph 2.a.

2595
2596

2650 **IDENTITY THEFT EXPENSE COVERAGE AND RESOLUTION SERVICE**

2651
2652 **We** will provide **advocacy service** and **identity theft** expense reimbursement coverage
2653 provided:

- 2654 1. The **insured** has experienced an **identity theft**; and
2655 2. Such **identity theft** is first discovered by the **insured** during the policy period
2656 for which the Identity Theft Expense Coverage and Resolution Service applies; and
2657 3. Such **identity theft** is reported to **us** within 60 days after it is first discovered
2658 by **you**. Failure of the **insured** to report identity theft and to provide the
2659 information requested concerning such identity theft within 60 days of **our**
2660 request may result in the denial of any insurance coverage otherwise available
2661 if we can establish that **our** rights have been prejudiced by the lack of such
2662 notice.

2663
2664 **We** do not warrant that **our** services or coverage will end, resolve, or solve all problems
2665 associated with an **identity theft**. **We** do not warrant that **our** services or coverage will
2666 prevent future **identity theft**.

2667
2668 **LIMITS OF LIABILITY**

2669
2670 **Identity Theft Expense Reimbursement Coverage**

2671 **We** will pay up to \$25,000 for necessary and reasonable **expenses** incurred by an
2672 **insured** as the direct result of any one **identity theft** just discovered or learned of
2673 during the policy period provided the **insured** utilizes the advocacy-guided resolution
2674 services part of this coverage.

2675
2676 Any acts or series of acts committed by one or more persons, or in which such person
2677 or persons are aiding or abetting others against an **insured**, is considered to be one
2678 **identity theft**, even if a series of acts continues into a subsequent policy period.

2679
2680 This coverage is additional insurance. No deductible applies to this coverage.

2681
2682 **Advocacy Service**

2683 This service is available as needed for any one **identity theft** for up to 12 consecutive
2684 months from the inception of service. Expenses **we** incur to provide **advocacy service**
2685 do not reduce the limit of liability available for Identity Theft Expense Reimbursement
2686 Coverage.

2687
2688 No deductible applies to this service. This service is available for **account takeover**,
2689 **identity theft**, and/or **proactive inquiry**.

2690
2691 **EXCLUSIONS**

2692 The following additional exclusions apply to this coverage:

2693
2694
2695 **We** do not cover:

- 2696 1. **Identity theft** loss arising out of or in connection with a **business**.
2697 2. **Identity theft** loss of a professional or **business** identity.
2698 3. **Expenses** incurred due to any fraudulent, dishonest, or criminal act by an
2699 **insured**, or any person aiding or abetting an **insured**, or by any authorized
2700 representative of an **insured**, whether acting alone or in collusion with
2701 others.
2702 4. Loss other than **expenses**.

- 2703 5. An **identity theft** by or with the knowledge of any relative or former relative
2704 of the **insured** unless the **insured** is willing to file a police report and an FTC
2705 Affidavit and will cooperate with prosecutorial action against the perpetrator.
2706 6. An **identity theft** first discovered by the **insured** prior to or after the period for
2707 which this coverage applies.
2708 7. An **identity theft** that is not reported to the police.
2709 8. **Identity theft** loss presented by a **farm employee**.
2710 9. **Identity theft** loss to individuals and entities shown as **additional insureds**.
2711

2712 COVERAGE UNDER TWO OR MORE PARTS

2713
2714 If **we** provide an **insured** with **advocacy service**, **we** reserve the right to review, limit,
2715 reduce and/or possibly deny a claim for Identity Theft Expense reimbursement coverage
2716 arising from the same event.

2717

2718 COMPUTER SECURITY

2719

2720 Each **insured** has the responsibility to use and maintain security for his/her computer
2721 system. This includes the use of personal firewalls and anti-virus software. This includes
2722 the proper disposal of used diskettes, CDs, hard drives, and other media used for
2723 storage of data and records.

2724

2725 CONDITIONS

2726

2727 The following condition is added with respect to coverage provided by this option:

- 2728 1. What **you** shall do in case of loss

2729 The following is added:

2730 Send to **us**, within 60 days after our request, receipts, bills, or other records
2731 that support **your** claim for **expenses** under **identity theft** coverage.

2732

2733 All definitions, duties, general provisions, and conditions apply unless specifically
2734 modified by this or other specific Option.

2735

2736 OPTION AE – REDUCING PROPERTY DEDUCTIBLE

2737

2738 **You** have this coverage if Option AE – Reducing Property Deductible is shown on
2739 the Information Page(s) and the appropriate premium is paid. All definitions, duties,
2740 general agreements, conditions, and provisions in the policy apply unless specifically
2741 modified by the language in this endorsement.

2742

2743 The deductible per **occurrence** amounts shown on the Information Page(s) for
2744 Coverage A – Dwelling, Coverage B – Other Structures, Coverage C – Personal
2745 Property and Coverage E – Farm Personal Property will be reduced by \$100 after the
2746 policy has been continuously in effect for twelve (12) months provided that no loss
2747 payment of any kind has been made by us during this twelve (12) month period. A
2748 further reduction of \$100 of the deductible amount will be given for each consecutive
2749 twelve (12) month policy period where no loss payment is made, effective beginning
2750 at 12:01 a.m. on the next anniversary date following such period. In no event will the
2751 deductible be less than zero for any coverage part.

2752

2753 In the event of any loss payment by **us**, the deductible originally shown on the
2754 Information Page(s) will be reinstated with respect to any subsequent loss(es) at the
2755 next renewal date.

2756
2757 If two or more of the following coverages are involved in any one loss, only the
2758 largest applicable deductible will be applied: Coverage A – Dwelling, Coverage B –
2759 Other Structures, Coverage C – Personal Property, or Coverage E – Farm Personal
2760 Property.

2761

2762

OPTION AF – ELITE COVERAGE

2763

2764 Nothing contained within any of the following will vary, alter, or extend any of the
2765 provisions of **your** policy. All definitions, duties, general provisions, and conditions
2766 apply unless specifically modified by the language below or the specific Option.

2767

2768 Option AE – Reducing Property Deductible and Option AD – Identity Fraud Expense
2769 Coverage and Resolution Service are hereby added and included as part of the Option
2770 AF – Elite Coverage.

2771

2772 The following Limitations on Personal Property Coverage, Section I, are increased and
2773 amended to read:

2774

3. \$2,500 on securities, stamps, tickets, accounts, deeds, evidence of debt,
2775 passports, manuscripts, unpublished works, and other valuable papers,
2776 drafts, cashiers' checks, travelers' checks, certified checks, official checks,
2777 checks, certificates of deposit, and notes other than bank notes including
2778 negotiable orders of withdrawals.

2779

4. \$1,500 per item, maximum of \$5,000 per **occurrence** on jewelry, watches,
2780 precious and semi-precious stones, gems, and furs.

2781

10. \$5,000 due to theft of credit card or fund transfer card or loss due to check
2782 forgery.

2783

15. \$1,000 on collector cards.

2784

16. \$1,000 on comic books.

2785

2786 These limitations do not increase the amount of insurance for Coverage C – Personal
2787 Property shown on the Information Page(s). Each limit is the total limit per **occurrence**
2788 for all property in that category.

2789

2790 The Supplemental Coverages – Section I are increased and amended as follows:

2791

4. Trees, Plants, Shrubs, Fences, and Lawn: The limit for any one tree, shrub,
2792 or plant is increased from \$500 to \$1,000.

2793

7. Outdoor Antennas: The per **occurrence** limit for loss is increased from \$500
2794 to \$1,000.

2795

2796 The following Supplemental Coverage is hereby added.

2797

12. Lock Replacement Coverage

2798

We will pay up to \$1,000 for the actual cost incurred to replace or re-key
2799 exterior **dwelling** door locks when the exterior door keys or automatic garage
2800 door controller(s) are stolen in a covered theft. No deductible applies to Lock
2801 Replacement Coverage.

2802

2803

These Supplementary Coverages do not increase any amount of insurance stated
2804 in this policy or shown on the Information Page(s). Each coverage is subject to
2805 this policy's deductible except where otherwise stated.

2806

2807 The Additional Coverage section of Liability Coverages – Section II is amended as

2808 follows:

- 2809 1. Damage to Property of Others
2810 The per **occurrence** limit for **property damage** to property owned by others
2811 is increased from \$1,000 to \$2,000.
2812

2813 **OPTION AG – INCREASED RENTERS BUILDING ADDITIONS AND ALTERATIONS**
2814

2815 The amount of insurance for Renters Building Additions and Alterations is increased to
2816 the amount shown on the Information Page(s) for Option AG.
2817

2818 **OPTION AH – CONDOMINIUM OWNERS ADDITIONS AND ALTERATIONS**
2819

2820 The amount of insurance for Condominium Owners Additions and Alterations is
2821 increased to the amount shown on the Information Page(s) for Option AH.
2822

2823
2824

Farm Bureau Town & Country Insurance Company of Missouri
MISSOURI PROPERTY AND CASUALTY INSURANCE
GUARANTY ASSOCIATION COVERAGE LIMITATION ENDORSEMENT

2827

2828 1. Subject to the provisions of the Missouri Property and Casualty Insurance
2829 Guaranty Association Act (to be referred to as the Act), if **we** are a member
2830 of the Missouri Property and Casualty Insurance Guaranty Association (to be
2831 referred to as the Association), the Association will pay claims covered under
2832 the Act if **we** become insolvent.

2833 2. **LIMITATIONS OF COVERAGE**

2834 The Act contains various exclusions, conditions, and limitations that govern
2835 a claimant's eligibility to collect payment from the Association and affect the
2836 amount of any payment. The following limitations apply subject to all other
2837 provisions of this Act:

2838 a. Claims covered by the Association do not include a claim by or against
2839 an "insured" of an insolvent insurer, if that "insured" has a net worth
2840 of more than \$25 million on the later of the end of the insured's most
2841 recent fiscal year or the December thirty-first of the year next preceding
2842 the date the insurer becomes an insolvent insurer.

2843 b. Payments made by the Association for covered claims will include only
2844 that amount of each claim which is less than \$300,000.

2845 However, the Association will not:

2846 (1) Pay an amount in excess of the applicable limit of liability of the
2847 policy from which a claim arises, or

2848 (2) Return any unearned premium to an "insured" in excess of
2849 \$25,000.

2850 These limitations have no effect on the coverage **we** will provide under this
2851 policy.

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